



Kyndryl's response to Equalis/CCOG RFP:

# Cloud Solutions

RFP No. CCOG-1239

Technical Proposal &  
Required Forms

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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

### 1.2.1. **Financial Strength.**

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 & 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.

Kyndryl has \$18.6 billion in revenue for the fiscal year ended December 31, 2021.

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.

#### Annual Reports

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: <http://www.ibm.com/annualreport/>

#### Form 10

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 [www.sec.gov](http://www.sec.gov) under the name of Kyndryl Holdings, LLC.

#### 8-K, 10-K, 10-Q

The latest filings are available in html format on the SEC website [www.sec.gov](http://www.sec.gov).

#### 2020

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.

Federal Employer Identification Number and Taxpayer ID Number - 86-1182761

D&B Number - 11-809-3317

	<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>	<p>N/A.</p>
<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:</p> <p>75% ... of the Fortune 100 and more than half of the Fortune 500</p> <p><b>By sector</b></p> <p>Financial Services: 47%, Distribution &amp; Other: 16%, Telecom: 12%, Industrial: 13%, Public: 11% <small>2020 pro forma revenue: \$19.1B</small></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><b>NASPO (Public Sector Cooperative Revenue):</b></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. 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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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	<p>3. <b>Cloud Broker Services</b> – 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.</p> <p><b><u>Cloud Infrastructure as a Service (IaaS)</u></b></p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• The ability to monitor across all cloud resources (infrastructure, platforms, and applications)</li> <li>• Integrated self-service experience to enable a single consumption, IT operations management, business management, and governance platform</li> <li>• 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</li> </ul> <p>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>
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	<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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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• It ensures more stable and reliable IT operations with automation that compares their existing environment against best practices.</li> <li>• It minimizes technology costs with data-driven recommendations to improve efficiencies across a digital estate, from core to hyperscalers to service providers.</li> </ul> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• <b>Workplace as a Service:</b> 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.</li> <li>• <b>Virtualized Desktop as a Service:</b> architect, build, manage, and host workplace virtualization environments powered by Citrix or VMWare technologies.</li> <li>• <b>Customer Care as a Service:</b> 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.</li> <li>• <b>Mobile Devices as a Service:</b> 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.</li> <li>• <b>Collaboration as a Service:</b> architect, build, manage and support collaboration infrastructure and tools to offer employees chat, voice,</li> </ul>
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	<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.

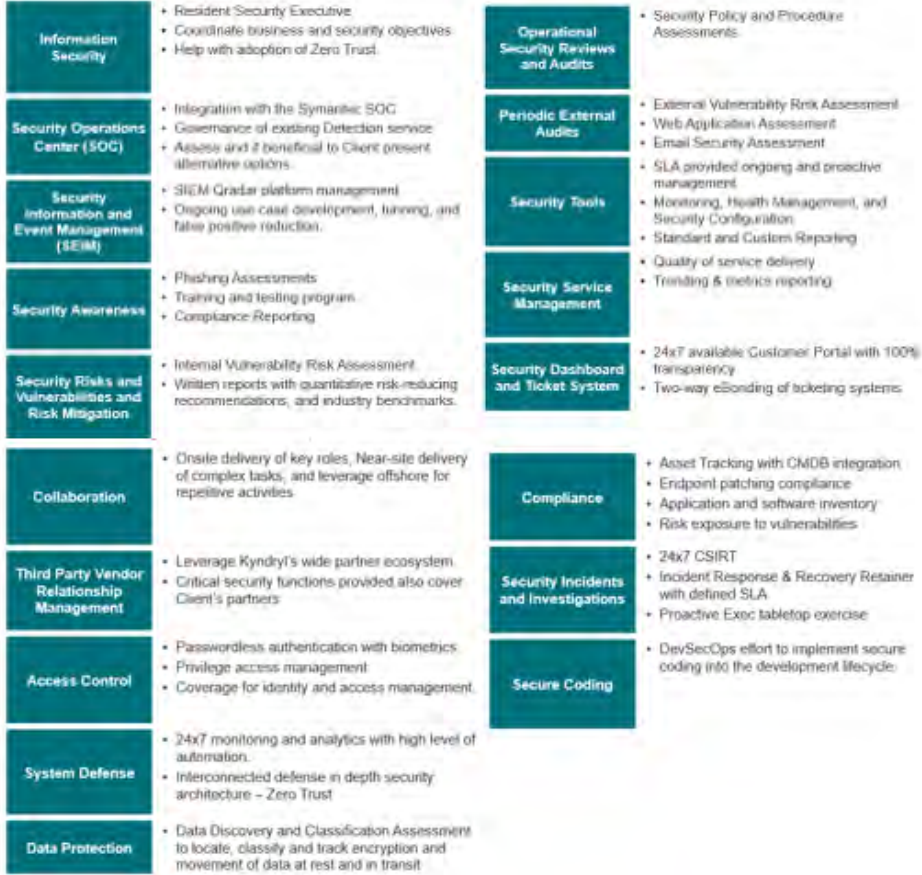
We have forged alliances with technology partners to develop solutions that help our customers realize value in every area of their business. The diagram below provides examples of our key partnerships.



