

# MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## 1. RECITALS

**A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

**B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

**C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

**D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

**E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

**F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

**G.** CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

**H.** CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## 2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Pricing**
- a. **Not-To-Exceed Pricing**. All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.
- b. **Pricing Adjustments**. No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.
- It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.
- c. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.
- 2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the

Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

## **2.5. Formation of Contract**

- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder’s contract document shall not become part of CCOG and Equalis Groups’ contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier’s complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
  - (1) General terms and conditions
  - (2) Specifications and scope of work
  - (3) Attachments and exhibits
  - (4) Documents referenced or included in the solicitation

## **2.6. Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. **Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any supplemental agreements with Members (“**Losses**”).

2.8. **Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier’s performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier’s provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors,

employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.9. Termination Rights.** The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

**2.10. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.11. Audit of Winning Supplier.** CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections

and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.12. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.13. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**a. Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of  
Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway,  
Suite 298  
Plano, Texas 75024

**2.14. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

- 2.15. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.
- 2.16. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.
- 2.17. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.
- 2.18. Nondiscrimination & Intimidation.**
- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
  - b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
  - c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



***REQUEST FOR PROPOSALS:***  
Cloud Solutions

***RFP #:***  
COG-2139

***ISSUED BY:***  
The Cooperative Council of Governments  
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139*

***DATED:***  
October 7, 2022

***SECTION ONE:***  
Part A – Overview, Scope, and Project Information  
Part B – Conditions and Other Requirements  
Part C – Bid Submission, Format, Evaluation, and Award



## **SECTION ONE**

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# Section One, Part A – Overview, Scope, and Project Information

## 1. Overview

This request for proposal (“**RFP**”) is published by the Cooperative Council of Governments (“**CCOG**”) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for cloud-based technology solutions (the “**Program**”) that will be available to current and future members of Equalis Group (the “**Members**”). Under applicable state statutes, public sector entities nationwide that join Equalis Group can purchase products and services through the resulting Master Agreement without having to conduct their own formal procurement process, thereby saving both themselves and the awarded suppliers (a “**Winning Supplier**” or “**Supplier Partner**”) significant time and money.

## 2. CCOG Background

CCOG is a Council of Governments and Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is an Equalis Group, LLC (“**Equalis Group**”) lead public agency and, in that role, conducts formal public sector competitive solicitation processes in compliance with applicable public sector procurement guidelines to select a Winning Supplier(s) to provide products and services to Members.

At the conclusion of this RFP process, CCOG will award a Master Agreement to the Winning Supplier(s).

## 3. Role of Equalis Group

Equalis Group works with lead public agencies, such as CCOG, that are legally empowered to conduct formal procurement processes, enter into Master Agreements, and make those Master Agreements available to public sector organizations such as: municipalities, K-12 school districts, counties, higher education institutions, special districts, tribal nations, and state and federal agencies as well as non-profit and for-profit organizations across the country.

The Winning Supplier(s) and Equalis Group will also enter into a separate management agreement (the “**Administration Agreement**”) which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members and ii) the financial terms between the parties. The Winning Supplier and Equalis Group will work closely together to develop and implement marketing and sales strategies to drive program adoption with current and future Members across the country.

Equalis Group, is committed to actively engage with the Winning Suppliers to grow profitable public sector revenue by:

- 3.1. Training Supplier Partners’ sales representatives** on the pricing, terms, and conditions of the Master Agreement and how to sell their products and services through this already procured contract vehicle.
- 3.2. Developing sales tools** that address common legal, procurement and compliance questions.
- 3.3. Creating, implementing, and managing marketing and sales campaigns** to jointly identify public sector prospects across the country.
- 3.4. Supporting the sales process** by providing subject matter expertise to prospective Members on the legitimacy of the procurement process that established the Master Agreement.

## 4. Purpose

The primary purpose of this Program is to offer Members a complete and comprehensive offering of cloud-based technology solutions that can be customized to meet the unique needs of each Member. This RFP and contract award process is a solutions-based solicitation; meaning that CCOG is seeking solutions that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## 5. Scope

CCOG is seeking proposals for any type of cloud-based service solution. Cloud services are infrastructure, platforms, or software that are hosted by third-party providers and made available to users through the internet. Bidders may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services. Products, services, and solutions within the scope of this RFP include, but are not limited to:

### 5.1. Cloud Service Categories:

- a. Infrastructure as a Service (IaaS)
- b. Platform as a Service (PaaS)
- c. Software as a Service (SaaS)
- d. Application Platform as a Service (aPaaS)
- e. Any other technology solution delivered via the cloud

This scope should be read as including all products, equipment, software, services, and any other capability that Bidders are able to offer which supports or complements the scope as defined above.

## 6. RFP Documents

This RFP documents consist of the following:

### 6.1. Section One:

- a. Part A – Overview, Scope, and Project Information
- b. Part B – Conditions and Other Requirements
- c. Part C – Bid Submission, Format, Evaluation, and Award

### 6.2. Section Two:

- a. Proposal Submission, Technical Proposal, Cost Proposal and Required Forms

### 6.3. Section Three:

- a. General Terms and Conditions of Master Agreement

### 6.4. Attachments:

- a. Attachment A – Sample Administration Agreement
- b. Attachment B – Cost Proposal Template
- c. Attachment C – State Notice

## 7. Anticipated Procurement Timetable

CCOG reserves the right to revise this schedule after providing reasonable notice in the best interest of CCOG and/or to comply with the State of Ohio procurement procedures and regulations. All times are Eastern time zone. CCOG utilizes [Bonfire](#), an online procurement platform, to publish RFPs, manage communication including the Q&A process, and receive proposals.

Activity	Dates & Times
RFP Publication; Q&A Period Opens	October 7, 2022

Pre-Proposal Meeting	November 1, <u>2022</u> , from 2:30PM to 3:30 PM Eastern*
Q&A Period Closes	November 3, 2022 at 5 PM Eastern
Q&A Responses Distributed	November 4, 2022
Deadline for Proposal Submission & Public Opening	November 10, 2022, at 3 PM Eastern*
Finalist Presentations	To Be Determined
Contract Award Issued	January 1, 2023 (estimated)

\*Any Bidders experiencing technical difficulties accessing the RFP through Bonfire should contact Bonfire customer support by submitting a support ticket to [Support@GoBonfire.com](mailto:Support@GoBonfire.com), access the Vendor FAQ at [www.gobonfire.com/support/](http://www.gobonfire.com/support/), or receive online support via online chat at [www.gobonfire.com/support/](http://www.gobonfire.com/support/).

## 8. Q&A Period

Bidders may submit questions regarding this RFP through Bonfire during the Q&A Period as outlined in **Anticipated Procurement Timetable**. To submit a question, Bidders must submit written questions under the Messages section on Bonfire. Questions about this RFP must reference the section number of this RFP in question.

CCOG may, at its sole discretion, disregard any questions which do not appropriately reference an RFP or attachment. CCOG will not respond to any questions received after the date and time that the Q&A Period closes.

CCOG's responses to all questions submitted through Bonfire will be added to Bonfire as an addendum to the RFP on or before the date provided in **Anticipated Procurement Timetable**. Any interpretation or correction of the RFP will be made only by an addendum posted on Bonfire. CCOG will not be responsible for providing any other explanations or interpretations of the RFP.

Bidders' proposals are to take into account any information communicated by CCOG in the RFP Q&A Addendum. **It is the responsibility of all Bidders to check for all updates regarding this RFP on Bonfire.**

## 9. Pre-Proposal Meeting

At the date and time indicated in the **Anticipated Procurement Timetable**, a voluntary pre-proposal meeting will be held via Zoom. The intent of this meeting is to provide an overview of CCOG, Equalis Group, the RFP, the document package and to field any questions Bidders may have related to this RFP. Information to participate in the pre-proposal meeting will be posted on Bonfire under Events section.

## 10. Public Opening

The public opening of proposals received in response to this RFP will be held at the date and time proposals are due and will solely consist of opening all proposal received and identifying the Bidders who responded. The public opening will be held via Zoom with the information to participate posted on Bonfire under Events section. **All responses must be received by the date and time listed for the Public Opening. Late responses will not be considered, and it is the responsibility of Bidders to ensure they are able to properly submit through the Bonfire platform.**

## 11. Communications Prohibited

From the issuance date of this RFP until the award of contract to the Winning Supplier(s), there may be no communications concerning the RFP between any Bidder that expects to submit a proposal and any employee of CCOG,

Equalis Group, any member of the Proposal Review Team (“**PRT**”), or any other individual, regardless of their employment status, who is in any way involved in the development of the RFP or the selection of a Winning Supplier (“**Communications Prohibited**”). The only exceptions to the Communications Prohibited are as follows:

- 11.1.** Any communications related specifically to the Question & Answer (Q&A) Period;
- 11.2.** As necessary in any pre-existing or on-going business relationship between CCOG, Equalis Group, and any supplier that could submit a proposal in response to this RFP;
- 11.3.** As part of any Bidder interview process or proposal clarification process initiated by CCOG, which CCOG deems necessary at its sole discretion; and
- 11.4.** Any Public Records Requests made to CCOG.

**IMPORTANT NOTE:** addenda or attachments to the RFP or to any documents related to the RFP will be accessible to Bidders through Bonfire. CCOG may not specifically notify any Bidder of changes or announcements related to this RFP except through posting on Bonfire. It is the affirmative responsibility of interested Bidders to be aware of and to fully respond to all updated information regarding this RFP posted on Bonfire.

CCOG is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than from CCOG directly or through the Q&A process described in this RFP. Any attempts at Communications Prohibited by a Bidder may result in the disqualification of that Bidder’s proposal.

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## Section One, Part B – Conditions and Other Requirements

### 1. Bidder Requirements

Bidders are to base their RFP responses, including the details and costs, on the requirements and performance expectations established in this RFP, inclusive of all attachments.

### 2. Use of Dealers, Resellers, and Distributors

If Bidder requires the use of dealers, resellers, or distributors to sell or service the products and services included in their proposal, the proposal should provide a list of or direct the Proposal Review Team to where they can locate a list of the Bidder's dealers, resellers, or subcontractors who will be authorized to sell through the contract in the event the Bidder received a contract award.

### 3. Costs Incurred

Costs incurred in the preparation of this RFP are to be borne by the bidders. Both CCOG & Equalis Group will not contribute in any way to the costs of the preparation.

### 4. Trade Secret Prohibition, Public Information Disclaimers

CCOG will consider all proposals voluntarily submitted in response to this RFP to be free of trade secrets and such proposals will, in their entirety, be made a part of the public record in compliance with **O.R.C. Chapter 125.01**, et seq. However, if a proposal is submitted in response to this RFP, and the proposal contains trade secret information as defined in **O.R.C. Chapter 1333.61**, then such trade secret information must be clearly and conspicuously marked and/or identified as "**Trade Secret Information**" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with **O.R.C. Chapter 149.43**, CCOG shall designate such information as trade secret information and shall maintain and keep such trade secret information.

All proposals and any other documents submitted in response to this RFP will become the property of CCOG. This RFP and proposals submitted in response to the RFP, except for such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to **O.R.C. Chapter 149.43**. For purposes of this section, "**proposal**" will mean both the i) Technical Proposal, and ii) Cost Proposal (if opened by CCOG), all forms submitted by Bidder, and any attachments, addenda, appendices, or sample products.

Any proposal submitted in response to this or any CCOG RFP that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to CCOG for consideration shall be deemed and considered by CCOG to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this section and **O.R.C. Chapter 149.43**.

### 5. Master Agreement

CCOG and Equalis Group will enter into a Master Agreement with the Winning Supplier. This Master Agreement defines a) the terms of the relationship between CCOG, Equalis Group, and the Winning Supplier, and b) the terms, conditions, and pricing of products and services and related capabilities offered to Members.

Any contract with a Winning Supplier resulting from the issuance of this RFP is subject to the terms and conditions as provided in this RFP and Master Agreement as amended by the mutual agreement of CCOG, Equalis Group, and the Winning Supplier.

Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Bidders may propose changes to the Master Agreement by communicating any exceptions or deviations in the

**General Terms and Conditions Acceptance Form** provided in **Section Two** of this RFP. Any proposed changes are subject to CCOG and Equalis Group review and approval. Any exceptions or deviations not disclosed in the General Terms and Conditions Acceptance form will not be considered by CCOG after Notice of Intent to Contract has been issued.

## **6. Formation of Master Agreement**

A response to this solicitation is an offer to establish a Master Agreement with CCOG and Equalis Group based upon the terms, conditions, scope of work, and specifications contained in this request. A contract is formed when an award is made and CCOG's Board President or designee signs the **Master Agreement Signature Form** provided in **Section Two** of this RFP. **The Bidder must submit a signed Master Agreement Signature Form with the response, thus eliminating the need for a formal signing process.**

## **7. Administration Agreement**

Equalis Group and the Winning Supplier will enter into a separate Administration Agreement, which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier. Bidders will review the Administration Agreement template, which is included as **Attachment A – Administration Agreement** and complete **Equalis Group Administration Agreement Declaration Form** in **Section Two**.

## **8. Ethical & Conflict of Interest**

- 8.1.** No Bidder or individual, company, or organization seeking a CCOG contract award will promise or give to any CCOG or Equalis Group employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- 8.2.** No Bidder or individual, company, or organization seeking a contract will solicit any CCOG or Equalis Group employee to violate any of the conduct requirements for employees;
- 8.3.** When acting on behalf of CCOG and Equalis Group, Winning Supplier will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Winning Supplier who violates the requirements and prohibitions defined herein or **in O.R.C. Chapter 102.04** is subject to termination of the Master Agreement or refusal by CCOG and Equalis Group to enter into the Master Agreement; and
- 8.4.** CCOG and Equalis Group employees who violate **O.R.C. Chapters 102.03, 102.04, 2921.42, or 2921.43** may be prosecuted for criminal violations.

## **9. Waiver of Minor Proposal Errors**

CCOG may, at its sole discretion, waive minor errors or omissions in a Bidder's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this RFP.

