



Carahsoft's Response to the
Region 10 Education Service Center

Request for Proposal

IaaS and PaaS Cloud Solutions

Solicitation Number: R10-1111

Thursday,
March 4, 2021

Solution Provided By



Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

888.662.2724 | www.carahsoft.com

March 4, 2021

Region 10 ESC
400 East Spring Valley Rd
Richardson, TX 75081

Re: Carahsoft's Response to the Region 10 Education Service Center's Request for Proposal: IaaS and PaaS Cloud Solutions, R10-1111

Dear Mr. Clint Pechecek,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 10 Education Service Center (Region 10 ESC)'s Request for Proposal (RFP): IaaS and PaaS Cloud Solutions. Carahsoft is proposing VMware which fully meets the Region 10 ESC's requirements. Our team has reviewed and considered the Region 10 ESC's requirements outlined in the RFP, and has carefully put together a solution that will best meet your needs.

Carahsoft has built our reputation as a customer-centric organization dedicated to serving the needs of our technology manufacturers, government end users, and reseller ecosystem with Solutions for Government®. Carahsoft is submitting as the IT Schedule 70 GSA Contract holder (GS-35F-0119Y) and reseller for VMware. As a Master Government Aggregator™ and top ranked GSA Schedule holder, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004.

Please feel free to contact Mike Marcinek directly at 703.230.7469/Mike.Marcinek@carahsoft.com or Mark Davis at 703.230.7483/Mark.Davis@carahsoft.com with any questions or communications that will assist the Region 10 ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



Kristina Smith
Director of Contracts

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APPENDIX A: QUESTIONNAIRE

Company Profile

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

Carahsoft Technology Corporation
088365767
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

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

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®. Founded in 2004 and based in Reston, Virginia, the company works with a robust and growing ecosystem of reseller partners, system integrators, and manufacturers to proactively market, sell, and distribute emerging and leading IT solutions to government markets in the U.S. and Canada, as well as education, healthcare, critical infrastructure, not-for-profit and commercial markets.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry's leading manufacturers, our partner ecosystem encompasses more than 3,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement, and has been awarded and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to \$8.1 billion in 2020. In September of 2020 our team of dedicated, highly trained marketing, sales, contracting and business operations experts processed 14,944 orders worth nearly \$1.6 billion.

Awards and Industry Recognition – Carahsoft receives awards for our excellent performance yearly. For more information on the hundreds of awards we have received please visit our website at <https://www.carahsoft.com/awards>.



3. *Who is your competition in the marketplace?*

At Carahsoft, we make a point not to view other firms operating in our industry as direct competition. As an intermediary between firms in both the private and public sectors, we understand and highly promote the importance of maintaining cooperative relationships with our industry partners. Diverse participation in the marketplace supports the nature of our company's mission, which is to provide customers with the best and most complementary solution to their specific operations and needs.

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

2018: \$5.3 billion
2019: \$6.6 billion
2020: \$8.1 billion

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

2018: \$1.5 billion
2019: \$1.8 billion
2020: \$2.7 billion

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

Carahsoft Technology Corporation is consistently recognized by its manufacturer partners as a top revenue producer, and offers one of the largest and most highly utilized GSA IT 70 Schedules in the industry, offering more than 400,000 products from 269 unique hardware, software, and services providers. Our company is listed annually among the industry's fastest growing firms by acclaimed outlets (i.e. The Washington Post, Bloomberg, Inc., CRN) and has continued to show impressive yearly growth, with annual revenue of \$3.4 million in our first year in 2004 to \$8.1 billion in 2020. In September of 2020 our team of dedicated, highly trained marketing, sales, contracting and business operations experts processed 14,944 orders worth nearly \$1.6 billion.

However, what has built our reputation as one of the Top Ranked GSA Schedule Contract Holders in the public sector has been our ability to maintain our customer-centric business model. We are dedicated to best serving the specific needs of our government end-users and matching them with technology manufacturers best suited to resolving their problem. Each customer works directly with one of our dedicated account representatives to determine a solution tailored specifically to meet their needs.

The continued success of our company is due in large part to our ability to continuously grow our operations without sacrificing this core principle of our mission. Since 2004, Carahsoft has achieved and sustained phenomenal growth at a rate which other government contractors in the marketplace have not been able to replicate. We are constantly adding new vendors to our GSA Schedule; in the last three years alone, we have added approximately 128 new vendors have been added in and establishing new partnerships that will supplement its portfolio with new and innovative technologies.

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract-specific promotional activities. These include but are not limited to:

- News announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, PowerPoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Webinars
- Email campaigns

Carahsoft will provide the following additional value-added services at no additional cost to Region 10 ESC:

- Dedicated Account Manager
- Training Webcasts & Access to Carahsoft Facilities
- Proactive Marketing of the Contract
- Monthly/Quarterly Reports
- Dedicated Phone Lines & Live Chat
- Dedicated Contract Microsite
- Dedicated Email Address
- Program Management

<p>7. <i>Please provide your company's environmental policy and/or sustainability initiative.</i></p>

At Carahsoft, we strive to ensure that our business operates in a manner that is both sustainable and environmentally responsible; reduction of our carbon footprint is of a high priority for the company. Our company prioritizes four areas of sustainability:

Recycling

Whether it be in our internal operations or with our customers and suppliers, our company encourages the use of recycled materials whenever possible. Operating as a reseller, Carahsoft neither manufactures its

own products nor ships them directly to its end users, so prioritizing the use of recycled materials is our way of adding sustainable value to the process. For instance, when our employees must submit hard copies of bids, submissions are printed on recycled paper and shipped using recycled packing materials. All of the shipment boxes are recycled material as well. We also offer options to customers to return their old products, which will be recycled for the production of new versions.

In the offices, prior to COVID-19, Carahsoft implemented a single-stream recycling system to make it as easy as possible for our employees to recycle as much as they can. Carahsoft's Proposal Department promotes the recycling of paper, bottles and aluminum cans by providing blue recycle bins in all common areas for each type of recycling material. We measure the success of our recycle programs by tracking the amount of recycle material that leaves our offices.

Utilities

As our company has grown in size, Carahsoft has internally implemented VMware, eliminating the need for twenty physical servers in favor of moving to a virtualized cloud environment that necessitates only two. This has drastically reduced our server footprint and the energy consumption needed to annually heat and cool physical data centers, ultimately minimizing the amount of greenhouse gas omitted into the atmosphere.

Carahsoft also uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, the lights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. We also carefully monitor our electricity bills to ensure there are no spikes in usage. Energy Star compliance has brought significant energy savings and emissions savings to businesses that use compliant products.

Virtualization

Carahsoft has increased its virtual operations to reduce its carbon and energy footprints. Our efforts to maximize our virtual operational ability predated the COVID-19 quarantine, which made Carahsoft well-equipped to make the shift to remote work. Before COVID-19, we had hosted hundreds of virtual events including webinars each year. By hosting so many virtual events, Carahsoft had reduced the amount of in-person events and avoided their carbon impact. Carahsoft utilizes email blasts instead of sending marketing material to cut down on the amount of paper products and shipping that mailing would entail.

Transportation

The COVID-19 quarantine and our subsequent shift to working remotely has temporarily halted our environmentally-conscious transportation efforts. Once we can safely resume our operations in the office, adhering to the CDC's guidelines and giving priority to the wellbeing and health of our staff, Carahsoft employees will be able to take advantage of the transportation incentives and access to public transportation that our company encourages.

Carahsoft seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation.

Carahsoft has created a Carpool Incentive program to encourage employees to carpool to cut down on fuel consumption and emissions. Employees who carpool with at least two other Carahsoft employees are

issued carpool parking permits and may park in reserved preferential parking. Before our company transitioned to working remotely from their homes, a quarter of Carahsoft's staff carpooled each day into the office.

Operations

As the reseller/distributor of the products and services being sold, Carahsoft adheres to the manufacturer's policies and procedures for defining green products of sustainable processes. We proactively encourage our manufacturers to pursue additional green initiatives. Additionally, Carahsoft has made an effort to work with a number of different manufacturers with different levels of environmental processes and standards.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

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

☐ Yes
☒ No

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

☐ Yes
☒ No

Carahsoft leverages prior procurement records, State and Federal source lists, and existing company mailing lists to identify minority-owned (i.e. women, veteran, economically disadvantaged) businesses, which is easily accessed through our customer resource management software. As a standard contracting practice, Carahsoft highlights the names of agents or dealers on each contract it obtains as a means of encouraging the participation of minority-owned businesses in the contracting process. Additionally, we are committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment, and have a written Affirmative Action Plan and Equal Employment Opportunity Policy Statement in place.

While Carahsoft does not currently have a designated diversity program, our company highly prioritizes inclusive practices, sharing in Region 10's goals of including minority-owned suppliers and organizations in its business initiatives. Our company best exemplifies this commitment to the concept and practice of equal opportunity in both our recruitment methods and our standards of treatment for those in our employment. Carahsoft focuses on entry level candidates for recruitment, and asserts its commitment to equal employment opportunity and affirmative action within its job advertisements. Carahsoft utilizes local College career sites, search engines such as Monster and INDEED, the Virginia Workforce connection, and military/veteran resume boards. We also take additional care to recruit at schools that are known for uplifting minority groups within our areas of operation, such as Howard University, North Carolina A&T State University, University of Maryland, Baltimore County, and Virginia Commonwealth University.