**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.

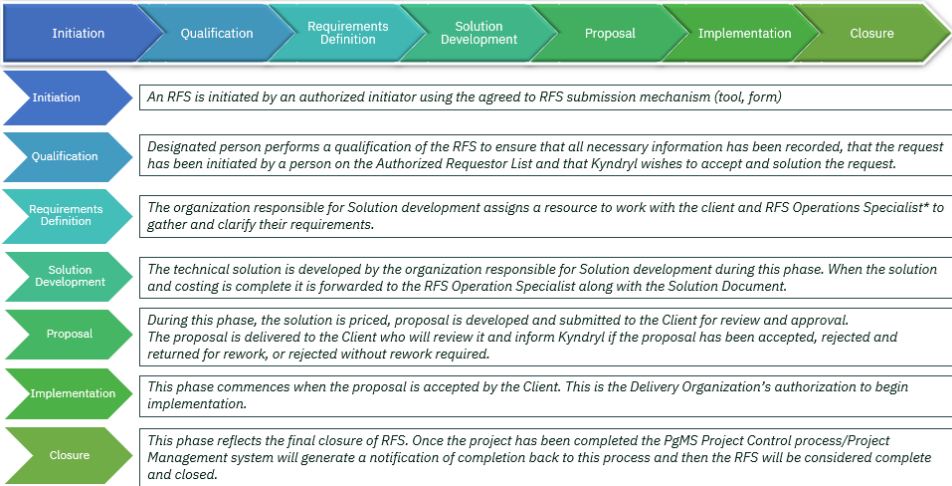
Kyndryl provides Service Level Agreements (SLA) for Cloud Solution Services. These SLAs are tailored to the specific solutions and services that each customer would leverage from Kyndryl and leverage our components of our standard SLAs for each of the specific solutions. As an example, Service Levels 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 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>	
<b>3.2. Customer Service</b>	
<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>
<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?</p>	<p>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.</p>
<p><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>	<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>										
• 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%										
<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.



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)

## Page \_\_\_\_ of \_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount

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**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.)*

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

### Initial Term of the Master Agreement

Contract Effective Date: January 1, 2023

Contract Expiration Date: December 31, 2026

Contract Number:

*(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: \_\_\_\_\_  
Name: \_\_\_\_\_  
: Scott A. Morgan  
As: CCOG Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric Merkle  
As: SVP, Procurement & Operations  
Date: \_\_\_\_\_



# Fast Track Your Journey to Cloud with Kyndryl Services

---

**Zeb Ahmed**

Worldwide Pre-Sales & Sales Leader  
Cloud Practice





A \$19.5B 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.