***(The rest of this page is intentionally left blank)***



## Section One, Part C – Bid Submission, Format, Evaluation, and Award

### 1. Proposal Submission

All Bidders must complete and submit a proposal consisting of all required forms and attachments referenced or provided in **Section Two** of the RFP. CCOG requires proposals to be submitted electronically via [Bonfire](#) no later than the deadline for proposal submission identified in the **Anticipated Procurement Timetable**. Proposals must be prepared and submitted in accordance with instructions found in this **Section One, Part C**. Fax, email, mail or any other form of submissions will not be accepted.

All proposals will be valid for a period of ninety (90) days from the date the proposals are received by CCOG.

In addition to the requirements outlined above, any proposal submitted by a Bidder excluded from contracting with CCOG by Ohio Revised Code (O.R.C.) § 9.24 as the result of an unresolved finding for recovery will be deemed unresponsive.

### 2. Supplemental Submission Documents

Any other supplemental information thought to be relevant to a Bidder's proposal but not explicitly requested by CCOG including, but not limited to, product literature, technical specifications, and financial information must be submitted with your proposal under the section titled "Supplemental Information" in the Bonfire proposal submission process. CCOG reserves the right not to review submitted appendices which include information/materials not required in the RFP.

### 3. Proposal Withdrawal

Any Bidder seeking to withdraw its proposal from consideration after the proposal due date must submit such request in writing directly to CCOG at [Procurement@EqualisGroup.org](mailto:Procurement@EqualisGroup.org).

### 4. Estimated Quantities & Available Funds

CCOG and Equalis Group anticipate a substantial number of current and future Members will enter into contracts resulting from this solicitation; however, CCOG and Equalis Group makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$50,000,000.00 annually by year three (3) of the contract. This information is provided solely as an aid to Bidders preparing proposals only and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The Awarded Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

CCOG is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

### 5. Cost Proposal & Pricing

#### 5.1. Cost Proposal Requirements

A template for **Proposal Form 2: Cost Proposal** has been included as **Attachment B – Cost Proposal** and must be used as the base document for when Bidders submit their Cost Proposal. Bidders are permitted to revise any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

All Bidders must complete and submit **Proposal Form 2: Cost Proposal** using the pricing methodology that best reflects the way pricing will be determined when providing solutions included within the scope of the Bidder's Proposal. The Cost Proposal will be used to define the products, services, and solutions Bidders are offering Equalis

Group Members through the Winning Supplier's Master Agreement. **Winning Supplier's contract pricing shall remain firm for 120 days after the award of a contract.**

## 5.2. Additional Pricing Information

Below are details which should be taken into consideration when Bidders are developing their Cost Proposal:

- a. **Auditable Pricing.** It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered part of the final Master Agreement offered to the Members.
- b. **Value to the Members.** CCOG requests that Bidders offer products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
- c. **Not to Exceed Pricing.** CCOG requests that pricing be submitted as not to exceed. Bidder may adjust pricing lower if needed but cannot exceed the pricing submitted.
- d. **Indefinite Quantity.** This RFP requests pricing for an indefinite quantity of products or related services.
- e. **Total Acquisition Cost.** The pricing included in your Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).
- f. **Administrative Fee.** Pricing provided shall include the administrative fee paid to Equalis Group.
- g. **Relevant Information.** All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- h. **Discounts.** Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of products & services.
- i. **Cost Plus a Percentage or Cost-Plus Pricing.** Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered by the Winning Supplier.

## 5.3. Common Pricing Methodologies

Examples of commonly used pricing methodologies include, but are not limited to:

- a. **Line-Item Pricing.** Products and services are individually priced based on a line-item discount. For each line-item entry, Bidders must provide both verifiable price ("List Price") as well as the price which will be offered to the Members ("Contract Price") and the associated price discount (if applicable) in their pricing model where the Contract Price is calculated by applying the applicable discount to the List Price. The List Price will be the standard "quantity of one" price currently available to government and educational customers.
- b. **Percentage Discount Off List Price by Catalog or Category.** Products, services, and/or solutions associated with a defined catalog or category are given a specific and uniform percentage discount based on a published List Price ("Catalog Discount" or "Category Discount"). Individualized percentage discounts can be applied to any number of defined product groupings. The types of products, parts, and services using the Catalog or Category Discount methodology must be clearly identified and defined.

#### 5.4. Other Pricing Scenarios

- a. **Open Market Items or Sourced Goods.** Bidders can provide an alternative method of costing to cover any product and/or service not covered by Common Pricing Methodologies due to the projects or application's specifications, conditions, and/or requirements.
- b. **Additional Discounts and Savings.** A Bidder may disclose the volume requirements and subsequent discounts extended to Members who purchase larger than normal volumes. All other rebate programs or incentives should be described and quantified as a part of your Cost Proposal.

#### 5.5. All Products and Services Must Be Priced

All products and additional services such as installation, delivery, tech support, training, and other services must be priced. Any product or service provided free of charge should be listed in order to be included on any resulting contract award.

### 6. Evaluation Process

#### 6.1. Evaluation Caveats

- a. **Proposal Rejection.** The Proposal Review Team reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP. Proposals that are materially non-responsive will be rejected and CCOG will provide notice of rejection to the Bidder.
- b. **Negligence.** Negligence on the part of Bidder in preparing its proposal submitted in response to this RFP confers no right of modification or withdrawal of Bidder's proposal after the proposal due date.
- c. **Competitive Range.** It may be necessary to establish a competitive range. Factors from the evaluation criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

#### 6.2. Evaluation and Scoring of Proposals

The Proposal Review Team will evaluate based on Bidder's proposal submission. Proposal scoring will be weighted as described in this section. Bidders should not assume that the Proposal Review Team is familiar with current or past work activities of any Bidder.

In scoring the proposals, the PRT will score in two (2) parts:

##### a. Part One – Technical Proposal Scoring Criteria:

The PRT will score Technical Proposals by assessing a Bidder's response to the questions presented in Proposal Form One: Technical Proposal. The PRT will read, review, discuss, and reach consensus on the final technical score for each Technical Proposal.

A maximum of 65 points will be awarded for the Technical Proposal and points will be distributed according to the schedule below.

- **Supplier Overview & Qualifications**
  - Twenty (20) total points allocated to:
    - Financial Strength & Legal Consideration
    - Industry Qualifications
    - Public Sector Focus
    - Customer References
    - Insurance Coverage

- **Products, Services, Capabilities**
  - Thirty (30) total points allocated to:
    - Products & Services Offering
    - Differentiators
    - Additional Features
    - Warranty
    - Customer Service
    - Order & Invoice Processing; Payment
- **Go to Market Strategy**
  - Fifteen (15) total points allocated to:
    - Public Sector Growth Plan
    - Bidder Organizational Structure & Staffing Relationship
    - Contract Implementation & Expectations

**b. Part Two – Cost Proposal Scoring Criteria**

In order to be considered for an award, and for the PRT team to review the Cost Proposal, A Technical Proposal must achieve a total of at least **45** points (a score which represents that Bidder can successfully perform the resulting contractual duties) out of the possible **65** points to qualify for continued consideration. Any Technical Proposal which does not meet the minimum required point threshold will be determined nonresponsive to this RFP and the associated sealed Cost Proposal will neither be opened nor considered.

Once the Technical Proposal has achieved a score of **45** points or greater, the PRT will review Cost Proposals to determine the best overall financial value. The PRT will take into account the Bidder's responses to the questions provided, pricing for products & services, and any costs or charges associated with service and support, reporting, and additional services proposed.

CCOG may, at its sole discretion, select specific data from Bidder's Cost Proposal to evaluate. CCOG also reserves the right to request additional pricing scenarios for the purpose of providing Market Basket Pricing or Project Based Pricing to compare Bidders' Cost Proposals more accurately.

A maximum of **35** points will be awarded for the Cost Proposal and points will be distributed according to the schedule below.

- **Pricing of Products & Service**
  - Thirty-five (35) total points allocated to:
    - Pricing for all available products and services
    - Ability for Members to verify that they received contract pricing
    - Other factors relevant to this section as submitted by the Bidder

**7. Clarification & Negotiation**

**7.1. Proposal Clarification**

Bidders identified as finalists may be requested to participate in a proposal clarification discussion as part of the evaluation process, if deemed necessary. The PRT reserves the right to select Bidders within the competitive range

for discussion and may not seek clarification of all Bidders. Any Bidders interviewed will bear all their costs of any scheduled interview.

## **7.2. Negotiation**

CCOG, in its sole discretion, may request all Bidders in the competitive range to submit a Best and Final Offer. Bidders must submit their Best and Final Offers in writing. If a Bidder does not respond to the request for a Best and Final Offer, that Bidders most recent offer will be considered to be its Best and Final Offer.

## **8. Final Scoring and Supplier Recommendation**

The total of each Bidder's Technical Proposal and Cost Proposal will be added together to calculate the final points awarded to each Bidder.

## **9. Final Supplier Recommendation**

The PRT will recommend to CCOG as the lowest responsive and responsible Bidder(s) the technically qualified supplier(s) offering the proposal most advantageous to Members, taking into consideration factors such as price and the evaluation of criteria in the Technical Proposal.

## **10. Contract Award.**

### **10.1. Award Criteria**

CCOG will award the contract to the responsible Bidder whose proposal is most advantageous with price and other factors considered. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CCOG.

### **10.2. Award Caveats**

CCOG is under no obligation to issue a contract as a result of this solicitation if, in the opinion of CCOG and the PRT, none of the proposals are sufficiently responsive to the objectives and needs of Members, CCOG, or Equalis Group. CCOG reserves the right to not select any Bidder should CCOG decide not to proceed for any reason.

## **11. Protests**

### **11.1. Protest of RFP**

A protest may be filed by a prospective or actual Bidder alleging improprieties in the issuance of the RFP or any other event preceding the deadline for proposal submission. The protest must be sent via email to [Procurement@EqualisGroup.org](mailto:Procurement@EqualisGroup.org) and prior to the proposal due date.

### **11.2. Contract Award Protests**

Any potential or actual Bidder objecting to the award of a contract resulting from the issuance of this RFP may file a protest of contract award and must be submitted no later than 12:00 PM Eastern of the eighth (8th) calendar day after the public announcement of contract award. The Bidder(s) who would have been awarded the contract will be notified of the receipt of the protest.

### **11.3. Required information For Protest Submission**

Whether for a protest of the RFP or contract award(s) the protest must be filed in writing and must contain the following information;

- a. The name, address, and telephone number of the protestor;
- b. The name and number of the RFP being protested;

- c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
- d. A request for a ruling by CCOG;
- e. A statement as to the form of relief requested from CCOG; and
- f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

CCOG will issue written decisions on all timely protests and will notify any protestor who filed an untimely protest as to whether or not the protest will be considered.

#### **11.4. Protest Caveats**

An untimely protest may be considered by CCOG if CCOG, in its sole discretion, determines that the protest raises issues significant to CCOG's procurement methodology. An untimely protest is one received by CCOG after the time periods set forth in this section.

#### **11.5. Protest Submission**

All protests must be filed at the following location:

Cooperative Council of Governments  
Attn: Procurement  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139



Kyndryl's response to Equalis/CCOG RFP:

# Cloud Solutions

RFP No. CCOG-1239

Technical Proposal &  
Required Forms

Hugh Gallagher  
Client Solutions Executive – Public Markets (SLED)  
Hugh.Gallagher@Kyndryl.Com  
(804) 363-8201

November 9, 2022

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# PROPOSAL FORM CHECKLIST

## **The following documents must be submitted with the Proposal**

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

### **TECHNICAL PROPOSAL**

- ☒ **Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

### **OTHER REQUIRED PROPOSAL FORMS:**

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**

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## PROPOSAL FORM 1: TECHNICAL PROPOSAL

<b>1. <u>OVERVIEW</u> &amp; <u>QUALIFICATIONS</u></b>	
<b>1.1. Company Information</b>	
<b>1.1.1. Company Name:</b>	Kyndryl Inc.
<b>1.1.2. Corporate Street Address:</b>	One Vanderbilt Avenue, 15th Floor New York, New York 10017
<b>1.1.3. Website:</b>	<a href="https://www.kyndryl.com/us/en">https://www.kyndryl.com/us/en</a>
<b>1.1.4. Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<p>Kyndryl is the independent public company that was created following the separation of IBM's Managed Infrastructure Services business on November 4, 2021.</p> <p>Kyndryl is a corporation, organized and incorporated under the laws of the State of Delaware.</p> <p>Year of establishment 2020</p> <p>Kyndryl was incorporated in December 2020 as a wholly owned subsidiary of International Business Machines Corporation (IBM).</p> <p>On November 4, 2021, Kyndryl was officially spun-off from IBM into a fully independent, publicly traded company, Kyndryl Holdings, Inc.</p> <p>On October 8, 2020, IBM announced that it intended to separate its Managed Infrastructure Services unit from its Hybrid Cloud platform and AI capabilities. Nearly 13 months later, on November 4, 2021, Kyndryl announced that it had completed its previously announced spin-off from IBM and began trading as an independent company on the New York Stock Exchange. Kyndryl celebrated becoming an independent, publicly traded company by ringing the Opening Bell at the Exchange.</p> <p>Kyndryl launched, and remains, as the world's largest IT infrastructure provider, with a differentiated approach that integrates development, security, and operations. Kyndryl's 90,000 professionals worldwide deliver world-class advisory, implementation, and managed services to more than 4,600 global customers, including 75% of the Fortune 100 and leading financial services, telecommunications, retail, airline, and automotive companies,</p> <p>Kyndryl is led by an experienced management team and a Board of Directors comprised of ten leaders who bring diverse perspectives and experiences</p>

	spanning technology, financial services, government affairs, and academia. Kyndryl shares were distributed on the evening of November 3 to shareholders of IBM, who received one Kyndryl share for every five IBM shares owned. IBM has temporarily retained 19.9% equity ownership of Kyndryl following this distribution.	
<b>1.1.5. Primary Point of Contact.</b> Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Hugh Gallagher
<b>1.1.6.</b>	Title:	Client Solutions Executive - SLED
<b>1.1.7.</b>	Phone:	804.363.8201
<b>1.1.8.</b>	E-Mail Address:	Hugh.Gallagher@Kyndryl.com
<b>1.1.9. Authorized Representative.</b> Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Katia Saintfort-Russ
<b>1.1.10.</b>	Title:	Project Manager
<b>1.1.11.</b>	Phone:	863.581.0468
<b>1.1.12.</b>	E-Mail Address:	Katia.Saintfort-Russ@Kyndryl.com