Carahsoft operates in compliance with all Federal Equal Employment Opportunity requirements and standards. Carahsoft has a combined Affirmative Action and Equal Employment Opportunity Plan. It also has a Code of Ethics in place provided to all employees in their training program. Our posted language concerning EEO is "Carahsoft is an equal opportunity company. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or protected veteran status." Accordingly, all Carahsoft employees, including women, persons with disabilities and all minorities, are afforded the same professional development opportunities. Our commitment to proactive employment diversity ensures that every Carahsoft employee has the same opportunities to advance within the company, and has encouraged the development of diverse homegrown executive leadership.

Carahsoft has a written Affirmative Action Plan and Equal Employment Opportunity Policy Statement in place. A copy of this plan can be provided upon request.

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.)*

Yes, since we don't have a specific diversity program, we always ensure our customers are getting the most cost-effective solution that's best for them.

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, disabled 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 an 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.

VMware, the global leader in virtualization and cloud infrastructure, delivers customer-proven solutions that accelerate IT by reducing complexity and enabling more flexible, agile service delivery. Leveraging VMware vSphere, the most widely deployed foundation for cloud computing, VMware enables private, public and hybrid cloud deployment models that allow each enterprise to adopt a cloud model that addresses their own unique business challenges. VMware's approach accelerates the transition to cloud computing while preserving existing investments and improving security and control. With more than 250,000 customers and 25,000 partners, VMware solutions help organizations of all sizes reduce costs, increase business agility and ensure freedom of choice. VMware's innovation and excellence has been recognized by strategic research firms and more than 260 industry awards, including:

- VMware placed in the leaders quadrant of Gartner, Inc.'s Magic Quadrant for x86 Server Virtualization Infrastructure May 2016
- CRN's 2019 Product of The Year Award winner in the Software Defined Storage category for vSAN
- 2019 Top Leader in Gartner's Magic Quadrant for WAN Edge Infrastructure for VMware Velocloud
- 2019 Cybersecurity Excellence Awards' Gold Winner in Endpoint Security for VMware Carbon Black
- VMware, Inc. was #17 on Fortune's Change the World list for 2018
- VMware named to the Global 100 most sustainable companies in 2019

VMware's comprehensive cloud infrastructure solutions are in their 4th generation and are production-proven in tens of thousands of customer deployments all over the world. We are the only vendor to offer solutions that span all three tiers of the technology stack: infrastructure and management, application layer and end-user computing layer. Our platforms provide the only evolutionary and pragmatic path to cloud computing that leverages existing investments:

- [Software-Defined Data Center](#) - Our common operating environment lets you rapidly run, manage, connect, and secure apps across data centers, clouds, and devices.
- [Virtual Cloud Network](#) - A Virtual Cloud Network, built on VMware NSX technology, connects and secures your apps and data across private, public, and edge/branch clouds with a scale-out approach that's independent of underlying physical infrastructure.
- [App Modernization](#) - Build, Run and Manage Any App on Any Cloud with Application Modernization
- [Digital Workspace](#) - moving toward a remote-first strategy now, can leave your organization stronger than before. VMware can help create a productive and secure environment for your employees to thrive from anywhere.
- [Intrinsic Security](#) - Leverage your infrastructure to provide adaptive protection for your apps and data, regardless of their location or movement, and seamlessly secure your data centers, clouds, and endpoints so your users have the flexibility and freedom to work as they wish.
- [Multi-Cloud Operations](#) - VMware multi-cloud solutions are designed to help manage workloads that run on the native infrastructure of public clouds like AWS, Azure, and Google Cloud.

11. *Provide a copy or link to any service level agreement with the cloud service provider(s) you are offering in this response.*

The relevant service agreements have been included under the section "Service Level Agreements."

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

Information about VMware's security and compliance can be found on their security and compliance blog here: <https://blogs.vmware.com/security/>

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?*

Carahsoft confirms that we have included all offerings for this contract under Appendix B.

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.)

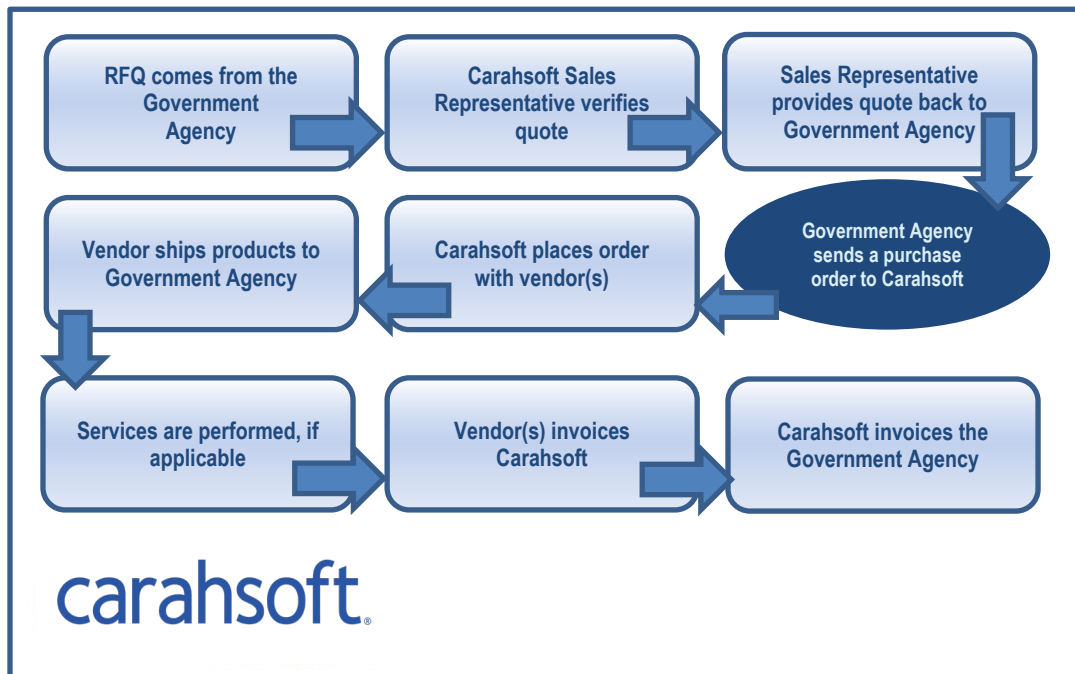
Carahsoft will ensure our customers are receiving the most cost-effective solution for their needs.

15. Does pricing submitted include the required administrative fee?

☐ Yes
☒ No

We are requesting a lower administrative fee in our exceptions.

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



Upon receiving the Request for Quote (RFQ) from the agency, Carahsoft's designated Sales Representative will verify the quote and return the verified version to the respective agency. The agency will then send Carahsoft a purchase order tailored to the specifications of the quote. After our team has reviewed the purchasing information, Carahsoft will place the order with the necessary vendor, who will then ship their products directly to the agency. If the agency specifically requested services, they will be provided at this juncture. Once the agency has received their purchases, the vendor will invoice Carahsoft the total expenses for their business. Carahsoft will then similarly invoice the agency the final cost.

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 type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |

- | | | |
|---|---|---|
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input 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 Mariana 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.

Carahsoft will service this contract from our only location in Reston, VA. Services from vendors will vary as required by the agency.

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

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input 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.

Carahsoft's Sales, Order Operations and IT teams are closely integrated to deliver the most efficient process from quote to cash for the vendors. Our dedicated operations teams, which consists of order management and accounting, consistently ensure that all orders are placed accurately and in a timely manner. Our order entry team will then work directly with the vendor's sales team at Carahsoft in order to ensure thorough compliance with all procurement regulations.

Carahsoft's Customer Relationship Management database, Carahsell, was developed in-house to track its vendors and resellers. This tool facilitates the quoting process by providing an easy-to-use template, which formats all imperative information and pre-calculates quantities and monetary totals. With a single push of a

button, sales representatives can set reminders to callback customers. The importing tool in Carahsell, built by Carahsoft's own IT department, simplifies the entire quoting process. Daily activity reports include prepared quotes in addition to call stats.

Upon award and further discussion, Carahsoft and the vendor will mutually devise a process which will cater to the latter's business structure. In this stage, we aim to work directly with the vendor's order management and accounting teams in order to best understand their processes and procedures; placing emphasis on collaboration will ensure that our business together, particularly processing the orders, runs smoothly and precisely. This is even more important during end-of-quarters and end-of years, as Carahsoft works with our vendors to ensure that every order is processed to ensure booking and quota numbers are met.

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

In order to prepare for any natural or man-made emergencies that could inhibit our operations or communications, Carahsoft has instituted a company-wide Business Continuity Plan (BCP) to outline procedures and instructions for actions before, during, and after. This plan functions as part of Carahsoft's standard operating procedures (SOPs). Carahsoft activates its BCP immediately after determining that an emergency has occurred, and shall be operational within six (6) hours of activation and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first.