### **Known for:**

- Being entrusted by customers to manage their vital systems
- Deep domain expertise: 30+ years of IT services eminence
- Consistently recognized as IT leader by industry analysts
- Relentless focus on capturing and applying innovation with 3,000+ patents
- Largest infrastructure services provider with global presence

### **Added value as Kyndryl:**

- Unleashing our full potential with partners to deliver exponential outcomes for customers
- Expanding investments in the skills and innovation our customers need
- More nimble and responsive with decision-making close to customer

# How confident I am that my cloud transformation journey will be successful and without disruption?



- How do I ensure no disruption to my ongoing business, critical workloads, and customer experience during cloud migration/transformation journey?  
– CEO, CIO
- Do I have the roadmap for migration and modernization in place? – VP, IT

- How can I take advantage of latest technologies like containers and microservices? – CTO, IT Director
- How will I integrate a new delivery and operating model into my existing landscape? – CIO



- How will I choose the best option for destination cloud platform and modernization level / technologies? – IT Director, CTO
- How will I address security and operability concerns associated with this transformation journey? – CISO, CIO



# The COVID-19 pandemic has changed the business landscape forever, pushing enterprises to accelerate the adoption of cloud.

How the pandemic is speeding up digital transformation

**59%**

The number of organizations that accelerated digital transformation<sup>1</sup>

**66%**

The number of organizations that completed digital transformation initiatives that previously encountered resistance<sup>2</sup>

**7 years**

The number of years by which the share of digital or digitally enabled products in portfolios accelerated<sup>3</sup>

**75%**

of organizations Believe that IT Ops headcount will grow at a slower rate than the expected increase in applications<sup>4</sup>

<sup>1,2</sup>IBV COVID-19 and the Future of Business

<sup>3</sup>McKinsey Global Survey of executives, July 2020

<sup>4</sup>IDC's Cloud Pulse Q120, March 2020, n=409

Enterprises are shifting from immediate cost take-out to accelerating digital transformation investment.

## Cost and investment management balance

### Cost cutting

- Reactionary
- Short-term
- Immediate reductions

### Cost optimization

- Programmatic
- Mid- to long-term
- Structured improvements

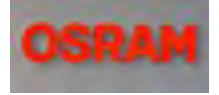
### Value creation

- Stakeholder partnership
- Ongoing
- Business-value driven

“Top-performing leaders never cost-cut their way to enterprise-level strategic relevance.”<sup>4</sup>



# Our Clients



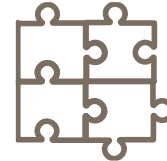
# Scenario 1: Migrate

Architect and design cloud solution, build management framework to support it



## Challenges

- How will I choose target architecture – tools and technologies?
- How will I address migration methodology for different types of workloads - Eg. Lift and shift, conversion, recoding, rewriting applications?
- Will my operations management tools, processes, and procedures change after the transformation journey?



## Solution

- Rehost workloads by lifting and shifting these workloads and leverage Cloud Native technologies.
- Establish the architectural vision for the client's cloud model
- Assess and categorize workloads for respective target platforms
- Architect and design a cloud solution
- Develop decision models
- Create a baseline for service management processes, operating and integration model



## How can Kyndryl help?

- Conceptual design, operational design and /or functional design of your cloud solution
- Target architecture design of infrastructure and application
- Service management model, operating model, integration model and/or DevOps model

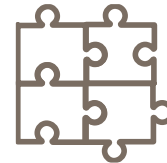
# Scenario 2: Modernize

Leverage latest technologies to modernize legacy applications



## Challenges

- Legacy applications not meeting up with the business expectations, reaching their end-of-life, and are difficult to integrate with modern technologies
- How will I address modernization methodology for different types of applications - Eg. Lift and shift, conversion, recoding, rewriting applications?
- High operational costs and capacity limitations