1.2. Financial Strength & Legal Considerations	
<p><b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</p>	<p>Kyndryl has \$18.6 billion in revenue for the fiscal year ended December 31, 2021.</p> <p>We are a leading technology services company and the largest infrastructure services provider in the world, serving as a partner to more than 4,600 customers in over 100 countries. To deliver these services, we rely on our team of skilled practitioners, consisting of approximately 90,000 professionals.</p> <p>Annual Reports</p> <p>Kyndryl became an independent company on November 4, 2021. Prior to our spinoff from IBM, Kyndryl provided Services to our customers for over 30-years as GTS Infrastructure Services. Kyndryl's first annual report will be available online after first quarter 2022. IBM's Annual Report and financial information can be found at the following link: <a href="http://www.ibm.com/annualreport/">http://www.ibm.com/annualreport/</a></p> <p>Form 10</p> <p>Kyndryl publicly filed our Form 10 with the United States Securities and Exchange commission. This is a "registration statement" that is used to register common stock with the SEC. The Form 10 includes preliminary information about Kyndryl, including historic financial information, a description of Kyndryl's business and strategy, and other legal and financial disclosures. It is available on <a href="http://www.sec.gov">www.sec.gov</a> under the name of Kyndryl Holdings, LLC.</p> <p>8-K, 10-K, 10-Q</p> <p>The latest filings are available in html format on the SEC website <a href="http://www.sec.gov">www.sec.gov</a>.</p> <p>2020</p> <p>Kyndryl was incorporated in December 2020 as a wholly owned subsidiary of International Business Machines Corporation (IBM). On November 4, 2021, Kyndryl was officially spun-off from IBM into a fully independent, publicly traded company, Kyndryl Holdings, Inc. Kyndryl, Inc. is a wholly owned, indirect subsidiary of Kyndryl Holdings, Inc., which is publicly traded on the NYSE.</p> <p>Federal Employer Identification Number and Taxpayer ID Number - 86-1182761</p> <p>D&amp;B Number - 11-809-3317</p>

	<p>W-9 - <a href="https://www.ibm.com/services/us/kyndryl/w-9-kyndryl-inc.pdf">https://www.ibm.com/services/us/kyndryl/w-9-kyndryl-inc.pdf</a></p> <p>Delaware Business License – 2021875221  <a href="https://www.sec.gov/Archives/edgar/data/1867072/000110465921134456/tm2131654d1_ex3-1.htm">https://www.sec.gov/Archives/edgar/data/1867072/000110465921134456/tm2131654d1_ex3-1.htm</a></p> <p>Auditor - PricewaterhouseCoopers LLP has served as Kyndryl's auditor since 2020.</p> <p>Stock Symbol – KD</p> <p>Stock Exchange - Kyndryl's common stock is listed on the New York Stock Exchange.</p>
<p><b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Kyndryl has no prior bankruptcy or insolvency to report. On a quarterly basis, Kyndryl (previously IBM GTS Infrastructure Services) discloses to the Securities and Exchange Commission (SEC) information about the more significant legal matters involving the company. Kyndryl's filings with the SEC may be accessed at <a href="https://sec.report/CIK/0001867072">https://sec.report/CIK/0001867072</a>.</p>
<p><b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>As a company with approximately 90,000 employees and with customers in over 100 countries, Kyndryl is or may become involved as a party and/or may be subject to a variety of claims, demands, suits, investigations, tax matters and other proceedings that arise from time to time in the ordinary course of its business. Kyndryl is not aware of any lawsuit to which it is a party that would impact its ability to perform the services outlined in this RFP response. On a quarterly basis, Kyndryl (previously IBM GTS Infrastructure Services) discloses to the Securities and Exchange Commission (SEC) information about the more significant legal matters involving the company. Kyndryl's filings with the SEC may be accessed at <a href="https://sec.report/CIK/0001867072">https://sec.report/CIK/0001867072</a>.</p>
<p><b>1.3. Industry Qualifications</b></p>	
<p><b>1.3.1. Company Identification.</b> How is your organization best identified? Is it a manufacturer or developer, distributor, dealer, reseller, or service provider?</p>	<p>A multi-billion-dollar technology services company with 90,000 skilled practitioners, we design, build, manage and modernize the mission-critical technology systems that the world depends on every day.</p> <p>Trusted by customers with vital systems. Deep domain expertise: 30+ years of IT services eminence. Recognized leader by industry analysts.</p> <p>Largest infrastructure implementation and managed services provider1</p>

	<p>Innovating at scale with intellectual property and a portfolio of 3,000+ patents unleashing our full potential with partners to deliver exponential outcomes for Customers.</p> <p>Expanding investments in the skills and innovation our customers need Delivering in nimble and responsive ways with decision-making close to the customer</p>
<p><b>1.3.2. Manufacturer Authorization.</b> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.</p>	N/A.
<p><b>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Bidders intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form</u></b>.</p>	<p>Kyndryl will be utilizing its' own organic resources for marketing and selling directly to EQUALIS/CCOG participating members or potential Members</p> <p>Kyndryl will serve as the single point of sales, services, and contract.</p>
<p><b>1.3.4. Network Relationship.</b> If your company is best described as a</p>	<p>Kyndryl will be utilizing its' own organic resources for marketing and selling directly to EQUALIS/CCOG participating and potential members. In addition, as identified in Attachment C – State Notice (potential Members) Kyndryl will</p>

<p>manufacturer, developer, or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>actively develop a marketing and sales plan to inform these potential Members of EQUALIS/CCOG and the advantages that they can reap.</p>
<p><b>1.3.5. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>@40% of Kyndryl's revenue over the last three (3) years was generated by Cloud Solutions across all industries and markets served. We are the largest provider of IT infrastructure services and are recognized by research analysts as a leader in key service areas. We possess significant experience across industries, gained through collaboration with customers across over 30 years designing, building, and managing operating environments for their IT systems.</p>
<p><b>1.3.6. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Kyndryl provides services nationwide (USA). Our sales force, service, and business development teams of @1,000 will promote, sell, and support the entire USA. A focus will be on those potential Members as identified in Attachment C – State Notice. While we pursue these potential Members, will also promote EQUALIS/CCOG with existing Kyndryl clients.</p>
<p><b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not,</p>	<p>Kyndryl maintains these major ISO standards certifications on an ongoing basis: ISO 9001, ISO/IEC 12207, ISO/IEC 15504, ISO 14001, ISO 27001, and ISO 20000. Of the more than 16,000 standards that are monitored by the International Organization for Standardization (ISO), the one that is recognized by companies worldwide as being synonymous with "quality" is ISO 9001. Registering to this standard is a key part of doing business in today's global marketplace. The ISO 9001 standards establish the criteria for measuring, monitoring, and assessing Kyndryl's Quality Management System (QMS). Kyndryl has a rigorous internal audit program, which regularly validates our compliance to QMS and to the ISO 9000 standard.</p> <p><b>Kyndryl has uploaded certificates as requested in Supplemental Documents.</b></p>



<p>when and why did your company lose any referenced certifications?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 4 - Certifications and Licenses.</u></b></p>	<p>30+ years of designing, building and managing mission-critical IT environments for our customers <b>Introducing Kyndryl</b></p> <div> <div> <p><b>Our people:</b></p> <p><b>90,000</b> Skilled professionals</p> <p><b>247,000</b> Skills badges earned, including: 61,000 in cloud 43,000 in agile 43,000 in analytics 42,000 in AI 38,000 in Design Thinking</p> <p><b>31,000</b> Vendor-recognized certifications in Microsoft Azure, VMware, Cisco, Red Hat, AWS and more</p> <p><b>2.9M</b> Hours of training in first half 2021</p> </div> <div> <p><b>Powering mission-critical technology systems across essential industries</b></p> <p>5/5 top airlines by revenue passenger miles (RPM) 45% of passenger cars made by our customers 61% of assets under management by the top 50 banks managed by our customers 4/5 largest retailers 49% of mobile connections managed by our customers <small>*2019 numbers</small></p> </div> <div> <p><b>Empowering thousands of customers</b></p> <p><b>4,000</b> Global customers, including: 75% ... of the Fortune 100 and more than half of the Fortune 500</p> <p><b>By sector</b></p> <p>2020 pro forma revenue: \$19.1B</p> </div> <div> <p><b>Providing undisputed leadership</b></p> <p>6.1M mainframe installed MIPS 270K network devices managed 5,200+ WAN devices managed 3.5M LAN ports managed 67K+ VMware systems managed 14K+ SAP instances managed 3.5+ exabytes of customer data backed up annually</p> </div> </div> <p>kyndryl</p>
<p><b>1.4. Public Sector Experience</b></p>	
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>NASPO (Public Sector Cooperative Revenue):</p> <ul style="list-style-type: none"> <li>2022 (YTD) - \$10,721,572</li> <li>2021 (Q4) - \$1,953,781</li> </ul> <p>Note: Kyndryl was spun-off of IBM in 2021. Prior to that IBM owned the contract with NASPO – as result, Kyndryl cannot provide additional revenue numbers.</p> <p>Currently NASPO is the only public sector cooperative that Kyndryl has revenue with at this time.</p> <p>Kyndryl holds cooperative contracts (no current revenue) with:</p> <ul style="list-style-type: none"> <li>NCPA</li> <li>TIPS</li> </ul>
<p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual</p>	<p>&lt;2% of Kyndryl's revenues (@\$360M) are derived from education sector. We deeply understand the nature and business of education and how to deliver IT services, business process management, and consulting. Through its Public Sector Grants Program, Kyndryl will partner with state, local, tribal, and territorial governments to leverage funding from government sources, such</p>



revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	as the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA), to modernize and improve our national infrastructure.																														
<b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	>15% of Kyndryl’s revenues (@\$2.7B) are derived from government sector. We deeply understand the nature and business of government and how to deliver IT services, business process management, and consulting. Through its Public Sector Grants Program, Kyndryl will partner with state, local, tribal, and territorial governments to leverage funding from government sources, such as the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA), to modernize and improve our national infrastructure.																														
<b>1.4.4. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:  a. Customer contact person and their title, telephone number, and email address;  b. A brief description of the products and services provided by your company;  c. Customer relationship starting and ending dates; and,  d. Notes or other pertinent	<table><tr><th>Entity Name</th><th>Scope of Work</th><th>Dates</th><th>Contact Name</th><th>Contact Info</th></tr><tr><td>State of New Jersey Office of Information Technology</td><td>Managed Infrastructure Services. Project Management, Transition Management, Ongoing Support and Steady State, Disaster Recovery Services</td><td>2020 - ongoing</td><td>Christopher Rein, CTO</td><td><a href="mailto:christopher.Rein@tech.nj.gov">christopher.Rein@tech.nj.gov</a> / 800.622.4357 (prefers email)</td></tr><tr><td>City of Chicago – Department of Finance, Parking</td><td>Custom-delivered BPO and Contact Center solution managed directly by the Account Team. Solution provides an extension from the 2012 contract and includes transformational elements to migrate workloads from Kyndryl hosted facility in Chicago to AWS. Services: Perform Technology refresh by migrating to the AWS Public Cloud, Modernize the Operating environment to accommodate Cloud Native Services in AWS, provides a modernized platform for evolving the applications using Containers, Replacing on-prem application hosting with Cloud services, Implement Amazon Connect as a replacement for the in contract hosted solution</td><td>1998 – start. Another renewal contract started 2022</td><td>Joel Flores, First Deputy Comptroller, City of Chicago Department of Finance</td><td><a href="mailto:joel.flores@cityofchicago.org">joel.flores@cityofchicago.org</a> / 312.742.1769</td></tr><tr><td>State of Alaska – Division of Retirement &amp; Benefits</td><td>Provided Cloud Migration Services to assist the State of Alaska Division of Retirement &amp; Benefits with setup of a VPN network, migration of data to the Power Systems Virtual Server, and project management and maintenance support for the same. Also provided needed hardware and software, assisted with establishing a direct connection from Juneau AK to IBM’s data hub in Dallas TX.</td><td>2019 - ongoing</td><td>Kris Humbert, Retirement &amp; Benefits Manager</td><td><a href="mailto:Kris.Humbert@alaska.gov">Kris.Humbert@alaska.gov</a> / 907.465.4466</td></tr><tr><td>State of Arizona – Department of Enterprise Technology</td><td>Mainframe as a Service (MFaaS) includes Consulting (Advise), Transition/Migration, Project Management, Managed Services, Steady State Services and Disaster Recovery Services</td><td>2009 - ongoing</td><td>Allen Platt, Data Center Operations Administrator</td><td><a href="mailto:APlatt@azdes.gov">APlatt@azdes.gov</a> / 480.318.1660</td></tr><tr><td>Washington State University</td><td>Mainframe as a Service (MFaaS) includes Consulting (Advise), Transition/Migration, Project Management, Managed Services, Steady State Services and Disaster Recovery Services</td><td>2018 - ongoing</td><td>Gunjan Sinha, Sr. Director, Information Technology Services</td><td><a href="mailto:sinha@wsu.edu">sinha@wsu.edu</a> 509.335.3834</td></tr></table>	Entity Name	Scope of Work	Dates	Contact Name	Contact Info	State of New Jersey Office of Information Technology	Managed Infrastructure Services. Project Management, Transition Management, Ongoing Support and Steady State, Disaster Recovery Services	2020 - ongoing	Christopher Rein, CTO	<a href="mailto:christopher.Rein@tech.nj.gov">christopher.Rein@tech.nj.gov</a> / 800.622.4357 (prefers email)	City of Chicago – Department of Finance, Parking	Custom-delivered BPO and Contact Center solution managed directly by the Account Team. Solution provides an extension from the 2012 contract and includes transformational elements to migrate workloads from Kyndryl hosted facility in Chicago to AWS. Services: Perform Technology refresh by migrating to the AWS Public Cloud, Modernize the Operating environment to accommodate Cloud Native Services in AWS, provides a modernized platform for evolving the applications using Containers, Replacing on-prem application hosting with Cloud services, Implement Amazon Connect as a replacement for the in contract hosted solution	1998 – start. Another renewal contract started 2022	Joel Flores, First Deputy Comptroller, City of Chicago Department of Finance	<a href="mailto:joel.flores@cityofchicago.org">joel.flores@cityofchicago.org</a> / 312.742.1769	State of Alaska – Division of Retirement & Benefits	Provided Cloud Migration Services to assist the State of Alaska Division of Retirement & Benefits with setup of a VPN network, migration of data to the Power Systems Virtual Server, and project management and maintenance support for the same. Also provided needed hardware and software, assisted with establishing a direct connection from Juneau AK to IBM’s data hub in Dallas TX.	2019 - ongoing	Kris Humbert, Retirement & Benefits Manager	<a href="mailto:Kris.Humbert@alaska.gov">Kris.Humbert@alaska.gov</a> / 907.465.4466	State of Arizona – Department of Enterprise Technology	Mainframe as a Service (MFaaS) includes Consulting (Advise), Transition/Migration, Project Management, Managed Services, Steady State Services and Disaster Recovery Services	2009 - ongoing	Allen Platt, Data Center Operations Administrator	<a href="mailto:APlatt@azdes.gov">APlatt@azdes.gov</a> / 480.318.1660	Washington State University	Mainframe as a Service (MFaaS) includes Consulting (Advise), Transition/Migration, Project Management, Managed Services, Steady State Services and Disaster Recovery Services	2018 - ongoing	Gunjan Sinha, Sr. Director, Information Technology Services	<a href="mailto:sinha@wsu.edu">sinha@wsu.edu</a> 509.335.3834
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<p>information relating to the customer and/or the products and services your company provided.</p>	
<p>2.</p>	
<p>2.1. PRODUCTS &amp; SERVICES</p>	
<p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities &amp; advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><b><u>IMPORTANT.</u></b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services</p>	<p>Kyndryl offers a portfolio of cloud solutions that are available with standards-based services that can be customized to meet existing or potential Member requirements.</p> <p>As a Managed Services provider, Kyndryl combines our vast technical solution with our strategic cloud partners to deliver leading cloud native solutions to our customers. We can provide simple reseller services to customers from a single point to leverage buying power across the three major public cloud providers or complex solutions and services that provide a complete private or public cloud based platform, applications, and services that leverage the scale, flexibility, and responsiveness of cloud technologies in addition to allowing our customer the choose between fully adopting a cloud native approach or a simple shift to cloud using the same infrastructure technologies.</p> <p>Kyndryl has an extensive portfolio that includes hybrid cloud solutions, business resiliency, and network services to enable these IT transformations. Kyndryl helps our customers accomplish the following:</p> <ul style="list-style-type: none"> <li>• Simplify enterprise data management for Cloud and on-premises environments</li> <li>• Maximize IT operational efficiency with seamless multicloud management</li> <li>• Increase IT agility by modernizing private infrastructure</li> <li>• Safeguard your IT estate with enterprise-grade security and resiliency</li> </ul> <p>From Cloud to Applications, Data, and AI, our customers rely on our services in over 100 countries. Working together with our partners around the globe, we turn potential into reality.</p> <p><b>Applications, Data, and AI:</b> Kyndryl offers a full range of services, solutions, and technologies to manage, secure and optimize performance for SAP and Oracle application workloads on Amazon AWS, IBM Cloud, Microsoft Azure, and Oracle Cloud Infrastructure (OCI).</p> <p><b>Cloud Services:</b> Businesses are under pressure to increase agility and get products to market faster. This increases IT complexity. Cloud</p>