Initiation of Emergency Management Procedures

Carahsoft Technology Corp. complies with the policies outlined in the United States Office of Personnel Management (OPM)'s Washington, DC, Area Dismissal and Closure Procedures. Our company leadership will initiate emergency management procedures upon public announcement from the federal emergency management notification system or the OPM (Snow & Dismissal Procedures). Official notification will be executed per the company's organization chart; from the President/Chief Operating Officer to Business Unit's (BU) Vice Presidents to subordinate BU Managers to each employee, ensuring notification and accountability of each employee.

Emergency Management Procedures

In the event of inclement weather and declared emergencies, Carahsoft will always prioritize the safety of its employee. For emergencies occurring during normal business hours, Carahsoft company leadership will physically inform employees on the status and timing of office closures and provide further incident-specific instructions. During non-business hours, employees will be notified of incident-specific instructions per the company's organization chart.

Placing Orders

Carahsoft has prepared multiple "worst-case" methods for customers to place orders immediately after a reported outage.

For total system failure:

A purchase order can be sent to a secondary electronic mail account (via phone or fax) that is monitored by the Carahsoft Project Manager. Carahsoft will then process and fulfill an order manually, entering data into

the system once up and running. This information can be manually relayed to subcontractors for fulfillment if necessary.

For electronic mail outage:

A purchase order can be placed via phone or sent to a secondary electronic email account (via phone or fax) that is monitored by a Carahsoft Project Manager. Carahsoft will then process and fulfill an order manually, entering data into the system once up and running. This information can be manually relayed to subcontractors for fulfillment if necessary.

In the context and operations of this contract, Carahsoft will defer to the emergency procedures and guidelines of the manufacturer.

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

Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available. The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage (www.carahsoft.com). The Live Chat feature will provide Region 10 with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

The following Carahsoft team members will engage with Region 10 and will focus on ensuring that they receive the best use of the system throughout the entire subscription service.

Account Representative – Supporting the Account Manager, the Carahsoft account representatives are responsible for managing day to day responsibilities to assist the Account Manager in providing overall support for the management of the contract.

Account Manager – An assigned account manager will work directly with Region 10 in the initial and continued management of the contract.

Renewal Manager – Will work with our renewal manager to provide accurate renewal pricing in advance of Region 10 subscription term expiration. They work with the Account Manager to assure that the renewal moves toward completion in a controlled manner.

Contracts Manager – This person will work closely with the Account Manager and the appropriate resources at Region 10 to ensure all terms of the contract and project are met and also serve as an escalation point if necessary.

In the context and operations of this contract, Carahsoft will defer to the IT department of the manufacturer, VMware, for standards of operation.

23. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?

Carahsoft currently assists many government agencies with their software acquisition and management process in a variety of ways. Our capabilities include:

- Creating a portal to track and report all license acquisitions and maintenance renewals
- Creating custom reports
- Assisting in the acquisition and tracking of software licenses
- Co-termining maintenance renewals that have different dates into one annual date
- Conducting bi-weekly meetings or any interval requested by the government
- Providing email updates as needed
- Holding regular webcasts with product information and contract details

The Carahsoft team is also experienced in consolidating multiple individual vendor contracts into one cohesive contracting vehicle. These types of vehicles have saved government agencies substantial amounts of time and money. As the government continues to work with new and innovative technologies, Carahsoft has the ability to add vendors quickly to such a contract in order to best support the mission.

At no additional cost, Carahsoft will provide a regular training webcast for Region 10. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 10 would normally have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia. Unfortunately, due to the COVID-19 and current CDC guidelines, this opportunity is not currently available. Once the CDC permits our operations to resume on premise, access to our facilities will be made available to Region 10, so long as it falls within the specified time of the contract.

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.

Carahsoft will interface with VMware to provide any type of assistance necessary to get the solutions running and maintained.

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.

Carahsoft maintains a System Security Plan (SSP) and Plan of Action & Milestones (POA&M) artifact for managing and maintaining our NIST SP 800-171 compliance. This includes leveraging a Governance, Risk Management, and Compliance (GRC) platform which allows us to define information system boundaries, the business unit that system supports, and the sensitive information types involved in those systems. This

also allows us to define the categorization of sensitive information types by using the FIPS-199 categories, which depicts the Confidentiality, Integrity, and Availability (CIA) requirements needed to protect the sensitive information. Based on the CIA impact levels, our GRC platform provides guidance of the minimum security requirements based on the FIPS-200 standard. The GRC platform provides cross mapping and correlation of NIST SP 800-53r4 security controls derived from the FIPS-200 standard to the security requirements defined in the NIST SP 800-171 standard.

In the context and operations of this contract, Carahsoft will defer to the security and data confidentiality guidelines of the manufacturer.

26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Program Manager.

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.

Carahsoft believes in the importance of consistent communication to ensure project success, and will provide the agency multiple avenues of communication for results of performance evaluators and performance of contract requirements. We provide a team of dedicated representatives to assist with customer surveillance.

Carahsoft's Quality Assurance Department assists customers with product delivery details and is an independent technical authority. The Department is the organizational voice that promotes zero-defect customer service, and will function as the liaison on behalf of the customers for product defects or warranty issues. They also manage the vendor's license agreements, terms, and warranty details, and will overlook all processes to ensure operational accuracy and efficiency. Carahsoft's Quality program relies upon the certified manufacturing quality control processes of vendors and partners in conjunction with our Quality Assurance practices. By incorporating our QA process into contractual activities, we maximize the use of corporate resources, while minimizing overlapping programs that are complex and expensive to implement.

and maintain.

Contractual Performance Monitoring

Carahsoft provides quarterly reporting metrics to the agency, which will include all quarterly purchases as well as all licenses presently owned. If requested by the agency, Carahsoft will make current and add-on licenses available in accordance with the current period of performance.

Key Performance Indicator: Carahsoft will mark key performance indicators using three milestone identifiers:

- Contract Kick-Off
- Contract Check-Up
- Contract Completion

Service Monitoring

The agency's main point of contact on the Carahsoft team overseeing this contract administration will be as follows:

Mike Marcinek
VMware SLED Account Manager
mike.marcinek@carahsoft.com
(703) 230-7469

Qualification and Experience

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

Executive Contact

Contact Person: Rob Moore

Title: Vice President

Company: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100

City: Reston State: VA Zip: 20190

Phone: 703.871.8500 Fax: 703.871.8505

Email: Robert.Moore@Carahsoft.com

Account Manager / Sales Lead

Contact Person: Mike Marcinek

Title: Account Manager

Company: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100

City: Reston State: VA Zip: 20190

Phone: 703.230.7469 Fax: 703.871.8505

Email: Mike.Marcinek@Carahsoft.com

Contract Management (if different than the Sales Lead)

Contact Person: Parker Rybak

Title: Contracts Specialist

Company: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100

City: Reston State: VA Zip: 20190

Phone: 703.581.6659 Fax: 703.871.8505

Email: Parker.Rybak@Carahsoft.com

Billing & Reporting/Accounts Payable

Contact Person: Mike Marcinek (specific POC will be assigned post award, but Mike will handle the majority of communication)

Title: Account Manager

Company: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100

City: Reston State: VA Zip: 20190

Phone: 703.230.7469 Fax: 703.871.8505

Email: Mike.Marcinek@Carahsoft.com

Marketing

Contact Person: Mike Marcinek (specific POC will be assigned post award, but Mike will handle the majority of communication)

Title: Account Manager

Company: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100

City: Reston State: VA Zip: 20190

Phone: 703.230.7469 Fax: 703.871.8505

Email: Mike.Marcinek@Carahsoft.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:*

In the interest of our clients' confidentiality and the sensitive nature of the types of services we provide, and in response to clients' requests to reduce the administrative time needed for them to conduct reference calls, Carahsoft can share only limited information regarding references at this time. Carahsoft currently partners with: Texas DIR, Region 4, Texserve. Detailed reference information can be shared later in the RFP process.

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

Please see <https://www.carahsoft.com/buy> for the complete listing of every contract Carahsoft is a part of.

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).*

Our company has operated with the following cooperative purchasing programs:

- The Texas Department of Information Resources (DIR)
- National Association of State Procurement Officials (NASPO)
- OMNIA
- National Cooperative Purchasing Alliance (NCPA)

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.

Please see the section labeled "Appendix C: Certificates."

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

Carahsoft has not been involved in any such actions.

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.

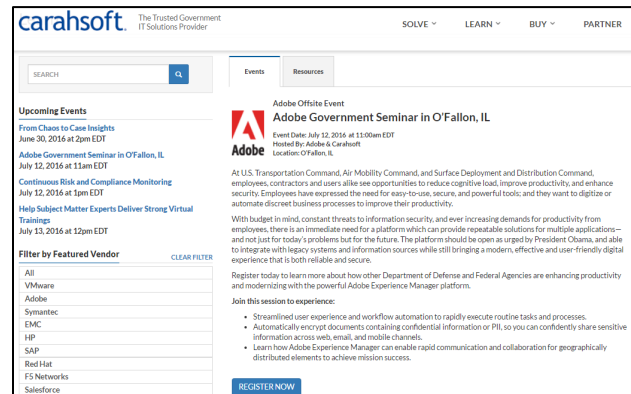
Value Add

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. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- 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
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

Carahsoft has conducted over 1,400 government specific marketing events last year alone. A few examples include:

- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
 - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
 - Institute for Public Procurement (NIGP) – nigp.org
 - National Association of Counties (NACo) – naco.org
 - The United States Conference of Mayors – usmayors.org
 - National League of Cities – nlc.org
 - National Governors Association – nga.org
 - Relevant State Associations



Carahsoft feels that this proactive marketing will be valuable to Region 10 in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

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.