## Solution

- Legacy application workload discovery and assessment
- Re-architecture of legacy applications
- Impact analysis due to legacy modernization
- Modernize applications to Microservices/cloud Native through API enablement, Container, DevOps optimized for portability across legacy platforms
- Data security, privacy, and regulatory compliance
- Derive cost efficient operating model



## How can Kyndryl help?

Modernization services such as:

- Application Modernization
- Application Language Conversion
- Application Data Conversion
- Application Re-Platform
- DevOps Services
- Development Services



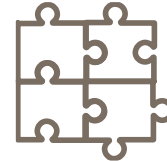
# Scenario 3: Migrate and Modernize

Define the  
roadmap for a  
successful  
cloud  
transformation  
journey



## Challenges

- Do I have the roadmap for migration and modernization in place?
- How will I choose the best option for destination cloud platform and modernization level / technologies?
- How will I decide on which applications to migrate and which ones to modernize?



## Solution

- Evaluation of workloads based on affinity, fit for target cloud
- Application affinity mapping
- Code Analysis and Impact Assessment for modernization candidates
- Migration Wave Planning
- Disaster recovery planning and impact analysis for critical business migrations
- Define predictable and cost - effective migration methodology and roadmap



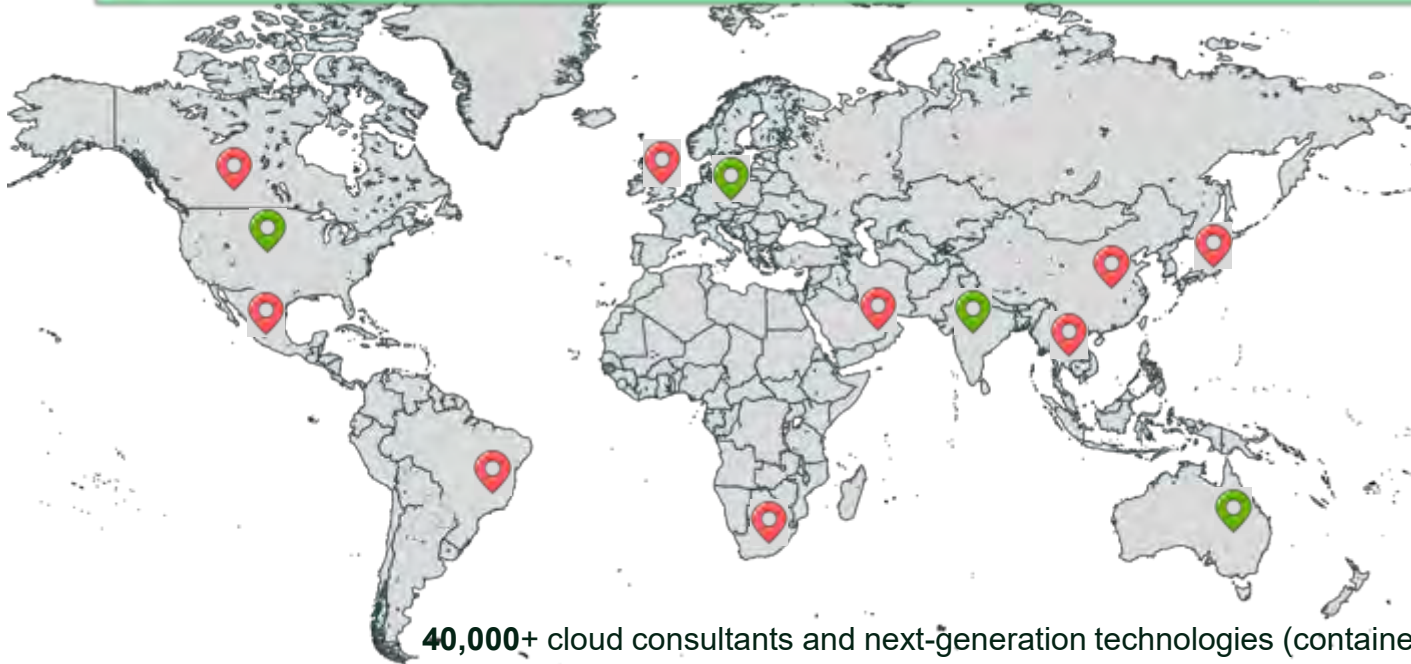
## How can Kyndryl help?