<p>available under an awarded contract.</p>	<p>managed services help seamlessly manage hybrid multicloud environments, allowing businesses to focus on innovation.</p> <p><b>Core Enterprise and zCloud:</b> Optimize infrastructure investments while planning for future business needs with services that address on-demand capacity planning, modernizing aging components, and private and hybrid cloud infrastructure.</p> <p><b>Digital Workplace:</b> Move to a fully operational remote work environment by creating a digital workplace that enables employees to work collaboratively and securely using enterprise mobility services seamlessly across virtual, physical, and other environments.</p> <p><b>Network and Edge:</b> Creating a successful network transformation for your enterprise requires thinking creatively about network solutions. Build your hybrid multicloud environment with network services powered by 5G edge and software-defined networking (SDN) and be prepared for the next wave of innovation.</p> <p><b>Security and Resiliency:</b> Emerge smarter with reliable data protection and continuous business operations. Kyndryl offers a full range of services, solutions, and technologies for data protection and recovery, including backup as a service (BUaaS), disaster recovery as a service (DRaaS) - Hybrid and Cloud, cyber resilience service, and IT resilience orchestration (ITRO).</p> <p>Our proposal for EQUALIS/CCOG leverages for the following models of services –</p> <ol style="list-style-type: none"> <li>1. <b>Cloud Infrastructure as a Service (IaaS)</b> – Services and components available from three major Public Cloud providers – Microsoft Azure, Amazon Web Services (AWS), and Google. We provide these services and component as a reseller of these services and deliver ability to achieve greater buying power through our extensive partnership with the Public Cloud Providers.</li> </ol> <p>In addition to provide IaaS through our Public Cloud partners, Kyndryl can uniquely provide Mainframe IaaS through our zCloud capabilities and have listed those as IBM Mainframe as a Service (MFaaS) within the Cost Proposal.</p> <ol style="list-style-type: none"> <li>2. <b>Cloud Platform as a Service (PaaS)</b> – Similar to the IaaS offerings, Kyndryl partners with our Public Cloud Partners to provide PaaS solution in a wide range of solution areas that can provide a complete set of capabilities for our customer to leverage a robust platform of cloud solutions to address a multitude of business requirements. These PaaS solutions as listed in the Cost Proposal under the appropriate Public Cloud partner as the manufacturer and with the identified type of PaaS solution.</li> </ol>
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3. **Cloud Broker Services** – As a Managed Services provider, Kyndryl delivers for our customer the ability to fully manage and provide cloud services that include the full Public and Private Cloud solutions with design, implementation, training, deployment, and ongoing management of the cloud-based services that may include management of the IaaS or PaaS solutions. These options are listed in the Cost Proposal as Kyndryl as the manufacturer as we are providing a complete solution that encompasses the control, management, operations, access and identify management, and governance required to deliver business solutions.

#### **Cloud Infrastructure as a Service (IaaS)**

Kyndryl has helped 1,900+ clients take a “Cloud First” approach, examining workload characteristics, financial economics, development methodologies, application lifecycles, security, and compliance to help determine the best platform for their application workloads to run on. Kyndryl offers both IaaS and PaaS in our cloud portfolio and partners with IaaS and PaaS providers such as Amazon Web Services (AWS), Microsoft Azure, and Google Cloud. Further, Kyndryl is one of the largest services providers for Cloud Migration Services with proven methodology, tools, and processes.

As companies continue moving to cloud technologies, the ability to provide a clear end-to-end view of their Hybrid IT Services to successfully manage it has become a significant challenge. Thus, Kyndryl has developed an approach that allows our clients to move to a unified, cross domain (traditional IT, Private Cloud, and Public Clouds) next generation agile delivery model. This is a cloud first delivery model that includes:

- The ability to monitor across all cloud resources (infrastructure, platforms, and applications)
- Integrated self-service experience to enable a single consumption, IT operations management, business management, and governance platform
- Empowering support teams with AIOps based operational data insights and collaboration tools that will evolve the incident and problem determinization processes from being reactive ticket driven to a proactive approach

Kyndryl was one of the first managed service providers to provide a private cloud solution and is the leader in Mainframe cloud capabilities. Our services provide an ability for our customer to rapidly take advantage of cloud capabilities while maintaining existing application profiles, strong internal security and privacy, and current support teams. We have been a leader in developing IaaS options in hybrid cloud solutions for the last 35+ years. Based on the

	<p>last ten years of targeted development and innovation in cloud-centric technologies, we have demonstrated a leadership position to enable our customers to achieve their business goals.</p> <p>Our experience in providing IaaS solutions includes public organizations, federal agencies, and commercial clients across industries. Each of whom have varied needs and requirements. In addition to providing industry recognized private cloud capabilities for our customers, Kyndryl has established partnerships with AWS, Microsoft Azure, and Google Cloud as a strategic partner and reseller of cloud services. As part of these partnerships, we have established training, education, and certification requirements for our employees to present a clear dedication to cloud services. Specifically for Google Cloud, Kyndryl has the largest number of certified Google Cloud professionals.</p> <p>Kyndryl has worked with many entities that have a need for a broad cloud strategy as well as investment priorities that align with the goals of maximizing return on investment while providing first class customer service.</p> <p>Kyndryl's believes we are the partner of choice in assisting the CCOG and its member agencies in rolling out their long-term strategy for a public, private, hybrid, and community cloud enterprise. Kyndryl can create business value by working together with agency in-house experts and exploiting Azure, AWS, and Google Cloud Platforms, marketplace for cloud, and cognitive services from an ecosystem of service providers.</p> <p>CCOG and its member agencies have various options for cloud hosting, providing various levels of control over the infrastructure. Platforms and applications can be run in any of the following ways:</p> <ul style="list-style-type: none"> <li>• As a serverless function</li> <li>• As a Cloud Foundry app</li> <li>• As a Docker container on a Kubernetes cluster</li> <li>• As VMware</li> <li>• On high-performance Bare Metal Servers.</li> </ul> <p>Kyndryl has extensive experience in providing unique PaaS solutions and deep experience in enabling our client's migration from a legacy infrastructure solution to models that provide cloud environments. Unique to Kyndryl is our Mainframe services with our zCloud. Kyndryl provides Mainframe computing as a Platform with either a shared Public cloud model or a dedicated Private cloud model. These offerings are outlined below:</p> <ul style="list-style-type: none"> <li>• <b>zCloud Public:</b> with a zCloud Public approach, Kyndryl provides mainframe services to our clients in a cloud-based Platform-as-a-Service (PaaS) shared/multi-tenant infrastructure model. zCloud Public solution approaches include the mainframe equipment (typically hardware, hardware maintenance,</li> </ul>
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	<p>and Kyndryl software), hosted in a Kyndryl zCloud data center, as well as the relevant mainframe support services.</p> <ul style="list-style-type: none"> <li>• <b>zCloud Private:</b> a zCloud Private approach is similar to the zCloud Public model. Typically, this offering includes the various service elements required to deliver mainframe services in a PaaS model (support, hardware, maintenance, software, and hosting), though it delivers the environment on dedicated/non-shared infrastructure commonly within an Kyndryl data center.</li> </ul> <p><b><u>Cloud Platform as a Service (PaaS)</u></b></p> <p>As listed above, some of our experience in providing solutions for traditional infrastructure for applications and platforms includes moving to a modern cloud PaaS solution. For example, Cloud Foundry PaaS and Container PaaS solutions that enable the migration of traditional on-premises infrastructure to a serverless PaaS option.</p> <p>Kyndryl's expertise in Cloud PaaS solutions assist our client's in realizing value from moving to a "cloud first" strategy and has gained significant value for our clients. Kyndryl partnered with a global energy company that needed to transform their IT environment to an Azure and AWS global cloud. Together with a focus on the operating model, cloud native toolsets, and governance, Kyndryl helped generate a 40% savings for the client. These savings were the result of modernizing with PaaS services in the cloud.</p> <p>One of Kyndryl's focus areas for cloud PaaS solutions is in providing and enabling SAP PaaS solutions. A key example of this is our experience partnering with a global steel producer to build an industry aligned SAP PaaS solution.</p> <p><b><u>Cloud Broker Services</u></b></p> <p>Kyndryl is the largest global cloud management firm with a proven track record of successfully migrating/managing companies' cloud operations across industries, as well as a demonstrated capability to succeed at complex integrations.</p> <p>Our focus is proving flexible and comprehensive offerings to fit our client's needs. We manage the entire multi-cloud and on-prem estate across all providers, with flexible pricing and streamlined deployment. We have a global presence with experienced practitioners deployed around the world to support geographically distributed environments and local/regional regulatory requirements.</p> <p><b>Kyndryl Cloud Services include:</b></p> <ul style="list-style-type: none"> <li>• Empowering more than 1,600 customers</li> <li>• Managing more than 67,000 VMware systems</li> <li>• Employing skilled professionals with more than 61,000 cloud certifications</li> <li>• Solutioning and delivering across more than 33 Cloud Centers of Excellence</li> </ul>
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	<p>Kyndryl's Cloud Automation Community Framework (CACF) automates manual processes to get to Zero Touch and Self Heal: accelerating productivity and problem resolution providing incident remediation, patch scanning and execution, security and compliance, container and server build, license management, and more.</p> <p><b>Experience in providing managed automation:</b></p> <ul style="list-style-type: none"> <li>• Millions of infrastructure components and applications managed with Automation on Kyndryl's Cloud Automation Community Framework (CACF)</li> <li>• More than 700,000 servers managed through CACF for monitoring/event management</li> <li>• 550,000+ devices connected to CACF for Incident Response Management, Security and Compliance</li> <li>• More than 2 Exabytes (~2,000,000,000 gigabytes) of storage</li> <li>• 200+ data sources integrated to our data lakes on CACF</li> <li>• Greater than 5,000,000 RPA process executions on CACF orchestrating IT, business and help desk processes</li> </ul> <p>A key aspect of our CACF is our tooling to manage cloud environments. This tool is known as Kyndryl Cloud Management Platform (KCMP). KCMP scales with the managed environment and provides an open, security-rich experience to help maximize ROI. By using four self-service and persona-based consoles, teams can consume, deploy, optimize, and govern digital services across clouds and data centers. The system automates security controls, integrates DevOps, and provides teams with quick access to a preselected catalog of compliant tools, thus driving innovation within the team.</p> <p>KCMP is integrated in <b>Kyndryl Bridge</b>, which is an open integration platform that delivers IT solutions by leveraging Kyndryl's core strengths, data-driven insights and expertise, to create an uninterrupted path between a digital business and the technology that delivers it.</p> <p>With real-time, actionable insights, this offering will increase intelligent automated management capabilities and provide a bird's-eye-view of an enterprise's entire IT estate. It provides direct value to our customers by helping them:</p> <ul style="list-style-type: none"> <li>• Deliver improved outcomes with a unified experience.</li> <li>• Optimize work with data and AI.</li> <li>• Enable digital business at scale with modern capabilities.</li> </ul> <p>Kyndryl Bridge seamlessly connects to our customers' existing IT estates, ingesting data from any source, and applies AI, machine learning, and automation in practical ways to help them in the following ways:</p>
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- It enables more efficiency by developing a true understanding of their IT environment with the ability to detect and resolve issues before they occur. It also provides real-time observability enabled by data aggregation, synthesis, and visualization of key functions.
- It enables more agility and flexibility in business decision-making by making change faster and easier to implement, combined with rollback and decommit capability to capitalize on the information it collects to act on more impactful opportunities for optimization.
- It ensures more stable and reliable IT operations with automation that compares their existing environment against best practices.
- It minimizes technology costs with data-driven recommendations to improve efficiencies across a digital estate, from core to hyperscalers to service providers.