Region 10 ESC reserves the right to use the logo(s) and iconography of the company Carahsoft. Carahsoft grants Region 10 ESC permission for reproduction of its logo(s) and iconography in their marketing, communication, and promotional efforts, so long as they are employed in alignment with our company's values. These rights are permitted within the context and terms of the contract.

37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

This can be negotiated up on award.

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.

None at this time.

APPENDIX B: PRICING

We have completed Attachment B Price List in the original Excel format and have included it as a separate attachment.

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.

Please see the following pages for our letter of authorization from VMware, as well as our business licenses for Arizona and New Jersey.



VMware, Inc.
3401 Hillview Ave.,
Palo Alto, CA 94304 USA

(650) 427 5000 main
(650) 427-5001 fax

www.vmware.com

VMware Authorized Partner Letter

6 January 2021

To Whom It May Concern,

VMware, Inc., a company organized and existing under the laws of Delaware, with its principal place of business at 3401 Hillview Avenue, Palo Alto, California ("**VMware**") hereby confirms that, as of the date above, **Carahsoft Technology Corporation** is a **VMware Authorized Distributor** of VMware. As such, this Partner is authorized to resell VMware equipment, licenses, and services to VMware Authorized Partner Connect Partners for resale to end user customers in **UNITED STATES OF AMERICA** as per the terms and conditions of the existing agreement between Partner and VMware.

For **VMware, Inc.**,

A handwritten signature in black ink, appearing to read "K. Twomey". The signature is fluid and cursive, with a large, stylized "K" and a long, sweeping underline.

Kathy Twomey
Director
Partner Programs Lifecycle Management



November 6, 2019

642870-02-00042

CARASOFT TECHNOLOGY CORPORATION
11493 SUNSET HILLS RD STE 100
RESTON VA 20190-5230



ARIZONA TRANSACTION PRIVILEGE TAX LICENSE

Congratulations! Enclosed is your Arizona Transaction Privilege Tax (TPT) license. Your TPT license expires at the end of the year and must be renewed annually by January 1.

Information you need to file and pay successfully:

- 1. Your Transaction Privilege Tax (TPT) license number is 21330434.** Always use this number in all correspondence or contact with us. Your business start date is **October 1, 2019**.
- 2. Your filing frequency is MONTHLY.** Your filing frequency is based on the amount of gross income you can reasonably expect to generate in your first 12 months of business. Once you begin filing returns, your frequency may change depending on the following thresholds below. You can always request to file more frequently.
 - Monthly - if 12 months of transaction privilege tax liability is more than \$8,000
 - Quarterly - if 12 months of transaction privilege tax liability is between \$2,000 and \$8,000
 - Annual - if 12 months of transaction privilege tax liability is less than \$2,000
- 3. Report your Transaction Privilege, Use, and Severance Tax (TPT) using the Arizona TPT reporting form.** You will report business activity for all locations and classifications on this form. Use the TPT form to calculate the tax due. The TPT form will be preprinted with the business codes and tax regions listed on your license. A paper TPT form will be mailed to you. However, if you do not receive the form in time to file by the due date, the TPT form is available to download from the Forms section at www.azdor.gov. You must file a TPT form even if you have no sales or tax to report for the tax period. Refer to the TPT instructions for more information.
- 4. Due Date for filing TPT form is the 20th of the month.** For taxpayers filing by mail or in person, the TPT form must be received by the Department on or before the second to the last business day of the month. A business day is any day except Saturday, Sunday, or a legal Arizona state holiday.
- 5. Three-digit Location Code** is printed on your license. You will use this number to report activity by location on your TPT tax form.
- 6. If you have more than one location you are required to file electronically.** For additional information on filing and payment options, including on-line services, and forms, visit our website at www.aztaxes.gov.
- 7. A Business Account Update form must be completed if you have changes:** Business name, mailing address, business location, rental location, owner or officer. The Business Account Update form 10193 is available online. Please note one or more fees may apply with some changes. Refer to the Business Account Update form 10193 instructions for more information.

Please note additional information enclosed that will assist you with doing business in the State of Arizona.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CARAHSOFT TECHNOLOGY CORP

Trade Name:

Address: 1860 MICHAEL FARADAY DR STE. 100
RESTON, VA 20190

Certificate Number: 1511213

Effective Date: September 09, 2009

Date of Issuance: February 04, 2019

For Office Use Only:

20190204164113764

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.

None at this time.

REQUIRED FORMS

Please see the following pages for the forms required for the response.

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	Carahsoft Technology Corporation
Address	11493 Sunset Hills Road, Suite 100
City/State/Zip	Reston, VA 20190
Telephone No.	703.871.8500
Fax No.	703.871.8505
Email address	sales@carahsoft.com
Printed name	Kristina Smith
Position with company	Contracts Director
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 _____

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.

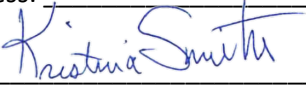
DOC #1 CLEAN AIR AND WATER ACT

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: Carahsoft Technology Corporation

Title of Authorized Representative: Contracts Director

Mailing Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Signature: 

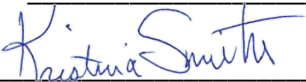
DOC #2 DEBARMENT NOTICE

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: Carahsoft Technology Corporation

Title of Authorized Representative: Contracts Director

Mailing Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

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

3/3/21

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

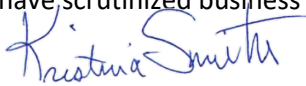
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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

3/3/21

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 Carahsoft Technology Corporation

ADDRESS _____

11493 Sunset Hills Road, Suite 100

Reston, VA 20190

PHONE 703.871.8500

FAX 703.871.8505

RESPONDANT



Signature

Kristina Smith

Printed Name

Director of Contracts

Position with Company

AUTHORIZING OFFICIAL



Signature

Robert Moore

Printed Name

Vice President

Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Carahsoft Technology Corporation
Reston, VA United States

Certificate Number:
2021-723140

Date Filed:
03/04/2021

Date Acknowledged:

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

Education Service Center, Region 10

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

R10-1111
VMware software and services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abod, Craig	Reston, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kristina Smith, and my date of birth is 4/10/1972.

My address is 11493 Sunset Hills Road, Suite 100, Reston, VA, 20190, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of VA, on the 4 day of March, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.)

Carahsoft is incorporated in Maryland, and our principal place of business is in Reston, VA.

Carahsoft Technology Corporation 11493 Sunset Hills Road, Suite 100 Com
pany Name Address

Reston, VA 20190 City
State Zip

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

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? KS
(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? KS
(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? _____

KS

(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 determination 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? _____

KS

(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? _____

KS

(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

substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? KS
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

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.

Does vendor agree? KS
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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.

Does vendor agree? KS
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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).

Does vendor agree? KS
(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? KS
(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? KS
(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? KS
(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? KS
(Initials of Authorized Representative)

14. Applicability to Subcontractors

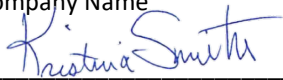
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? KS
(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.

Carahsoft Technology Corporation

Company Name



Signature of Authorized Company Official

Kristina Smith

Printed Name

Contracts Director

Title

3/3/21

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.



3/3/21

Signature of Respondent

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: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA 20190

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.

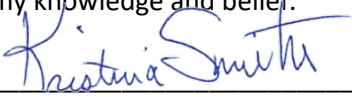
OR:

I Kristina Smith _____, an authorized representative of Carahsoft Technology Corporation, 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
Craig P. Abod is the sole owner of Carahsoft Technology Corporation. Please see Carahsoft's address.		

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

Contracts Director

3/3/21
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA 20190

State of Virginia

County of Faifax

I, Kristina Smith of the Reston
Name City

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

I am the Contracts Director of the firm of Carahsoft Technology Corporation
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

Carahsoft Technology Corporation
Company Name

 Contracts Director
Authorized Signature & Title

Subscribed and sworn before me

this 4th day of March, 2021

Notary Public of New Jersey
My commission expires , 20____

SEAL

Company Name: Carahsoft Technology Corporation
Street: 11493 Sunset Hills Road, Suite 100
City, State, Zip Code: Reston, VA 20190

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 <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| | OR | |
| 2. | A photo copy of their <u>Certificate of Employee Information Report</u> | _____ |
| | OR | |
| 3. | A complete <u>Affirmative Action Employee Information Report (AA302)</u> | <u>X</u> |

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.



Contracts Director

3/3/21

Authorized Signature and Title

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).