- Identified workload suitability for cloud
- Modernization rollout plan
- Application code discovery and assessment report
- Recommended target cloud model
- Cost analysis
- Discovery / Affinity analysis
- Wave and migration plan



***With over 200,000 successful global transformations over the last two years Kyndryl has a proven approach to help migrate, modernize, and digitally transform your business.***

Kyndryl has performed data center exits, relocations and consolidations for some of the world's largest corporations as well as its own centers





- Client facing teams based in our geographies.
- Deeply experienced delivery core in our Client Innovation Centers.
- Global standard methods, tools & runbooks.
- Globally engineered solution and architecture assets.

**40,000+** cloud consultants and next-generation technologies (containers, microservices, serverless, open-source platforms)

**2700+** contracts across Microsoft Azure, AWS, IBM Cloud® and more

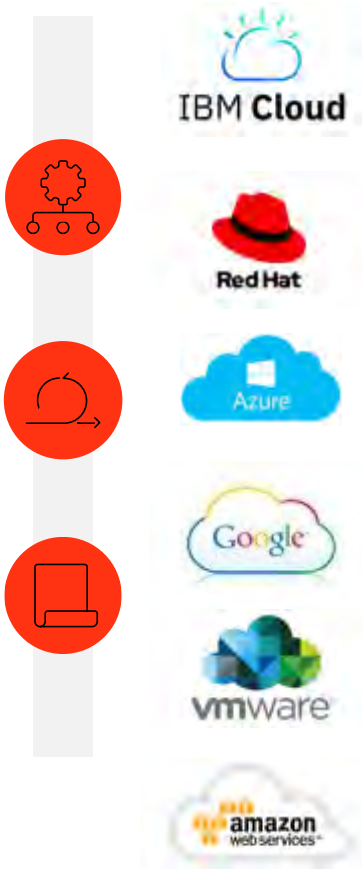
**24,000+** and certified experts globally across multicloud (AWS, Azure, Google, VMware, Red Hat, IBM Cloud)

**6500+** Project managers

-  Cloud Migration Practitioners & Leadership Hub
-  Cloud Migration Practitioners

# Supported Use Cases

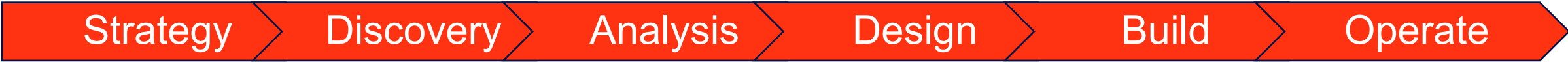
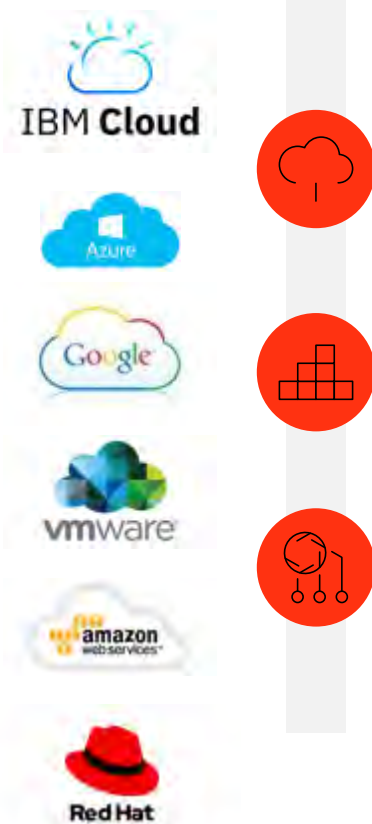
## Source Platforms