Kyndryl supports and enables our clients to take advantage of a wide range of capabilities that are based on “as a Service” and extend beyond the traditional PaaS and IaaS offerings from the major public cloud providers.

One of the key areas where we help our customers take advantage of modern cloud capabilities is around end user services to build new ways for employees to interact and receive services from their own company. Some key examples of these services include:

- **Workplace as a Service:** an end-to-end workplace transformation service, includes strategy, planning, device leasing/procurement, architecture, build and management of the best end user environment to meet customer needs.
- **Virtualized Desktop as a Service:** architect, build, manage, and host workplace virtualization environments powered by Citrix or VMWare technologies.
- **Customer Care as a Service:** a comprehensive multi-channel, experience-centric, end user service desk solution, which extends beyond a “traditional helpdesk”. Solutions can include biometric entitlement, password recovery (such as voice recognition password resets), agent chat with remote takeover, proactive endpoint management, predictive analytics for root cause identification and elimination, “Watson-in-the-middle” virtual agents.
- **Mobile Devices as a Service:** a comprehensive solution for enterprise mobile device management. Integrate and operate an end-to-end lifecycle management solution from procurement, security, expense management and expert technical support for a fleet of enterprise mobile devices including smartphones, tablets, and ruggedized devices.
- **Collaboration as a Service:** architect, build, manage and support collaboration infrastructure and tools to offer employees chat, voice,



	<p>video, and file share capabilities across the enterprise. Flexible solutions including Microsoft and/or Cisco environments. Deployment models include on premise, privately managed, or private cloud.</p> <ul style="list-style-type: none"> <li>• <b>Service Catalogue as a Service:</b> a turnkey platform for managing and integrating IT services and management. Based on ServiceNow, our clients benefit from the best of breed service catalogue delivered “as a Service” with deep expertise in the configuration and integration of the modules with common application systems.</li> <li>• <b>Security &amp; Resiliency as a Service:</b> Our integrated security &amp; resiliency approach can help you mitigate comprehensive cybersecurity and operational resilience risks for heterogeneous infrastructures, including physical, virtual and cloud environments while supporting evolving compliance and audit needs. Kyndryl provides Disaster Recovery, Business Continuity and Cyber Resiliency solutions using various Hyperscaler platforms (AWS, Azure, GCP, IBM) as well as dedicated client infrastructure hosted in a Kyndryl private cloud environment. In each case, Kyndryl can provide the consulting and operational support to ensure service delivery from transitional phase to future state of operation.</li> </ul> <p>In addition to the above example of MaaS offerings, Kyndryl partners with our clients to define unique industry and client tailored solutions to fill their needs. Examples of industry unique solutions include our parking and speeding ticket processing services that are based on cloud, traditional compute, and PaaS solutions. Our IoT solutions are used to automate the tracking and payment of traffic violations for our customers. An example of a unique idea that could be developed for the higher education space within the State of Texas; would be providing a community cloud MaaS solution for managing student, teacher, and testing data.</p>
<p><b>2.1.2. Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Kyndryl Consult Services accelerates digital transformation by aligning business outcomes with the technology that drives them – all underpinned by decades of mission critical experience and a shared culture of continuous modernization.</p> <p>We drive innovation by combining the best technical capabilities with data-driven insights from the Kyndryl Bridge platform and the collaborative problem-solving of Kyndryl Vital.</p> <p>Our global network of technology strategy and implementation consultants, architects and engineers have deep domain knowledge based on decades of experience with some of the world’s most complex IT environments.</p> <p>A Kyndryl representative can reach out to confirm a Members interests in our solutions and match them with an expert for a <b>complimentary</b> 30-minute consultation via phone or web conference.</p>

**2.1.3. Open Market Products.**

Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.

Kyndryl partners with a broad partner ecosystem, including a wide range of *as-a-service* technology providers, strategic advisors, independent software vendors, and technology vendors.

At Kyndryl, we are committed to innovating and co-creating with a broad partner ecosystem to deliver transformational solutions for our customers' unique needs. Our alliances and ecosystem of partners allow us to progress mission-critical technology systems as we work to design, build, manage, and modernize our customers' vital systems.

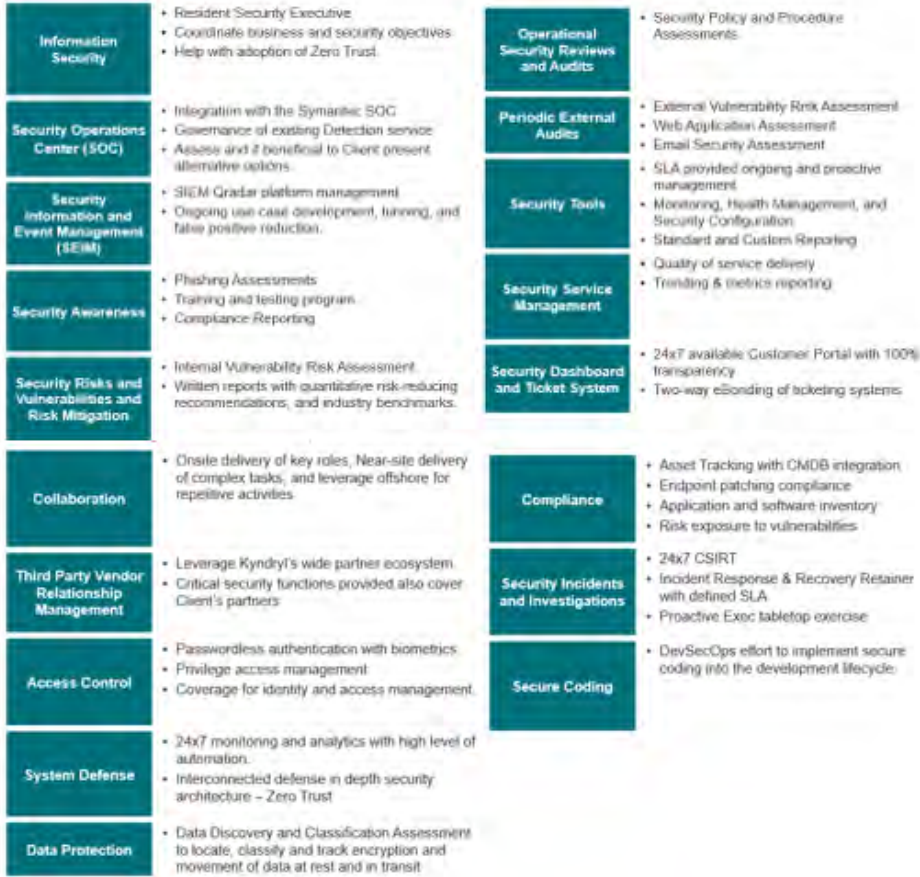
We have forged alliances with technology partners to develop solutions that help our customers realize value in every area of their business. The diagram below provides examples of our key partnerships.



**2.1.4. Warranty.** Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty

As a Managed Services provider, Kyndryl does not provide hardware or software directly to our customers and leverages the hardware or software from our partner manufacturers or suppliers; therefore, we do not provide warranties directly and would work with the customer and our partners to have those partners provide any required warranty from those manufacturers or suppliers.

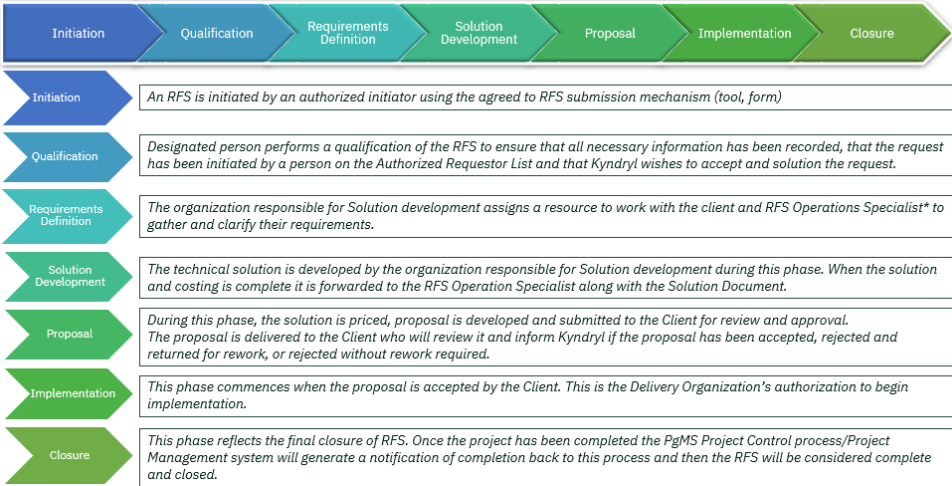
Kyndryl provides Service Level Agreements (SLA) for Cloud Solution Services. These SLAs are tailored to the specific solutions and services that each customer would leverage from Kyndryl and leverage our components of our standard SLAs for each of the specific solutions. As an example, Service Levels based on downtime do not include time related to exclusions, Cloud UI unavailability or time to reload, configure, enable, or access content or include other services indirectly affected by an outage (Downtime).

<p>options must be included in <b><u>Attachment B – Cost Proposal</u></b>.</p>	<p>SLAs are available only if a Member is compliant with the Agreement terms and do not apply to any third party including the Member users. SLAs do not apply to beta, experimental, or no-charge Cloud Services. SLAs will be negotiated with each Member as required.</p>
<p><b>2.1.5. Security.</b> Describe the security protocols in place to ensure the safe transmission of information being shared through your products and services.</p>	<p>Kyndryl adheres to the following security protocols and processes:</p>  <p>The diagram illustrates Kyndryl's security protocols and processes, organized into two columns of teal boxes with associated bullet points:</p> <ul style="list-style-type: none"> <li><b>Information Security</b> <ul style="list-style-type: none"> <li>Resident Security Executive</li> <li>Coordinate business and security objectives</li> <li>Help with adoption of Zero Trust</li> </ul> </li> <li><b>Security Operations Center (SOC)</b> <ul style="list-style-type: none"> <li>Integration with the Symantec SOG</li> <li>Governance of existing Detection service</li> <li>Assess and if beneficial to Client present alternative options</li> </ul> </li> <li><b>Security Information and Event Management (SIEM)</b> <ul style="list-style-type: none"> <li>SIEM Grader platform management</li> <li>Ongoing use case development, tuning, and false positive reduction</li> </ul> </li> <li><b>Security Awareness</b> <ul style="list-style-type: none"> <li>Phishing Assessments</li> <li>Training and testing program</li> <li>Compliance Reporting</li> </ul> </li> <li><b>Security Risks and Vulnerabilities and Risk Mitigation</b> <ul style="list-style-type: none"> <li>Internal Vulnerability Risk Assessment</li> <li>Written reports with quantitative risk-reducing recommendations, and industry benchmarks</li> </ul> </li> <li><b>Collaboration</b> <ul style="list-style-type: none"> <li>Onsite delivery of key roles, Near-site delivery of complex tasks, and leverage offshore for repetitive activities</li> </ul> </li> <li><b>Third Party Vendor Relationship Management</b> <ul style="list-style-type: none"> <li>Leverage Kyndryl's wide partner ecosystem</li> <li>Critical security functions provided also cover Client's partners</li> </ul> </li> <li><b>Access Control</b> <ul style="list-style-type: none"> <li>Passwordless authentication with biometrics</li> <li>Privilege access management</li> <li>Coverage for identity and access management</li> </ul> </li> <li><b>System Defense</b> <ul style="list-style-type: none"> <li>24x7 monitoring and analytics with high level of automation</li> <li>Interconnected defense in depth security architecture – Zero Trust</li> </ul> </li> <li><b>Data Protection</b> <ul style="list-style-type: none"> <li>Data Discovery and Classification Assessment to locate, classify and track encryption and movement of data at rest and in transit</li> </ul> </li> <li><b>Operational Security Reviews and Audits</b> <ul style="list-style-type: none"> <li>Security Policy and Procedure Assessments</li> </ul> </li> <li><b>Periodic External Audits</b> <ul style="list-style-type: none"> <li>External Vulnerability Risk Assessment</li> <li>Web Application Assessment</li> <li>Email Security Assessment</li> <li>SLA provided ongoing and proactive management</li> </ul> </li> <li><b>Security Tools</b> <ul style="list-style-type: none"> <li>Monitoring, Health Management, and Security Configuration</li> <li>Standard and Custom Reporting</li> <li>Quality of service delivery</li> <li>Trending &amp; metrics reporting</li> </ul> </li> <li><b>Security Service Management</b> <ul style="list-style-type: none"> <li>24x7 available Customer Portal with 100% transparency</li> <li>Two-way eBonding of ticketing systems</li> </ul> </li> <li><b>Security Dashboard and Ticket System</b></li> <li><b>Compliance</b> <ul style="list-style-type: none"> <li>Asset Tracking with CMDB integration</li> <li>Endpoint patching compliance</li> <li>Application and software inventory</li> <li>Risk exposure to vulnerabilities</li> </ul> </li> <li><b>Security Incidents and Investigations</b> <ul style="list-style-type: none"> <li>24x7 CSIRT</li> <li>Incident Response &amp; Recovery Retainer with defined SLA</li> <li>Proactive Exec tabletop exercise</li> </ul> </li> <li><b>Secure Coding</b> <ul style="list-style-type: none"> <li>DevSecOps effort to implement secure coding into the development lifecycle</li> </ul> </li> </ul>
<p><b>3. Business Operations</b></p>	
<p><b>3.1.1. Logistics</b></p>	
<p><b>3.1.2. Distribution &amp; Shipping Capabilities.</b> Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.</p>	<p>Provided cloud solutions do not require distribution and shipping.</p>