Signature of Procurement Agent



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the “State Certificate”) issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the “State Certificate” and any additional New Jersey facilities, with a check in the amount of **\$150.00** payable to **“the Treasurer, State of New Jersey” (fee is non-refundable)** and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous “State Certificate” period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division’s website at **www.state.nj.us/treasury/contract_compliance**. This website provides access to the forms in electronic format or on-line internet submission registration via the internet. You may also call the Division at (609) 292-5473 and a representative will assist you. Please have your State Certificate number ready when calling. Your State Certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a State Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the State Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
=====

NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

MALE							FEMALE					
JOB	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.
CATAGORIES												
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

SIGNATURE

DATE SUBMITTED

LAST FIRST MI

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

Public Agency Instructions

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

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information 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

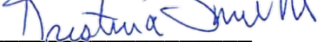
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Carahsoft Technology Corporation		
Address:	11493 Sunset Hills Road, Suite 100,		
City:	Reston	State: VA	Zip: 20190

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.

 Kristina Smith Contracts Director
Signature Printed Name Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	\$ N/A

☐ 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.

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation

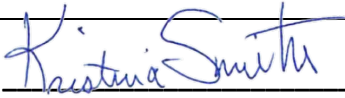
☐ Limited Partnership

☐ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

Name: Craig P. Abod Home Address: 11493 Sunset Hills Road, Suite 100 Reston, VA 20190	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Subscribed and sworn before me this <u>4th</u> day of <u>March</u>, 20<u>21</u></p> <p>(Notary Public)</p> <p>My Commission expires: 07/31/23</p> </div> <div style="width: 50%; text-align: center;">  _____ (Affiant) Kristina Smith, Contracts Director _____ (Print name & title of affiant) _____ (Corporate Seal) </div> </div>	

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.)

Appendix E: Vendor Contract and Signature Form

Article 1: General Terms and Conditions, 1.4: We respectfully request to change the language "one (1) working day after receipt of request" to "a reasonable timeframe" to more adequately accommodate the availability of our customer support team at any given time.

We have also included the "ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group" form indicating we would like to negotiate the 2% administrative fee as referenced in Appendix C: Financial Terms.

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following Administration Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☐ Respondent agrees to all terms and conditions outlined in following Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

Note: if a respondent wishes to negotiation the Administrative Fee amount, the respondent should choose the option to negotiate here.

IN SUMMARY

Carahsoft Technology Corporation and VMware appreciate the opportunity to offer this solution for the Region 10 ESC's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the Region 10 ESC's requirements set forth in Solicitation # R10-1111. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Region 10 Education Service Center on this project.

SERVICE LEVEL AGREEMENTS

Please see the following pages for VMware's service level agreements

Service Level Agreement for VMware Carbon Black Cloud™ and VMware Carbon Black® Hosted EDR™ Service Offerings

Dated as of: 15 January 2020

VMware Carbon Black Cloud and VMware Carbon Black® Hosted EDR™ service offerings (each, as applicable, a **“Service”**) are cloud-based Endpoint security services.

VMware warrants that a Service will perform in accordance with and subject to this Service Level Agreement (“SLA”), which sets forth a customer’s sole and exclusive remedy for any breach of this warranty.

Availability

VMware will use commercially reasonable efforts to ensure that, during any given month of the Subscription Term, a Service achieves 100% Availability (as defined below). If the Availability Percentage (as defined below) during a given month is less than 99.9%, a customer will be eligible for a credit as provided below (“Service Credit”). This SLA applies only to a customer’s production environment of the Service, and not to any non-production environment, including, without limitation, testing, staging, evaluation, or proof of concept.

Unless otherwise provided in this SLA, this SLA is subject to the terms of the Agreement as defined in the Terms of Service. Capitalized terms not defined in this SLA will have the meaning specified in the Agreement.

Definitions

“Available” or **“Availability”** means when the user interface for the Service can be logged into. Availability excludes any period of time that the Service cannot be logged into due to: (i) a failure between the customer’s computing environment, computer(s), or system(s) and the Internet; (ii) factors outside of VMware’s reasonable control; (iii) any action or inaction of Customer or a Customer user, administrator, or anyone acting on behalf of Customer; or (iv) scheduled maintenance periods and necessary but unscheduled Emergency Maintenance.

“Availability Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which a Service was not Available.

“Emergency Maintenance” is unscheduled maintenance that is necessary, in VMware’s reasonable judgment, to address a recently-discovered issue in the Service that could, if left unresolved, materially threaten the security or usability of the Service, Customer Data, or the customer’s systems.

“Maintenance” is the scheduled or unscheduled time where a Service will be updated in order to deploy enhancements or fix issues. If the Service will not be Available for more than eight (8) hours in a given month as a result of scheduled Maintenance, VMware will notify the customer at least thirty (30) days in advance. In any case prior to performing scheduled Maintenance which is expected to result in the Service not being Available, VMware will notify the customer twenty-four (24) hours in advance. In the event of Emergency Maintenance, VMware will notify the customer as soon as practical if the Service is expected to not be Available. All notices under this SLA will be provided to the customer via the VMware Carbon Black User Exchange customer community.

“Monthly Service Fee” is the fee applicable to a month of the Service, and is calculated by taking the annual subscription fee for the Service and dividing by 12.

“Service Credit” is a percentage credit applicable against the Monthly Service Fee, based on the actual Availability Percentage during the applicable month as detailed in the following table:

Availability Percentage	Service Credit
99.5% or over, but below 99.9%	5%
97% or over but below 99.5%	10%
95% or over but below 97%	25%
Below 95%	100%

Service Credit Request

To request a Service Credit, a customer must file a support request at <https://my.vmware.com> within thirty (30) days after the Service was first not Available in the month in question. The claim must include:

- the words **“SLA Service Credit Request”** in the subject line; and
- the dates and times of each period during which the Service was not Available in the month in question and for which Customer is claiming the Service Credit.

Upon receipt of a claim for a Service Credit, VMware will use reasonable efforts to confirm the claim. If the claim is confirmed by VMware, based on VMware’s data and records, then VMware will approve the Service Credit. Customer may not claim more than one Service Credit for any month.

A customer may apply the Service Credits only to its future payments for the Service that is the basis for the Service Credit. Service Credits will not entitle Customer to any refund or other payment from VMware and cannot be applied towards other VMware products or service offerings. Service Credits may not be transferred or applied to any other account. Service Credits will expire twelve (12) months after issuance or when the Subscription Term for the Service expires or terminates, whichever first occurs.

VMware Basic Support

Weekday support for test, development, and non-critical deployments

KEY BENEFITS

- Available by region
- Unlimited number of support requests
- Up to 4 Administrators
- Remote support
- Online access to documentation and technical resources, knowledge base articles, and discussion forums
- Online access to product updates and upgrades

ADDITIONAL INFORMATION

Purchase information can be found by dialing one of [VMware's toll free numbers](#) and choosing the Sales Option or contacting one of [VMware's resellers](#). Additional information about VMware's support policies and offerings can be found in the [Technical Support Guide](#).

TERMS AND CONDITIONS

This datasheet is for informational purposes only. VMware makes no warranties, express or implied, in this datasheet. Basic Support is governed by the [VMware Support Terms and Conditions](#).

Overview

VMware® Basic Support is designed for non-critical applications and platforms that require support during normal business hours. VMware global support centers have been strategically placed to provide you with fast and efficient access to the support center in your region. Each center is staffed with engineers that can provide industry-leading expertise in virtualization and years of experience supporting virtual infrastructure products in real-world customer environments. VMware is committed to delivering enterprise-class, worldwide support with a single objective in mind: your success.

FEATURE	BASIC SUPPORT
Hours of Operation	10 hours/day, Monday - Friday
Length of Service	1 or 3 years
Online Access to Product Updates	Yes
Online Access to Product Upgrades	Yes
Products Supported [1]	Support by Product Matrix
Method of Access	Web
Response Method	Telephone / Web
Remote Support	Yes
Access to VMware Discussion Forums and Knowledge Base	Yes
Number of Support Administrators	4
Number of Support Requests	Unlimited
Target Response Times	Severity 1 – 4 business hours Severity 2 – 8 business hours Severity 3 – 12 business hours Severity 4 – 12 business hours
Business Hours	Monday - Friday

[1] The purchase of Basic Support for VMware Desktop Hypervisor products requires a minimum license quantity of ten (10) per supported product.



Service Level Agreement

VMware® NSX SD-WAN by VeloCloud®

Last updated: April 15, 2018

This Service Level Agreement (“SLA”) for the VMware® NSX SD-WAN by VeloCloud® cloud service offering (the “Service Offering”) is subject to the VMware Terms of Service found at <https://www.vmware.com/download/eula.html>. Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service. We reserve the right to change the terms of this SLA as provided in the Terms of Service.

Availability

VMware will use commercially reasonable efforts to ensure that the Service Offering purchased for an identified user (“you”) is “Available” to you during a given billing month (as defined in the Service Description for the Service Offering) for a period at least equal to the “Availability Commitment” specified in the table below.

Service	Availability Commitment
VMware NSX SD-WAN by VeloCloud	99.99%

VMware Production Support and Subscription Service

Focused, 24-hour support for production environments

KEY BENEFITS

- 24x7 support for Severity 1 issues
- Unlimited number of support requests
- Up to 6 Administrators
- Remote support
- Online access to documentation and technical resources, knowledge base articles, and discussion forums
- Online access to product updates

Overview

The VMware® Production Support and Subscription Service is designed with your production environments in mind. VMware global support centers are staffed around the clock to provide you access to VMware's industry-leading expertise in virtualization and years of experience supporting virtual infrastructure products in real-world customer environments. VMware is committed to delivering enterprise-class, worldwide support with a single objective in mind: your success.