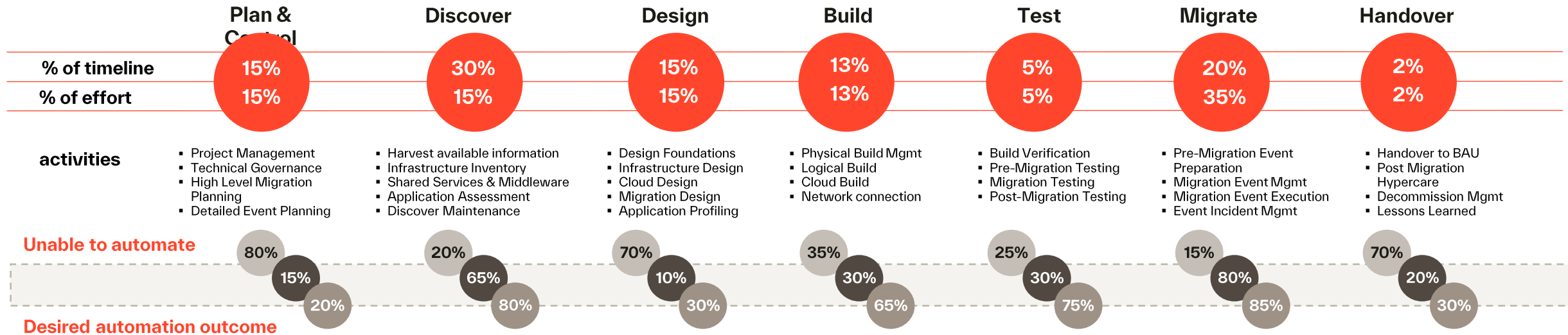
Re-Host  
Re-Factor  
Re-Platform  
Re-Architect  
Replace  
Retain  
Retire

- Discover the source infrastructure and applications
- Application Modernize discovery and assessment
- Assess readiness for Move to Cloud
- Derive high level migration wave plan
- Define application modernization charter
- Test migrations of workload, apps and data
- Migrate the workloads marked for As-Is / re-hosting
- Modernize workloads through re-platforming to latest versions (OS, Middleware, Database)
- Modernize applications through re-factor / re-architect / replace to latest technologies
- Modernize applications to Microservices /cloud native through API Enablement, Containerization, DevOps
- Test applications and infrastructure
- Document and handover to Support teams