<p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	
<p><b>3.2. Customer Service</b></p>	
<p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>We put the customer at the center of everything we do, every day. We are organized to be fast and focused, to respond more quickly to our customers' needs. Our principles have led to a structure that drives accountability and responsibility to the teams that work closely with them and our partners.</p> <p>As Kyndryl is not a direct seller of hardware or software, we do not provide a Customer Service department. We do provide teams of customer centric professionals that manage each of our customer with account executives, delivery executives, chief architects, and other technical roles required to support and provide guidance and management to our customers for the services that we provide. These professionals are designated as supporting our customers and acting as the primary customer service and customer facing services for our customer. Our customer supporting teams provide 24x7 operations management to address any incidents or problems that arise as well as our Project Management Office (PMO) that support our project efforts that we conduct with our customers during business hours. We will collaborate with each CCOG member to refine our standard governance structure that we implement to manage the services. As part of our services, we conduct surveys of our services from each of customer on a regular basis to ensure that we are meeting or exceeding the expectations and requirement from our customer.</p> <p>Our customer relationships across all industries demonstrate the deep level of trust that we have earned, and the role we play as a partner that provides technical expertise, insight, and intellectual property to solve customer challenges. We are the trusted advisor and partner to more than 4,600 customers, in technology- intensive, and often highly regulated environments, spread across over 100 countries, managing mission- critical technology environments across all industries. Our customers collectively represent:</p> <ul style="list-style-type: none"> <li>• Financial Services: over 60% of the top 50 banks' assets under management;</li> <li>• Telecommunications: approximately 50% of the total industry's mobile connections worldwide;</li> <li>• Retail: over 50% of the total industry's hypermarket sales;</li> </ul>

	<ul style="list-style-type: none"> <li>Automotive: approximately 45% of the total industry's production of passenger vehicles</li> <li>Airlines: over 35% of total revenue passenger miles flown</li> </ul> <p>To deliver these services, we rely on our team of skilled practitioners, consisting of approximately 90,000 professionals. Given our large and diversified customer base operates in multiple industries and geographies, we utilize a flexible labor and delivery model with a balanced mix of global and local talent as needed to meet customer-specific needs, regulatory requirements, and data protection and labor laws. Our employees leverage their deep engineering expertise and extensive experience operating complex and heterogeneous technology environments to drive service quality, intellectual property development, and our long-term trusted customer relationships.</p> <p>Customer satisfaction takes into account various facets of the customer experience, such as:</p> <ul style="list-style-type: none"> <li>The availability of our products</li> <li>The purchasing process</li> <li>The steps after purchase</li> <li>The responsiveness of your team when resolving issues</li> </ul> <p>We have many customer relationships that are decades long, as we provide high quality, mission-critical services that are core to operations with customers that represent the backbones of their respective industries. These customers entrust us to deliver the services they need and manage their complex environments so that they can achieve their business objectives.</p>
<b>3.2.2. Training &amp; Support.</b> Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?	Beyond simply providing a service catalog of products and services, Kyndryl provides experienced selling teams that provide knowledge, training, and support through our technology architects, technology solution managers, client technical solutionists, and our public cloud resellers. These teams of experienced professionals often provide learning opportunities to Member leadership on the capabilities and solutions for our customers. These learning opportunities include providing webinars, links to whitepapers and offering presentations, and other material that helps to educate our customer on the applicability of any of our solution offerings that could address their specific business requirements.
<b>3.2.3. Implementation.</b> Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as	<p>For both managed public cloud and managed private cloud implementations, Kyndryl provides customers with a fully managed implementation team led by a Client Partner Executive (CPE) partnered with a Transition &amp; Transformation Integration Manager (TTIM). Kyndryl project personnel will ensure that the Member environment is built and configured to their specification.</p> <p>The implementation and onboarding process commences upon completion of the solution design, which involves designing a reliable, scalable, secure, and cost-effective cloud architecture. During the implementation, the CPE and</p>



<p>part of the software maintenance.</p>	<p>TTIM become familiar with the customer's organization and business concerns and will serve as an additional point of contact. Kyndryl will work with customers to understand all the customer's business requirements, including software and application configuration, to ensure that the environment will work efficiently.</p> <p>The CPE will work with our project delivery organization which is a hub of dedicated Project Management professionals providing end-to-end management of cloud solutions implementations. These services include Resource Management, Process Management, Tools and Tool Support, Architecture and Solution Design Services, Project Management Services, Performance Management and Portfolio Management. This team uses best-of-breed tools and processes to optimize its implementations and operations.</p>
<p><b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b></p>	
<p><b>3.3.1. Order &amp; Invoice Process.</b> Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>Kyndryl's Proposal Engine Team is committed to providing consistent, compelling, and high-quality Proposal Support. We offer this support through our best-in-class Bid Managers, Graphic Designers, Content Solution Writers, and Content Curation Advisors. The Proposal Engine Team will provide quality starter content in a centralized repository – giving Kyndryl the ability to respond to Equalis/CCOG Members requests quickly and compellingly.</p> <p><b>Request for Service Process: Key Process Phases</b></p>  <pre> graph LR     Initiation --&gt; Qualification     Qualification --&gt; RequirementsDefinition[Requirements Definition]     RequirementsDefinition --&gt; SolutionDevelopment[Solution Development]     SolutionDevelopment --&gt; Proposal     Proposal --&gt; Implementation     Implementation --&gt; Closure     </pre> <p><b>Initiation</b> An RFS is initiated by an authorized initiator using the agreed to RFS submission mechanism (tool, form)</p> <p><b>Qualification</b> Designated person performs a qualification of the RFS to ensure that all necessary information has been recorded, that the request has been initiated by a person on the Authorized Requestor List and that Kyndryl wishes to accept and solution the request.</p> <p><b>Requirements Definition</b> The organization responsible for Solution development assigns a resource to work with the client and RFS Operations Specialist* to gather and clarify their requirements.</p> <p><b>Solution Development</b> The technical solution is developed by the organization responsible for Solution development during this phase. When the solution and costing is complete it is forwarded to the RFS Operation Specialist along with the Solution Document.</p> <p><b>Proposal</b> During this phase, the solution is priced, proposal is developed and submitted to the Client for review and approval. The proposal is delivered to the Client who will review it and inform Kyndryl if the proposal has been accepted, rejected and returned for rework, or rejected without rework required.</p> <p><b>Implementation</b> This phase commences when the proposal is accepted by the Client. This is the Delivery Organization's authorization to begin implementation.</p> <p><b>Closure</b> This phase reflects the final closure of RFS. Once the project has been completed the PgMS Project Control process/Project Management system will generate a notification of completion back to this process and then the RFS will be considered complete and closed.</p> <p>Kyndryl's e-Invoicing allows the receiver to electronically validate and accept an invoice as well as rejecting it electronically. The Kyndryl e-Invoicing Strategic solution is based on the e-IDM system.</p> <p>Kyndryl's standard payment terms are NET 30 days on receipt of invoice. Kyndryl can accept EFT, EDI and Checks.</p>

## 4. PRICING

### 4.1. Cost Proposal

<p><b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>Kyndryl utilizes for most products discounted MSRP List pricing for direct public cloud offerings as a reseller. List pricing often changes for public cloud offerings as providers change their offering price structure frequently. Using MSRP with a discount is the best way that we can show savings to a Member while presenting the number of solution offerings - <b>Member pricing shall not exceed discounted MSRP or other offered discounts.</b> Kyndryl is offering discounts of between 5 and 7% depending on product selected.</p> <p>In addition to the Public Cloud reseller discount pricing that we are proposing, Kyndryl provide Managed Services which require collaboration with our customer to develop the detailed solution requirements and appropriate volumes of service elements. These <u>specialized</u> offerings are discounted even higher than 7% (up to 22%) because they are full managed services that do not have defined MSRP but are dependent on the solution and sizing collaboration with the Member: Full managed services pricing based on solution configuration and agreed pricing will have an up to 22% discount (78% of configured pricing) and are marked in the Cost Proposal as "Per configured and agreed pricing".</p> <p>For solutions provided by our own Kyndryl Private Cloud, EQUALIS/CCOG members can also benefit from the power and security of our leading IT platforms, but with a lower, more controllable, consumption-based pricing model that has enhanced availability, scalability, and disaster resiliency. In addition, Members can expect the following benefits:</p> <ul style="list-style-type: none"> <li>▪ A simplified and reduced total cost of ownership on the mainframe, as well as consolidated software contracts into one vehicle</li> <li>▪ There is a monthly recurring fee that is determined by: network connectivity, RAM, LPARS, DASD, Tape, CPU, ISV licenses, additional services, etc. requirements that will be determined by the Member completing the Kyndryl Cloud Solution Environment Questionnaire as well as discussions during requirements review</li> <li>▪ A pay by the MIP/MSU, with full chargeback transparency and a consumption-based platform to adjust to your needs – adjustment for MIP/MSU can result in lower costs or higher cost</li> <li>▪ Delivering all aspects of cloud solutions with the latest technology through an experienced provider who supports 4.1 million MIPS, 140 petabytes of storage, and 3,300 LPARS worldwide today</li> <li>▪ Enhanced disaster recovery and testing with an industry leader in disaster recovery &amp; resiliency services</li> <li>▪ Reduce risks to business continuity, security, and mainframe staffing with a standardized, US-based, government regulated, and shared services delivery model from a leading provider who has more than 6,500 IT professionals worldwide</li> </ul>
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	<ul style="list-style-type: none"> <li>▪ Currency of Kyndryl platforms and managed OS and applications built in</li> </ul>
<p><b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or EQUALIS/CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Kyndryl utilizes a proven internal self-audit process to ensure compliance with client contract requirements. Our process ensures that participating Members are billed according to our proposed rates in accordance with the agreed upon SOW.</p> <p>In addition, Kyndryl will report all sales per the EQUALIS/CCOG contract each quarter, and that the proper administrative fee to EQUALIS/CCOG is paid.</p> <p>Our process to report quarterly sales to EQUALIS/CCOG will provide sufficient detail to support our ability to report sales as between Kyndryl and EQUALIS/CCOG. Our Project Management and Billing Team will guarantee rate validation and that there is no deviation from the rates associated with the various consulting positions per our contract with the EQUALIS/CCOG participating Member.</p> <p>Kyndryl's administrative fee payments are processed through our financial system. The payments are validated by comparing Kyndryl's financial reporting system and against the EQUALIS/CCOG contract.</p> <p>Auditing the pricing model for our reseller offerings through our Public Cloud partners will be done leveraging the available price lists posted on the Public Cloud providers web site that has the posting for each of the available offerings. The pricing to EQUALIS/CCOG and its members will be based on those posted rates minus the available discount listed on the Cost Proposal. For our Managed Services offerings, we will partner with each of the customers of those services to establish and agree on the pricing for those services based on the specific complex requirements for those services and providing the posted discount pricing. Our Managed Services pricing is internally audited through a market-based pricing comparison that leverages industry analysts and reports to compare our offerings with industry standards for similar offerings.</p>
<p><b>4.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Kyndryl is offering discounts of between 5 and 7% depending on product selected. <u>Specialized</u> offerings are even higher than 7% (up to 22%) because they are full managed services that do not have defined MSRP but are dependent on the solution and sizing collaboration with the Member.</p>



<p><b>4.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Not applicable</p>
<p><b>4.1.5. Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing.</b></p>	<p>Kyndryl has many partnerships in multiple industries. We are uniquely positioned to work with our partners for sourced products or related services (open market) and obtain best pricing as required. Kyndryl can provide required quotes for each request.</p>
<p><b>4.1.6. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b><i>NOT</i></b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>Each client's requirements and infrastructure are different. There are many scope variables associated with Cloud offerings that can result in the estimate being lower or higher. Without engaging with a Member, it is challenging to anticipate every cloud solution requirement that a Member may need – Kyndryl has not listed every product in our portfolio. It is Kyndryl's intent to work with the individual purchasing Member to offer a best and final price at a transactional level. For products that do not appear on the contract, for example software licenses, Kyndryl will attempt to adhere to our discount structure in providing the unpriced components.</p> <p>Kyndryl has partnerships with all four major cloud service providers – AWS, Azure, GCP and IBM. We are able to leverage enterprise discount programs to negotiate, execute, and facilitate cost-effective procurements.</p>
<p><b>5. <u>GO-TO-MARKET STRATEGY</u></b></p>	