OVERVIEW	
Business Hours	Monday - Friday
Length of Service	1 or 3 years
Online Access to Product Updates	Yes
Online Access to Product Upgrades	Yes
Products Supported [1]	Selected
Method of Access	Web
Response Method	Telephone / Web
Remote Support	Yes
Access to VMware Discussion Forums and Knowledge Base	Yes
Number of Support Administrators	6
Number of Support Requests	Unlimited
Root Cause Analysis	Only available with VMware Premier Support and VMware Success 360
Target Response Times	Severity 1 within 30 minutes, 24 hrs/day, 7 days/week Severity 2 - 4 business hours, 10 hrs/day, 5 days/week Severity 3 - 8 business hours, 10 hrs/day, 5 days/week Severity 4 - 12 business hours, 10 hrs/day, 5 days/week

[1] The purchase of Production Support for VMware Desktop Hypervisor products requires a minimum license quantity of ten (10) per supported product.

Additional Information

The VMware Production Support contract is limited to one business unit and entitlement account per customer, per geography. Additional support account manager and geography coverage options are available for purchase.

For purchase information, call one of the [VMware toll-free numbers](#) and choose the sales option. See the [VMware Technical Support Welcome Guide](#) for additional information about VMware support policies and offerings.

Terms and Conditions

This datasheet is for informational purposes only. VMware makes no warranties, express or implied, in this datasheet. VMware Production Support and Subscription Service engagements are governed by the [VMware Technical Support and Subscription Services terms and conditions](#).

Service Level Agreement for VMware Cloud™ on AWS

Last updated: 16 July 2020

This Service Level Agreement ("SLA") is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware Cloud™ on AWS cloud service offering (the "Service Offering"). Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service and the Service Description. We reserve the right to change the terms of this SLA in accordance with the Terms of Service. The terms and conditions described in this document do not apply to SDDCs deployed in the VMware Cloud on AWS GovCloud region. This document will be updated when formal SLAs are available in this region.

Availability

VMware will use commercially reasonable efforts to ensure that, during any given billing month of the Subscription Term, Availability of each component of the Service Offering ("service component") meets the "Availability Commitment" specified in the table below.

Service Component	Availability Commitment
SDDC Infrastructure (for a cluster in a single availability zone)	99.9%
SDDC Infrastructure (for a stretched cluster across more than one availability zone)	99.99%
SDDC Management	99.9%
VMware Site Recovery - Management	99.9%

If the Availability of the service component is less than the associated Availability Commitment, then you may request an SLA Credit. Availability in a given billing month is calculated according to the following formula:

"Availability" = ([total minutes in a billing month – total minutes Unavailable] / total minutes in a billing month) x 100

Unavailability and SLA Events

A service component will be considered "Unavailable", subject to the Service Level Agreement Limitations set forth below, if VMware's monitoring tools determine that one of the following events (each, an "SLA Event") has occurred.

The total minutes that the service component is Unavailable for a particular SLA Event is measured from the time that the SLA Event has occurred, as validated by VMware, until the time that the SLA Event is resolved such that the service component is no longer Unavailable.

If two or more SLA Events occur simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.

Each of the following will be considered an SLA Event for the VMware Cloud on AWS service:

SDDC Infrastructure:

- a) All of your virtual machines ("VMs") running in a cluster do not have any connectivity for four consecutive minutes.
- b) None of your VMs can access storage for four consecutive minutes.
- c) None of your VMs can be started for four consecutive minutes.

SDDC Management:

- a) Your vCenter server is inaccessible for four consecutive minutes.
- b) Your NSX manager is inaccessible for four consecutive minutes.

VMware Site Recovery Management:

- a) Your VMware Site Recovery Manager server, running on VMware Cloud on AWS, is inaccessible for four consecutive minutes.
- b) Your VMware vSphere Replication management server, running on VMware Cloud on AWS, is inaccessible for four consecutive minutes.

Availability of the Service Offering is dependent on and subject to availability of the AWS infrastructure on which the Service Offering is hosted. Availability of the AWS infrastructure is not covered by the service availability metrics set forth in this Service Level Agreement. If the AWS infrastructure is unavailable, and therefore the Service Offering is unavailable, your sole recourse pursuant to the Agreement is to us, and not to AWS. In such event, we have recourse to AWS pursuant to our separate agreement with AWS. You may have recourse to AWS pursuant to your separate agreement with AWS, which is required as provided in the Service Description, for any unavailability of the AWS systems.

Requirements

To be eligible to receive any SLA Credits for an SLA Event, you must meet the following requirements:

- For non-stretched clusters without VMware Elastic vSAN™ for VMware Cloud™ on AWS ("VMware Elastic vSAN"), you must have a minimum configuration for all VM storage policy Numbers of Failures To Tolerate (FTT) = 1 when the cluster has 2 to 5 hosts, and a minimum configuration of FTT = 2 when the cluster has 6 to 16 hosts.
- For non-stretched clusters with VMware Elastic vSAN, you must have a minimum configuration for all VM storage policy Numbers of Failures To Tolerate (FTT) = 1 when the cluster has 3 or more hosts
- For stretched clusters (with or without VMware Elastic vSAN), spanning across more than one availability zone, you must have a minimum configuration for all VM storage policy Site Disaster Tolerance (PFTT) = Dual Site Mirroring and Secondary level of failures to tolerate (SFTT) = 1
- The storage capacity for the cluster retains slack space of 25% available (as described in the VMware vSAN™ storage guide)
- There must be sufficient capacity on the cluster to support starting a VM.

SLA Credits

Each “SLA Credit” is an amount equal to a portion of the monthly recurring or metered subscription amount (net of any discounts) for the billing month in which the SLA event occurred.

If an SLA Event occurs for your SDDC Infrastructure, it applies to a cluster within the SDDC. For each SLA Event for a cluster, you are entitled to an SLA Credit proportional to the number of hosts in that cluster. For example, for an SDDC with two clusters, where the first cluster has 4 hosts and the second cluster has 6 hosts, if there is an SLA Event that affects the first cluster, then the SLA Credit would be applied to 40% of the monthly recurring or metered subscription amount (excluding add-ons, and net of any discounts) for the billing month in which the SLA Event occurred.

If an SLA Event occurs for your SDDC Management, it applies to the entire SDDC. For each SLA Event for the SDDC, you are entitled to an SLA Credit for the entire SDDC. For example, for an SDDC with two clusters where the first cluster has 4 hosts and the second cluster has 6 hosts, if there is an SLA event that applies to the first cluster, then the SLA Credit would be applied to 100% of the monthly recurring or metered subscription amount (net of any discounts) applicable to the SDDC for the billing month in which the SLA Event occurred.

If an SLA Event occurs for VMware Site Recovery management, it applies to all VMs protected using VMware Site Recovery add-on. For each SLA Event for VMware Site Recovery, you are entitled to an SLA Credit for the VMware Site Recovery add-on. For example, for an SDDC with the VMware Site Recovery add-on, if there is an SLA event that applies to the SDDC, then the SLA Credit would be applied to 100% of the monthly recurring or metered subscription amount (excluding add-ons, and net of any discounts) applicable to the VMware Site Recovery add-on for the billing month in which the SLA Event occurred.

SDDC Infrastructure

For a cluster in a single availability zone

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

For a stretched cluster across more than one availability zone

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

SDDC Management

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

VMware Site Recovery Management

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to the service component being Unavailable: (i) scheduled maintenance where you have been notified at least 24 hours in advance, (ii) recurring or zero-impact maintenance that is generally applicable to all customers, (iii) your misuse of the service offering or a service component, (iv) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within our control or that could not have been avoided with commercially reasonable care, (v) acts or orders of government, (vi) packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity, or (vii) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround).

In addition to the requirements set forth, above, you will not be eligible to receive an SLA Credit if: (i) your account has any delinquent payments for the Service Offering, (ii) you are in violation of Section 3 ("Acceptable Use") of the Terms of Service during the time of the SLA Event, or (iii) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

VMware's monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, VMware will provide to you, within 45 days after a confirmed SLA Event, a copy of the Availability report that VMware makes generally available to customers.

Service Level Agreement Claims

To request an SLA Credit, you must file a support request at <https://my.vmware.com> within sixty (60) days after the suspected SLA Event. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event based on VMware's data and records.

SLA Credits will be issued to the person or entity that VMware invoices for the Service Offering, as a separate credit memo that can be applied towards a future invoice for that Service Offering instance. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.

The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.



Service Level Agreement

VMware Learning Platform™

Effective: 10 July 2020

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware Learning Platform™ service offering (the “Service Offering”). Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service and the Service Description. We reserve the right to change the terms of this SLA in accordance with the Terms of Service.

The terms and conditions described in this document referring to the “Hosted Cloud Service” will not apply in the event of customer-provided infrastructure (referred to as “Bring Your Own Cloud” or “BYOC”).