<b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>			
<b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas; <div><div>1. Executive Contact</div><div>2. Contract Manager</div><div>3. Sales Leader</div><div>4. Reporting Contact</div><div>5. Marketing Contact.</div></div> Indicate who the primary contact will be if it is not the Sales Leader	<div><div>• Executive Contact</div><div>• Contract Manager</div><div>• Reporting Contact</div><div>• Marketing Contact</div></div>	<div><div>Katia Saintfort-Russ</div><div><a href="mailto:Katia.Saintfort-Russ@Kyndryl.com">Katia.Saintfort-Russ@Kyndryl.com</a></div><div>863.581.0468</div><div>Katia Saintfort-Russ will assume responsibilities for these roles.</div></div>	<div><div>Link to profile:</div><div><a href="https://www.linkedin.com/in/katia-saintfort-russ-mpa-cpm-csm-851bb064/">https://www.linkedin.com/in/katia-saintfort-russ-mpa-cpm-csm-851bb064/</a></div></div>
<b>5.1.2.</b>	<div><div>• Sales Leader</div></div>	<div><div>Gerlene Rhyne</div><div><a href="mailto:Gerlene.Rhyne@Kyndryl.com">Gerlene.Rhyne@Kyndryl.com</a></div><div>480.459.1320</div></div>	<div><div>Link to profile:</div><div><a href="https://www.linkedin.com/in/gerlene-rhyne/">https://www.linkedin.com/in/gerlene-rhyne/</a></div></div>
<b>5.1.3. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	Kyndryl provides services nationwide (USA). Our sales force, business development and service teams of @1,000 will promote, sell, and support the entire USA. A focus will be on those potential Members as identified in Attachment C – State Notice. While we pursue these potential Members, we will also promote EQUALIS/CCOG with existing Kyndryl clients.		
<b>5.2. Contract Implementation Strategy &amp; Expectations</b>			
<b>5.2.1. Contract Expectation.</b> What are your company’s expectations in the event of a contract award?	Kyndryl expects to work closely with EQUALIS/CCOG to promote and provide Cloud Solutions to those participating members that may need subject matter expertise as they plan strategies and objectives to improving their overall technology posture and service to their clients. In addition, through our Public Sector Grants Program, Kyndryl will partner with state, local, tribal, and territorial governments to leverage funding from government sources, such as the American Rescue Plan Act (ARPA) and the		

	Infrastructure Investment and Jobs Act (IIJA), to modernize and improve our national infrastructure.
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>Kyndryl expects to work closely with EQUALIS/CCOG to promote and provide Cloud solutions and supporting products and services to those participating members and potential members that may need subject matter expertise as they plan strategies and objectives to improving their overall technology posture and service to their clients.</p> <p>We know the planning and budgeting process can be lengthy in nature in the public sector – using the list of potential members provided (Attachment C – State Notice) as basis for target marketing and sales efforts, we plan to engage current and potential members early so that they have the appropriate information needed to generate their internal business case and develop budget request and achieve legislative appropriations approval.</p> <p>We plan on implementing a Marketing &amp; Sales Plan, which will be deployed with Kyndryl's sales team within 60 days of Equalis/CCOG award and completed within 120 days (potentially sooner). The Marketing &amp; Sales Plan will utilize the following:</p> <ul style="list-style-type: none"> <li>• A Kyndryl – EQUALIS/CCOG co-authored use case summarizing the EQUALIS/CCOG business need, services implementation summary including partnership or alliances involved and expected benefits.</li> <li>• A Kyndryl point of view blog on how Kyndryl plans to help EQUALIS/CCOG address the business challenge including partnership or alliances involved and expected benefits.</li> <li>• Build a presentation summarizing how Kyndryl and EQUALIS/CCOG worked together to address the business challenge including partnership or alliances involved and expected benefits.</li> <li>• Invite EQUALIS/CCOG representative to co-present at 3rd party event or webinar, to showcase the solution implementation as a best practice.</li> <li>• Promote event presentation via Kyndryl SME social channels, amplified by Kyndryl branded channels.</li> <li>• Publish a EQUALIS/CCOG case study, including implementation results and feature it on the Kyndryl.com customer success page.</li> <li>• Promote blog via Kyndryl SME social channels, amplified by Kyndryl branded channels.</li> </ul> <p>Below are key marketing technologies that we can collect or utilize digital data to enhance our marketing &amp; sales effectiveness:</p> <ul style="list-style-type: none"> <li>• Adobe Analytics: Finding relevant audiences and using data intelligence to better understand consumer behavior. We track site visits and engaged visits. We optimize the marketing tactics based on the engaged visits rate and cost per engaged visit.</li> <li>• Adobe Experience Manager Assets: Cloud-native DAM (digital asset management) designed to create and manage assets as well manage, deliver, and optimize personalized experiences at scale.</li> </ul>

	<ul style="list-style-type: none"> <li>• Adobe Experience Manager Sites: It is a content and experience management platform designed to deliver cross-channel digital customer experiences. AEM Sites enables marketing to create and manage digital experiences at scale across websites, mobile sites and on-site screens.</li> <li>• Adobe Target: Get AI-powered user experience testing, personalization, and automation at scale, so we can find that one customer out of a million and give them what they want.</li> <li>• Adobe Marketo Engage: We used it to create campaigns, sends emails, manages contact records and interaction data. It provides an automated and integrated Marketing solution that covers end to end function, process transformation to drive consistency across Geos and brands to improve efficiency and enable necessary revenue growth.</li> <li>• Hotjar: It reveals the online behavior and voice of our users. By combining both Analysis and Feedback tools, Hotjar gives us the 'big picture' of how to improve our site's user experience and performance/conversion rates.</li> <li>• Medallia: We use Medallia to create a digital customer experience platform based on Net Promoter Score (NPS). It empowers every employee to improve the customer experience.</li> <li>• On24: We can create exceptional webinars, virtual events and personalized content experiences that drive engagement with audiences everywhere.</li> </ul> <p>In addition, through our Public Sector Grants Program, Kyndryl will partner with state, local, tribal, and territorial governments to leverage funding from government sources, such as the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA), to modernize and improve our national infrastructure.</p>
<b>5.2.3. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?	<ul style="list-style-type: none"> <li>• Continually increase Kyndryl's market exposure after split from IBM</li> <li>• Capture (sign and deliver) at least 2 new Member opportunities each year</li> <li>• Promote in an ongoing basis, benefits of Membership with Equalis/CCOG</li> <li>• Continuous enhancement of our cloud solutions offering that will reflect evolving Member requirements that leads to increased selling opportunities through Equalis/CCOG</li> </ul>
<b>6. ADMIN FEE &amp; REPORTING</b>	
<b>6.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	

<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p><b>Please provide your proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement.</u></b></p>	<p>Kyndryl proposes the following administrative fees to EQUALIS/CCOG for the administration of a contract that is awarded.</p> <table> <tr> <th><u>Annual Sales Through Contract</u></th><th><u>Administrative Fee</u></th></tr> <tr> <td>• Under \$10,000,000</td><td>1%</td></tr> <tr> <td>• \$10,000,001 - \$20,000,000</td><td>1.5%</td></tr> <tr> <td>• \$20,000,001 - \$30,000,000</td><td>2.0%</td></tr> <tr> <td>• Over \$30,000,001</td><td>2.5%</td></tr> </table>	<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>	• Under \$10,000,000	1%	• \$10,000,001 - \$20,000,000	1.5%	• \$20,000,001 - \$30,000,000	2.0%	• Over \$30,000,001	2.5%
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>										
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• \$10,000,001 - \$20,000,000	1.5%										
• \$20,000,001 - \$30,000,000	2.0%										
• Over \$30,000,001	2.5%										
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will</p>	<p>Kyndryl will provide as required Contract Sales Activity Reports (Report). Kyndryl will provide a Report to EQUALIS/CCOG Administrator assigned to the Contract in accordance with stated requirements. Reports will be provided no later than 45 days after the end of each calendar month. A Report will be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Kyndryl will submit a report indicating no sales were made).</p> <p>In addition, Kyndryl will report that the proper administrative fee to EQUALIS/CCOG is paid.</p>										

<p>meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Our process to report quarterly sales to EQUALIS/CCOG will provide sufficient detail to support our ability to report quarterly sales. Our Project Management and Billing Team will guarantee rate validation and that there is no deviation from the rates associated with the various consulting positions per our contract with the EQUALIS/CCOG participating entity.</p> <p>Kyndryl's administrative fee payments are processed through our financial system. The payments are validated by comparing Kyndryl's financial reporting system and against the EQUALIS/CCOG contract.</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Kyndryl utilizes a proven internal self-audit process to ensure compliance with client contract requirements. Our process ensures that participating entities are billed according to our proposed rates in accordance with the agreed upon SOW. In addition, Kyndryl will report all sales per the EQUALIS/CCOG contract each quarter, and that the proper administrative fee to EQUALIS/CCOG is paid.</p> <p>Our process to report quarterly sales to EQUALIS/CCOG will provide sufficient detail to support our ability to report quarterly sales. Our Project Management and Billing Team will guarantee rate validation and that there is no deviation from the rates associated with the various consulting positions per our contract with the EQUALIS/CCOG participating member.</p> <p>Kyndryl's administrative fee payments are processed through our financial system. The payments are validated by comparing Kyndryl's financial reporting system and against the EQUALIS/CCOG contract.</p>

## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: ☐ ☒ No

List certifying agency: [Click or tap here to enter text.](#)

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

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

List certifying agency: [Click or tap here to enter text.](#)

**c. Disabled Veterans Business Enterprise (DVBE)**

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

List certifying agency: [Click or tap here to enter text.](#)

**d. Historically Underutilized Businesses (HUB)**

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

List certifying agency: [Click or tap here to enter text.](#)

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

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

List certifying agency: [Click or tap here to enter text.](#)

**f. Other**

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

List certifying agency: [Click or tap here to enter text.](#)



## PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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 Bidder to provide the products and services included in their proposal which can include, 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.

Kyndryl maintains these major ISO standards certifications on an ongoing basis: ISO 9001, ISO/IEC 12207, ISO/IEC 15504, ISO 14001, ISO 27001, and ISO 20000. Of the more than 16,000 standards that are monitored by the International Organization for Standardization (ISO), the one that is recognized by companies worldwide as being synonymous with “quality” is ISO 9001. Registering to this standard is a key part of doing business in today's global marketplace. The ISO 9001 standards establish the criteria for measuring, monitoring, and assessing Kyndryl's Quality Management System (QMS). Kyndryl has a rigorous internal audit program, which regularly validates our compliance to QMS and to the ISO 9000 standard.

**Kyndryl has uploaded certificates as requested in Supplemental Documents.**

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## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits EQUALIS/CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying EQUALIS/CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes  
☒ No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. *As a company with approximately 90,000 employees worldwide and with operations in over 100 countries, Kyndryl's customers may, from time to time and for a variety of reasons, opt to terminate contracts with Kyndryl and in some cases those terminations may result in formal claims. While Kyndryl does not centrally maintain data of such events, to the extent any such event is material it will be disclosed in accordance with Kyndryl's obligations under the U.S. Securities laws. Kyndryl's SEC filings may be accessed at <https://sec.report/CIK/0001867072>*

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. *To its best knowledge and belief, Kyndryl has not been subject to an adverse regulatory or adverse administrative governmental action with regard to services similar to those described in this RFP. action. To the extent any such action occurs and is material, it will be disclosed in accordance with Kyndryl's obligations under the U.S. Securities law. Kyndryl's SEC filings may be accessed at <https://sec.report/CIK/0001867072>*

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

EQUALIS/CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ Yes

☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon EQUALIS/CCOG 's approval.

Bidder Response: Click or tap here to enter text.

## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

EQUALIS/CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any EQUALIS/CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Hugh Gallagher, hereby certify and affirm that Kyndryl, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Hugh Gallagher, hereby certify and affirm that Kyndryl is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Hugh Gallagher, hereby certify and affirm that Kyndryl, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I, Hugh Gallagher, hereby certify and affirm that Kyndryl either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with EQUALIS/CCOG.

I, Hugh Gallagher, hereby affirm that this proposal accurately represents the capabilities and qualifications of Kyndryl, and I hereby affirm that the cost(s) proposed to EQUALIS/CCOG for the performance of services and/or provision of goods covered in this proposal in response to this EQUALIS/CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all

incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

**PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT**

The Bidder is 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.

Authorized signature:     *Hugh Gallagher*    

Printed Name:     Hugh Gallagher    

Company Name:     Kyndryl, Inc      
                            One Vanderbilt Avenue, 15th Floor

Mailing Address:     New York, New York 10017    

Email Address:     Hugh.Gallagher@Kyndryl.com    

Job Title:     Client Solutions Executive

**PROPOSAL FORM 10: DEBARMENT NOTICE**

I, the Bidder, 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.

Respondents Name:	<u>Hugh Gallagher, Kyndryl Inc</u>
Mailing Address:	<u>One Vanderbilt Avenue, 15th Floor</u> <u>New York, New York 10017</u>
Signature	<u><i>Hugh Gallagher</i></u>
Title of Signatory:	<u>Client Solutions Executive</u>



## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: Hugh Gallagher  
 Date: 19 October 2022

## PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

### 1. *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 EQUALIS/CCOG Participating entities in which work is being performed.

### 2. *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.

Signature: Hugh Gallagher  
Date: 19 October 2022

## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder 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.

Does Bidder agree? \_ Yes  
(HJG)

## PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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 bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’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 Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners 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, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, EQUALIS/CCOG will consider the respondent’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 Supplier Partner using federal funds.

### **1. Supplier Partner Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the EQUALIS/CCOG 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 Supplier Partner violation and breach of contract terms.

Does Bidder agree? Yes  
(HJG)

### **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 ten thousand dollars (\$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. Bidder 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 Bidder agree? Yes  
(HJG)

### **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. Supplier Partner 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 Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Yes  
(HJG)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner 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](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner 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 Supplier Partner 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 Bidder agree? Yes  
(HJG)

#### **5. *Contract Work Hours and Safety Standards Act***

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner 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, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 Bidder agree? Yes  
(HJG)

#### **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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Yes  
(HJG)

#### **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 one hundred fifty thousand dollars (\$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, Supplier Partner 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 Bidder agree? Yes  
(HJG)

### **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.

Supplier Partner certifies that Supplier Partner 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. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner 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 Bidder agree? Yes  
(HJG)

### **9. *Byrd Anti-Lobbying Amendment***

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Yes  
(HJG)

### **10. *Procurement of Recovered Materials***

For participating agency purchases utilizing Federal funds, Supplier Partner 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 maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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 Bidder agree? Yes  
(HJG)

### **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? No  
(HJG)

### **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 Bidder agree? Yes  
(HJG)

### **13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



Does Bidder agree? Yes  
(HJG)

#### **14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members 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 Bidder agree? Yes  
(Yes)

#### **15. Applicability to Subcontractors**

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

Does Bidder agree? Yes  
(HJG)

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.