Definitions

- Availability Zone – Cloud datacenter location which is infrastructure-independent and fault-isolated.
- Hosted Cloud Service – VMware-provided infrastructure distributed globally in multiple Availability Zones where lab workloads are deployed.
- Bring Your Own Cloud (“BYOC”) – Customer-provided infrastructure where lab workloads are deployed.

Availability

VMware will use commercially reasonable efforts to ensure that, during any given billing month of the Subscription Term, Availability of each component of the Service Offering (“service component”) meets the “Availability Commitment” specified in the table below.

Service	Availability Commitment
Learning Platform – Student Interface	99.9%
Learning Platform – Administration Interfaces	99.9%
Orchestration Operations	99.9%
Hosted Cloud Service (Multi-Zone)* <i>* does not apply to customer-provided infrastructure</i>	99.95%

* requires use of at least two (2) Availability Zones; if an Availability Zone becomes unavailable, redeploying labs may be required.	
Hosted Cloud Service – Single Availability Zone	99.5%

If the Availability of the Service Offering is less than the Availability Commitment, then you may request an SLA Credit. Availability in a given billing month is calculated according to the following formula:

“Availability” = $([\text{total minutes in a billing month} - \text{total minutes Unavailable}] / \text{total minutes in a billing month}) \times 100$

Unavailability and SLA Events

The Service Offering will be considered “Unavailable”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine one of the following events (each, an “SLA Event”) has occurred:

- Student Interface is inaccessible for five consecutive minutes
- Administrative Interfaces are inaccessible for five consecutive minutes
- Unable to deploy student lab workloads to a single Availability Zone for five consecutive minutes*
- Unable to deploy student lab workloads to two or more Availability Zones for five consecutive minutes*

*SLA Events not measured against BYOC infrastructure.

Please Note: Failure of the Service Offering, due to one or more of the above-mentioned events, will be subject to a root cause investigation if the infrastructure is provided by the customer, or if the failure may be due to a misconfiguration of customer-created content.

The total minutes that the Service Offering is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the Service Offering is Available to you.

If two or more SLA Events occur simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.

Requirements

To be eligible to receive any SLA Credits for an SLA Event, you must meet the following requirements:

- Events affecting customers providing their own infrastructure will be subject to a thorough investigation to determine the root cause. Results of an investigation which clearly indicate that the root cause cannot be attributed to the Service Offering will mean that the customer is not eligible to receive any SLA Credits.
- Service attributes and lab content are configured correctly for use within the Service Offering.
- Required bandwidth is available as per VMware recommendations for proper functioning of the Service Offering.

- Required capacity is available as per VMware recommendations for proper functioning of the Service Offering.

SLA Credits

Each “SLA Credit” is an amount equal to a portion of the monthly recurring or metered subscription amount (net of any discounts) for the billing month in which the SLA event occurred.

Service Offering – Student Interface

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Service Offering – Administration Interfaces

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

Orchestration Operations

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Hosted Cloud Service (Multi-Zone)

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.95% but equal to or greater than 99.90%	10%
Less than 99.90%	30%

Hosted Cloud Service (Single Zone)

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to a service component being Unavailable:

- (i) scheduled maintenance where you have been notified at least 24 hours in advance,
- (ii) recurring or zero-impact maintenance that is generally applicable to all customers,
- (iii) your misuse of the Service Offering or a service component,

- (iv) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within our control or that could not have been avoided with commercially reasonable care,
- (v) acts or orders of government,
- (vi) packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity, or
- (vii) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround).

You will not be eligible to receive an SLA Credit if:

- (a) you are delinquent on any payments for the Service Offering,
- (b) you are in violation of Section 3 ("Acceptable Use") of the Terms of Service during the time of the SLA Event, or
- (c) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

VMware's monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, VMware will provide to you, within 45 days after a confirmed SLA Event, a copy of the Availability report that VMware makes generally available to customers.

Service Level Agreement Claims

To request an SLA Credit, you must file a support request at <https://my.vmware.com> within thirty (30) days after the suspected SLA Event. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event based on VMware's data and records.

SLA Credits will be issued to the person or entity that VMware invoices for the Service Offering, as a separate credit memo that can be applied towards a future invoice for the Service Offering. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.

The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.

Service Level Agreement

VMware Tanzu™ Service Mesh™, built on VMware NSX®

Dated: 01 June 2020

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for VMware Tanzu™ Service Mesh™, built on VMware NSX® (the “Service Offering”) found at <https://www.vmware.com/download/eula.html>. Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service and the Service Description. We reserve the right to change the terms of this SLA in accordance with the Terms of Service.

Availability

VMware will use commercially reasonable efforts to ensure that the Service Offering is available during a given billing month equal to the “Availability Commitment” specified in the table below.

Service	Availability Commitment
Tanzu Service Mesh	99.5%

If the Availability of the Service Offering is less than the Availability Commitment, then you may request an SLA Credit. Availability in a given billing month is calculated according to the following formula:

$$\text{“Availability”} = ([\text{total minutes in a billing month} - \text{total minutes Unavailable}] / \text{total minutes in a billing month}) \times 100$$

Unavailability and SLA Events

The Service Offering will be considered “Unavailable”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine that the following event (an “SLA Event”) has occurred. The total minutes that the Service Offering is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred until the time that VMware resolves the SLA Event such that the Service Offering is Available to you.

The following will be considered an SLA Event for the Service Offering:

A user cannot successfully authenticate and access the user interface of the Service Offering for more than five (5) consecutive minutes (excluding failures to authenticate or access resulting from an issue on the customer’s network or authentication service, if applicable).

SLA Credits

Each “SLA Credit” is an amount based on the period of unavailability for the billing month in which the SLA event occurred.

Service Level Agreement Limitations

You will not be eligible to receive an SLA Credit if:

- (a) your VMware Cloud Services Organization is not set up for federated identity management to use your single sign-on and identity source to sign in to VMware Cloud Services,
- (b) the SLA Event was due to failure of your single sign-on or identity source,
- (c) you are delinquent on any payments for the Service Offering,
- (d) you are in violation of Section 3 ("Acceptable Use") of the Terms of Service during the time of the SLA Event, or
- (e) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

The following will be excluded from any time-based calculations related to the Service Offering being Unavailable:

- (i) scheduled maintenance where you have been notified at least 24 hours in advance,
- (ii) recurring or zero-impact maintenance that is generally applicable to all customers,
- (iii) your misuse of the service offering or a service component,
- (iv) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within our control or that could not have been avoided with commercially reasonable care,
- (v) acts or orders of government,
- (vi) packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity, or
- (vii) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround).

VMware's monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, VMware will, within 45 days after a confirmed SLA Event, provide you with a copy of the Availability report that VMware makes generally available to customers.

Service Level Agreement Claims

To request an SLA Credit, you must file a support request at <https://my.vmware.com/> within thirty (30) days after the suspected SLA Event. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event based on VMware's data and records.

SLA Credits will be issued to the person or entity that VMware invoices for the Service Offering, as a separate credit memo that can be applied towards a future invoice for the Service Offering. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.

The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.



Service Level Agreement

VMware Tanzu™ Observability™ by Wavefront

Last updated: February 14, 2018

This Service Level Agreement (“SLA”) for the the VMware Tanzu™ Observability™ by Wavefront cloud service offering (the “Service Offering”) is subject to the VMware Terms of Service found at <https://www.vmware.com/download/eula.html>. Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service. We reserve the right to change the terms of this SLA as provided in the Terms of Service.

Availability

VMware will use commercially reasonable efforts to ensure that the Service Offering purchased for an identified user (“you”) is “Available” to you during a given billing month (as defined in the Service Description for the Service Offering) for a period at least equal to the “Availability Commitment” specified in the table below.

Service	Availability Commitment
Tanzu Observability	99.95%

If the Availability of the Service Offering is less than the Availability Commitment set forth in the table above, then you may request Service Credits. Availability in a given billing month is calculated according to the following formula:

$$\text{“Availability”} = ([\text{total minutes in a billing month} - \text{total minutes Unavailable}] / \text{total minutes in a billing month}) \times 100$$

Unavailability and SLA Events

The Service Offering will be considered “Unavailable” to you, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine one of the events described below (each, an “SLA Event”) has occurred.

The total minutes that the Service Offering is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the Service Offering is Available to you.

If two or more SLA Events occur simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.

Each of the following will be considered an SLA Event for the Service Offering:

- Any of the network interfaces of the Service Offering are unavailable for more than three (3) consecutive minutes. The “network interfaces of the Service Offering” means the outside network interfaces providing the Service Offering’s public internet connectivity.
- A user cannot successfully authenticate and access the user interface of the Service Offering for more than three (3) consecutive minutes (excluding failures to authenticate or

access resulting from an issue on the customer's network or authentication service, if applicable).

- The Service Offering is unable to ingest any data for more than three (3) consecutive minutes.
- All valid query execution requests return with a server error for more than three (3) consecutive minutes.
- The Service Offering is unable to perform checking of at least one alert for more than three (3) consecutive minutes.

Service Credits

"Service Credits" means an SLA Credit. An "SLA Credit" is an amount equal to 10% of the monthly Service Offering recurring or metered (as applicable) subscription charges invoiced by VMware for Service Offering in the billing month for which the SLA Credit is due.