Authorized  
signature:

Hugh Gallagher

Printed Name: Hugh Gallagher  
Company Name: Kyndryl Inc  
Mailing Address: One Vanderbilt Avenue, 15th Floor  
New York, New York 10017  
Job Title: Client Solutions Executive

## PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

*Please answer the following question. If yes, please complete Proposal Form 15.*

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

### **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"

EQUALIS/CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. EQUALIS/CCOG 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. EQUALIS/CCOG and/or EQUALIS/CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. EQUALIS/CCOG and EQUALIS/CCOG members reserve the right to confirm compliance. In the event that EQUALIS/CCOG or EQUALIS/CCOG members suspect or find that any contractor or subcontractor is not in compliance, EQUALIS/CCOG 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 upon 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 EQUALIS/CCOG 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, EQUALIS and CCOG 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.

Does Bidder agree? \_ Yes  
(HJG)

Date: \_ 19 October 2022

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

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.

A. 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:

Street:

City, State, Zip Code:

Click or tap here to enter text.

Complete as appropriate:

I, Click or tap here to enter text , certify that I am the sole owner of Click or tap here to enter text , 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, Click or tap here to enter text , a partner in Click or tap here to enter text , 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, Hugh Gallagher, an authorized representative Kyndryl Inc, 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

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

Signature: \_\_\_\_\_

Date: [Click or tap here to enter text.](#)

B. Non-Collusion Affidavit

**Bidder Name:**

**Street Address:** Enter Bidder Name

**City, State Zip:** Enter Bidder Name

*State of New Jersey*

*County of Insert County name*

*I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:*

*I am the Insert name of job title of the firm of Insert company name, the Bidder 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*

**Authorized  
signature:**

**Job Title:**

Insert job title here.

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: \_\_\_\_\_

Click or tap here to enter text.

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Click or tap here to enter text.

**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)**

**Suppliers must submit with proposal:**

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

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

☒ 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

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Click or tap here to enter text.

Date: \_\_\_\_\_

Click or tap here to enter text.

**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).

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**Signature of Procurement Agent**

D. C. 271 Political Contribution Disclosure Form

**PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](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](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.**

## CONTRACTOR INSTRUCTIONS

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

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

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

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

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

<sup>1</sup> 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:	Kyndryl, Inc		
Address:	One Vanderbilt Avenue, 15th Floor		
City:	New York	NY	10017

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.

	Insert Full Name	Client Solutions Executive
_____ Signature of Vendor	_____ 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
			\$

☐ 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](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.****E. *Stockholder Disclosure Certification*****Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

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

## PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☐ 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:

**Kyndryl has uploaded its exceptions/deviations to T&C in Supplemental Documents.**

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

## Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

Contract Section	Exception or Proposed Revision
<b>2.2 Supplemental Agreements</b>	Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participants to further define the terms and conditions of purchasing Products & Services ("Customer Agreement"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
<b>2.3(b) Pricing Adjustments</b>	No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Master Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer document, or a formal cost justification letter.
<b>New Section 2.3(d) Economic Change Adjustment</b>	<p><b>ECONOMIC CHANGE ADJUSTMENT</b></p> <ul style="list-style-type: none"> <li>a. Notwithstanding anything to the contrary in this Master Agreement, Winning Supplier will calculate and apply an adjustment to the charges based upon economic changes (an <b><u>Economic Change Adjustment</u></b> or <b><u>ECA</u></b>) as described below beginning 12 months after the date of Winning Supplier's proposal (November 10, 2022). The ECA will be payable on a prospective basis (for example, the actual inflation for December 2022 will determine the ECA for the year 2023) on the Charges. The ECA will be determined as soon as practicable after the end of each 12-month period using the formula below (the <b><u>ECA Factor</u></b>).</li> <li>b. Winning Supplier will invoice the applicable participating entity/client for the ECA, if any, beginning 12 months after the proposal submission date and monthly thereafter.</li> <li>c. For the USA, the Parties agree to use the December unadjusted Consumer Price Index, as published in the "Summary Data from the Consumer Price Index News Release" by the Bureau of Labor Statistics, U.S. Department of Labor, For All Urban Consumers, All Cities Average, All Items, 1982-84 = 100. (URL= <a href="https://data.bls.gov/cgi-bin/surveymost?cu">https://data.bls.gov/cgi-bin/surveymost?cu</a>; [select 'Retrieve Data'] [select 'U.S. city average, All items - CUUR0000SA0'] (the <b><u>Price Index</u></b>). If the Bureau of Labor Statistics (or its successor agency) stops publishing the CPI-U or substantially changes its content and format, the Parties will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the CPI from 1982-1984 to another year, the Parties will continue to use the CPI-U but will convert the base year to the new base year by using an appropriate conversion formula.</li> <li>d. Actual Inflation</li> </ul>



## Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

During the Term, Winning Supplier will calculate the ECA by determining the applicable Price Index(es), and comparing the change in each applicable year-to-year Price Index with its applicable Price Index for the December before Winning Supplier's proposal date (November 10, 2022) (the **Base Year Index**). For each 12-month period of the Term, the actual applicable Price Index for the December before the year for which the ECA is being calculated (**Actual Inflation**) will be compared to its Base Year Index (for example, the December 2022 Price Index will be used to determine the ECA for the year 2023). For each Price Index, if Actual Inflation is equal to or less than its Base Year Index, then no ECA is calculated for that Price Index and it is excluded from the calculation of the ECA. If Actual Inflation is greater than the Base Year Index, then Winning Supplier will include the local ECA in the overall ECA to the Charges for the year for which Winning Supplier is calculating the ECA.

e. Inflation Sensitivity

A percentage will be established that reflects the inflationary impact on Winning Supplier's delivery of the Services (**Inflation Sensitivity**). The Inflation Sensitivity for labor services is 100%.

f. ECA Adjustment

The ECA is equal to the weighted average ECA Factor(s) times the Inflation Sensitivity times the sum of the Charges due Winning Supplier for each month of the 12-month period succeeding the 12-month period during which Actual Inflation is greater than the Base Year Index.

g. ECA Factor Calculation:

ECA Factor Calculation		
ECA Factor	=	$\frac{((\text{Actual Inflation} - \text{COUNTRY \#1 Base Year Index}) / \text{Base Year Index}) \times \text{Cost Structure Percent}}{1}$
Actual Inflation	=	The Price Index for the December before the 12-month period for which the ECA is being calculated.
Base Year Index	=	The Price Index for the December before the applicable Effective Date.

h. ECA Calculation Example.

(1) The example below calculates the ECA based on the following assumptions:

- (a) A Transaction Document Effective Date of March 1, 2022;
- (b) a Base Year Index of the Price Index for December 2021;
- (c) ECA calculation begins on January 1, 2023;
- (d) Inflation Sensitivity weighted average of one hundred percent (100%) for labor services;
- (e) One hundred percent (100%) of Winning Supplier's annual cost structure are for Services delivered out of the USA, as follows:
  - (i) SOW Services = 100% USA
- (f) the following Actual Inflation examples:

## Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

		ECA Calculation Example Actual Inflation – USA							
		USA Base Year Index December 2021 = 210.10	2023	2024	2025	2026	2027		
		Actual Inflation—USA prior December (e.g., December 2022 for 2023 ECA Factor)	213.70	216.20	218.15	221.45	223.90		
		Weighting as percent of cost structure	100%	100%	100%	100%	100%		
		<table><tr><td colspan="2">ECA Factor Calculation Calendar Year 2024</td></tr><tr><td colspan="2">[USA {(216.20-210.10) / 210.10} x 100%] = 2.9%</td></tr></table>						ECA Factor Calculation Calendar Year 2024	
ECA Factor Calculation Calendar Year 2024									
[USA {(216.20-210.10) / 210.10} x 100%] = 2.9%									
<p>The ECA for each month of each year in which the ECA is due is calculated as above substituting the appropriate monthly moneys and the ECA Factor based upon the actual information.</p>									
2.5(b) Entire Agreement	<p>This Master Agreement, including its Recitals, together with all components of the RFP, the components of Winning Supplier's offer, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier’s complete and final RFP response is hereby incorporated into and made part of this Master Agreement.</p>								
2.5(d) Assignment	<p>This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement. Notwithstanding the foregoing, assignment of Winning Supplier’s right to receive payment is not restricted, including in conjunction with the sale of the portion of Winning Supplier’s business that includes the product or service.</p>								
2.5(e) Master Agreement Order of Precedence	<p>This Master Agreement consist of the following documents, and in the event of conflict, shall be resolved in the following order of precedence:</p>								

## Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

	<ol style="list-style-type: none"><li>(1) These General terms and conditions</li><li>(2) Specifications and scope of work as awarded</li><li>(3) Attachments and exhibits to these General Terms and Conditions</li><li>(4) The solicitation and all attachments thereto; and</li><li>(5) The Bidder's Offer and all attachments thereto.</li></ol>
<b>2.7 Indemnification</b>	Winning Supplier shall defend both CCOG and Equalis Group and its administrators, employees and agents ("Indemnified Parties") against all third-party claims, (" <b>Claims</b> ") and pay damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under this Master Agreement, including any Customer Agreements with Program Participants (" <b>Losses</b> ") to the extent such Losses are finally awarded by a court or otherwise included in a settlement agreement approved by Winning Supplier. To obtain Winning Supplier's defense against Claims and payment of Losses, Indemnified Parties must promptly: i) notify Winning Supplier in writing of the claim; ii) supply information reasonably requested by Winning Supplier; and iii) allow Winning Supplier to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts. Program Participants and Winning Supplier may include any additional indemnification obligations as between each of them in the separately negotiated Customer Agreement.
<b>2.8 Winning Supplier Insurance</b>	During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain general liability insurance (including products liability and completed operations with a minimum per occurrence limit of USD 5,000,000 (or local currency equivalent) and automobile insurance (with a minimum policy limit of USD 5,000,000 (or local currency equivalent)) applicable to its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. Winning Supplier will also maintain property insurance to cover direct loss or damage to its own physical assets. Only with respect to liability arising out of this Master Agreement, CCOG and Equalis will be named as additional insured on Winning Supplier's general liability and automobile insurance policies. Winning Supplier shall give written Notice to CCOG and Equalis of cancellation, nonrenewal, and/or material modification of any such policies, in accordance with the requirements of the policy. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable. Winning Supplier subcontractors used in the performance of this contract or used to furnish Products & Services to any Program Participants will maintain insurance coverages of the types and amounts customary for businesses of similar size and in accordance with industry practice.
<b>2.10 Effects of Termination</b>	Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate, unless the Customer Agreement provides otherwise. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses,

## Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

	and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.
<b>2.11 Audit of Winning Supplier</b>	CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations. For purposes of this Section 2.11, "books and records" shall not include Winning Supplier's cost or margin data nor any confidential employee information.
<b>2.15 Governing Law; Validity</b>	This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. The prevailing party of any suit that is adjudicated by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees from the non-prevailing Party, in the proportionate share of fault adjudicated and attributed by such court of competent jurisdiction to the non-prevailing party, in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

## Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

<b>2.19 Limitation of Liability (New Section)</b>	<ul style="list-style-type: none"><li>a. WINNING SUPPLIER’S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR A PROGRAM PARTICIPANT’S CUSTOMER AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE LESSER OF (i) THE TOTAL AMOUNTS ACTUALLY PAID TO WINNING SUPPLIER BY ALL PROGRAM PARTICIPANTS UNDER THIS MASTER AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY THE PROGRAM PARTICIPANT FROM WINNING SUPPLIER UNDER SUCH CUSTOMER AGREEMENT OR (ii) FIVE MILLION DOLLARS (U.S.\$5,000,000).</li><li>b. NOTWITHSTANDING THE ABOVE, NEITHER WINNING SUPPLIER, CCOG, EQUALIS, NOR THE PROGRAM PARTICIPANTS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS MASTER AGREEMENT OR A PROGRAM PARTICIPANT’S CUSTOMER AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF PROFIT OR REVENUE (EXCLUDING FEES UNDER THIS MASTER AGREEMENT), DATA, OR DATA USE BY THE PROGRAM PARTICIPANT, WINNING SUPPLIER, OR BY OTHERS.</li><li>c. Winning Supplier’s obligation to defend third-party Claims or pay Losses under Section 2.7 shall apply without regard to whether the damages under such claim(s) are classified as direct, indirect, or otherwise, or exceed the limits on liability under this Section 2.19.</li></ul>
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## PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Sample Administration Agreement of this solicitation is for reference only.  
Contracting with Equalis Group and the Winning Supplier will occur after contract award.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

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.

☐ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

☒ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after EQUALIS/CCOG has completed contract award.

## PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

**BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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 Bidder 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.

Company Name	<u>Kyndryl, Inc</u>
Address	<u>One Vanderbilt Avenue, 15th Floor</u>
City/State/Zip	<u>New York, NY 10017</u>
Phone Number	<u>804.363.8201</u>
Email Address	<u>Hugh.Gallagher@Kyndryl.com</u>
Printed Name	<u>Hugh Gallagher</u>
Job Title	<u>Client Solutions Executive</u>
Authorized Signature	<u><i>Hugh Gallagher</i></u>

### Initial Term of the Master Agreement

Contract Effective Date: January 1, 2023

Contract Expiration Date: December 31, 2026

Contract Number: **COG-2139D**

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By: *Franklyn A. Corlett*  
Franklyn A. Corlett (Feb 7, 2023 16:32 EST)  
Name  
: Franklyn A. Corlett  
As: CCOG Board President  
Date: Feb 7, 2023

By: *Eric Merkle*  
Name: Eric Merkle  
As: SVP, Procurement & Operations  
Date: Feb 7, 2023










# Agreement - Kyndryl and CCOG (Master) - 2023.01.01

Final Audit Report

2023-02-07

Created:	2023-02-07
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA83Lc1CVb2JyWpYYXyhZD4fY_14MyY005

## "Agreement - Kyndryl and CCOG (Master) - 2023.01.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
2023-02-07 - 8:59:54 PM GMT- IP address: 23.126.70.39
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