If the Availability of the Service Offering is less than the Availability Commitment in a given billing month, you may request one (1) SLA Credit, and one (1) additional SLA Credit for each additional 300 minutes the Service Offering was Unavailable, up to a maximum of three (3) SLA Credits in a given billing month.

Service Level Agreement Limitations

The following are excluded from any time-based calculations related to the Service Offering being Unavailable:

- (i) scheduled maintenance windows where you have been notified at least twenty-four (24) hours in advance
- (ii) recurring or zero-impact maintenance windows that are made generally available to all customers
- (iii) your misuse of a particular instance of the Service Offering
- (iv) force majeure events, denial of service attacks, virus or hacking attacks for which there is no commercially reasonable, known solution, or any other events that are not within our direct control or that could not have been avoided with commercially reasonable care
- (v) packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity
- (vi) bugs in code, hardware, or services for which there is no commercially reasonable known fix (even if there is a known workaround)
- (vii) any SLA issue during a period where you increase the Data Ingest Rate (DIR) or Data Scan Rate (DSR) by more than 30% over the previous billing month (as measured by taking the 95th percentile over that month) without notifying and reaching agreement with VMware Customer Support for the Tanzu Observability Service Offering

You will not be eligible to receive a Service Credit if:

- a. you are delinquent on any payments for the Service Offering, or
- b. you are in violation of Section 3 ("Acceptable Use") of the Terms of Service during the time of the SLA Event, or
- c. the SLA Event was due to your failure to meet your security responsibilities as set forth in the Terms of Service.

VMware's monitoring tools, data and records will be the sole source of information used to track and validate Availability. Upon request, VMware will provide you, within forty-five (45) days after a confirmed SLA Event (but no more than once per calendar year), a copy of the Availability report that VMware makes generally available to customers.

Service Level Agreement Claims

In order to request any Service Credit, you must file a support request at <https://help.wavefront.com/hc/en-us/requests> within thirty (30) days after the suspected SLA Event. VMware will review the request and issue a Service Credit when VMware validates the SLA Event based on VMware's data and records.

Service Credits will be issued to the person or entity that VMware invoices for the applicable instance of the Service Offering, as a separate credit memo that can be applied against future charges for that Service Offering instance. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.

The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.



Service Level Agreement for VMware Workspace ONE® and VMware Horizon® Service

Updated: 06 April 2020

This Service Level Agreement (“**SLA**”) for VMware Workspace ONE® and VMware Horizon® Service (each, a “**Service Offering**”) is subject to VMware’s Terms of Service for cloud service offerings, found at <http://www.vmware.com/download/eula.html>. Capitalized terms not defined in this SLA have the meanings specified in the Terms of Service. We reserve the right to change the terms of this SLA as provided in the Terms of Service.

Availability

VMware will use commercially reasonable efforts to ensure that each component of a Service Offering (“**Service Component**”) listed in the Per Service Component Availability chart below maintains at least 99.9% Availability (the “**Availability Commitment**”) during a given billing period. For purposes of this SLA, the billing period will be deemed to be a calendar month, unless otherwise specified in the applicable Service Description.

For the Workspace ONE service offering, see the Workspace ONE edition comparison table, at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/workspace-one-editions-comparison.pdf> for guidance on the Service Components included in your purchased Workspace ONE edition.

If the Availability of the Service Component is less than the associated Availability Commitment, then you may request an **SLA Credit**. Availability in a given billing period is calculated according to the following formula:

Availability = ([total minutes in a billing period – total minutes Unavailable] / total minutes in a billing period) x 100

Per Service Component Availability

A service component will be considered “**Unavailable**”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine that VMware is not providing the following Monthly Availability Measurements (each occurrence, an “SLA Event”):

Service Component	Monthly “Availability” Measurement
VMware Workspace ONE® UEM	Administrators and users are able to login to the service with their correct credentials
VMware Workspace ONE® Access™	Users are able to login and access their applications through the service
VMware Workspace ONE® Intelligence™	Administrators can access the Workspace ONE Intelligence console
VMware Workspace ONE® Intelligence™ for Consumer Apps	Administrators can access the Workspace ONE Intelligence console

Service Component	Monthly “Availability” Measurement
VMware Workspace ONE® Assist™	Administrators are able to use the Workspace ONE UEM console to connect to enrolled and network connected remote devices through the service Workspace ONE UEM enrolled devices with a network connection are able to successfully enroll with the Workspace ONE Assist service
VMware Horizon® Cloud Service™ on Microsoft Azure	Administrators can access the Horizon Cloud control plane Users can access their desktops and applications through the service
VMware Horizon® Cloud Service™ on IBM Cloud	Administrators can access the VMware Horizon Cloud administration console Users can access their desktops and applications through the service
VMware Horizon® 7 subscription	Administrators can access the Horizon Cloud control plane

The total minutes that the service component is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the service component is Available to you.

HORIZON SERVICE - NOTES

For Horizon Cloud Service on IBM Cloud, vGPU Desktops and Workstations are not subject to this Service Level Agreement.

For Horizon Cloud Service on Microsoft Azure and Horizon Cloud Service on IBM Cloud, Availability of the Service Offering is dependent on and subject to the availability of the IBM Cloud or the Microsoft Azure infrastructure (each a “Cloud Provider Infrastructure”) on which the Service Offering is hosted. Availability of the Cloud Provider Infrastructure is not covered by the Availability metrics in this Service Level Agreement. If the Cloud Provider infrastructure is unavailable, and therefore the Service Offering or the Service Component is unavailable, your sole recourse under this Service Level Agreement is to us, and not to IBM or Microsoft (each a “Cloud Provider”). We may have recourse to the Cloud Provider pursuant to our separate agreement with the applicable Cloud Provider. You may have recourse to IBM pursuant to your separate agreement, if any, with IBM for IBM Cloud hosted infrastructure outside of the VMware Horizon Cloud Service on IBM Cloud.

SLA Credits

If the Availability of a Service Component is less than the associated Availability Commitment in a given calendar month, you may request an SLA Credit in accordance with the following table:

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but greater than or equal to 99.5%	10%
Less than 99.5% but greater than or equal to 99.0%	20%
Less than 99.0%	30%

An “SLA Credit” is equal to the SLA Credit Percentage of the monthly recurring or metered subscription fees (net of any discounts) for the billing month in which the SLA event occurred.

HORIZON SERVICE - NOTES

For Horizon Cloud Service on Microsoft Azure and Horizon Cloud Service on IBM Cloud, if you cannot access a portion of your running virtual machines (that is, less than all your running virtual machines), SLA Credits will be prorated relative to the total number of virtual machines in the instance at the time of the partial SLA Event.

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to the service component being Unavailable:

- (i) scheduled maintenance where you have been notified at least 5 days in advance;
- (ii) non-standard or emergency maintenance windows when required maintenance cannot be performed during the scheduled maintenance window due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance;
- (iii) recurring or zero-impact maintenance that is generally applicable to all customers, even if you are not notified in advance;
- (iv) your misuse of any of the Service Offerings or any component of them, including your failure to follow configuration requirements for the Service Offering as set forth in the Documentation, faulty input (by you), or failure to comply with the acceptable use guidelines set forth in the Terms of Service;
- (v) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within our control or that could not have been avoided with commercially reasonable care;
- (vi) acts or orders of government;
- (vii) packet loss, network or internet problems beyond VMware’s border router supporting our public internet connectivity;
- (viii) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround);
- (ix) any network issues caused by compromised devices or desktops with regards to virus or spyware;
- (x) your failure to implement required network configurations or changes within your control as needed for operation of any of the Service Offerings (e.g., your on-premise network, express routes, MPLS, your Microsoft Azure environment, etc.);
- (xi) any issues caused by not up-to-date and non-compatible software versions of (a) software on Horizon Cloud Node, (b) VMware tool running in the desktops, (c) Software agents such as DaaS, Horizon, and User Environment Manager, (d) Horizon Client, (e) Unified Access Gateway, or (g) customer operating system configuration or installed third party software that prevents access to the Service Offering or degrades desktops’ performance, or
- (xii) any issues caused by any of the following not being up-to-date (a) dependent products/components such as product agents, (b) VMware tools running in the desktops, or (c) customer operating system configuration or installed third party software that prevents access to the Service Offering or degrades desktops performance; and
- (xiii) for Horizon Cloud Service on Microsoft Azure, running non-Horizon Service workloads on the Microsoft Azure infrastructure paired with the Horizon Service.

You will not be eligible to receive an SLA Credit if: (i) your account has any delinquent payments for the Service Offering, (ii) you are in violation of Section 3 (Acceptable Use) of the Terms of Service during the time of the SLA Event, or (iii) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

VMware's monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, VMware will provide to you, within 45 days after a confirmed SLA Event, a copy of the Availability report that VMware makes generally available to customers.

Service Level Agreement Claims

To request an SLA Credit, you must file a support request at <https://my.vmware.com> within ninety (90) days after the suspected SLA Event. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event based on VMware's data and records.

SLA Credits will be issued to the person or entity that VMware invoices for the Service Offering, as a separate credit memo that can be applied towards a future invoice for that Service Offering instance. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.

The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim relating to this SLA.