## Target Clouds

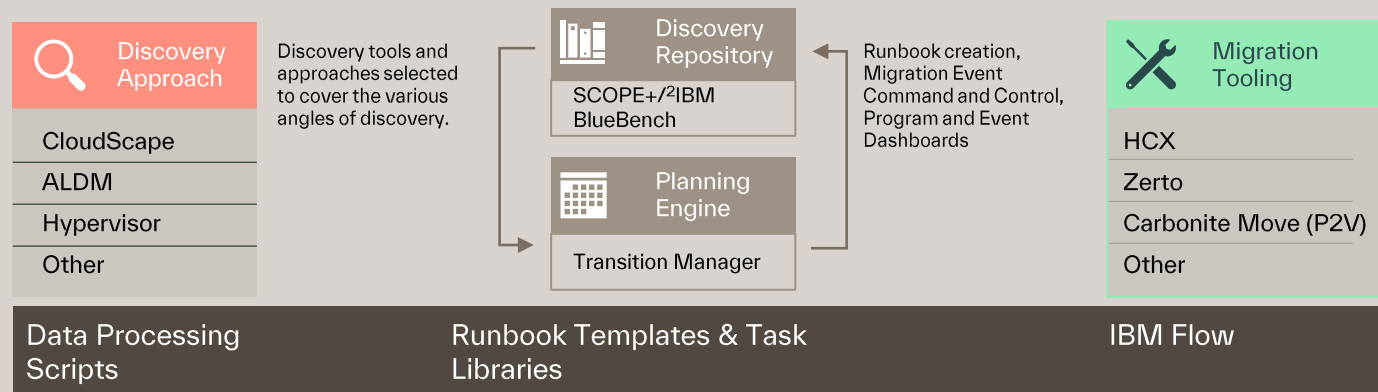


# Automation footprint



## Automation Approach:

- Stay aligned across GBS & GTS Move Toolkit
- Focus automation investments on data repository, planning engines, task libraries and activities which are manual in nature or prone to human error.
- Leverage & integrate (but do not reinvent) the Discovery & Migration execution platforms. The competition is commoditizing this space.



# Client Success Story



## Caixa Bank \$2B

### What we won:

Middleware modernization and transformation on kubernetes

### Who we competed with:

Accenture and Telefonica

### Why we won

- Long term relationship
- Establishing a Joint Innovation Center
- Industry expertise in FSS

### Problem Statement

- Needed business transformation help leveraging Cloud Computing
- Joint innovative solutions and End to End User experience.



## Banco BPM SpA \$277M

**What we won:** Managed complex environment transformation with services on IBM Cloud

**Who we competed with:** Accenture

### Why we won

- Services capability and agility
- Kubernetes expertise

### Problem Statement

- Transform IT to improve cost efficiency and business agility
- Enable digital transformation by leveraging Kubernetes and cloud migration capabilities



## Sabadell \$100M

**What we won:** Kubernetes transformation and Infrastructure as code

**Who we competed with:** None

### Why we won:

- Consultative transformation and outcome based selling

### Problem Statement:

- Needed to modernize and simplify their IT infrastructure (ex: from VM to containers)
- Use of cloud and AI to mine data for customer-oriented innovation

[Read More](#)

# Next steps



## **Explore our Services:**

<https://www.kyndryl.com/us/en/services/cloud>



## **Consult with an Expert:**

<https://www.kyndryl.com/us/en/consult>



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Thank You



# Introduction to zCloud and Kyndryl Mainframe Services

December 2021



# Kyndryl offers a portfolio of Enterprise Strength Cloud Platforms including multiple options for IBM Z

Client Retained Ownership / Remote Managed Services	“zCloud Private” / Dedicated	zCloud (Managed Extended Cloud IaaS for IBM Z)
<b>Characteristics</b> <ul style="list-style-type: none"><li>• M/F environment dedicated to a single Client / enterprise</li><li>• Servers hosted in a Client managed data center</li><li>• Client owns H/W and S/W</li><li>• Kyndryl provides M/F IaaS and other services</li><li>• Kyndryl manages M/F staff</li><li>• Kyndryl coordinates with the Client as M/F services integrator for external providers (such as DevOps, network, resiliency, etc.)</li><li>• Client may or may not desire to move to private or shared cloud</li></ul>	<b>Characteristics</b> <ul style="list-style-type: none"><li>• M/F environment dedicated to a single Client / enterprise</li><li>• Servers hosted in an Kyndryl managed data center</li><li>• Kyndryl owns H/W and S/W</li><li>• Kyndryl provides M/F IaaS and other services</li><li>• Kyndryl manages M/F staff</li><li>• Kyndryl primary integrator of M/F services for external providers and some Client owned services (such as DevOps, network, resiliency, etc.)</li><li>• Client may or may not desire to move to shared cloud</li></ul>	<b>Characteristics</b> <ul style="list-style-type: none"><li>• M/F environment shared for multiple Clients / enterprises</li><li>• Servers hosted in an Kyndryl managed data center</li><li>• Kyndryl owns H/W and S/W</li><li>• Kyndryl provides M/F IaaS and other services</li><li>• Kyndryl manages M/F staff</li><li>• Kyndryl primary integrator of M/F services for external providers and some Client owned services (such as DevOps, network, resiliency, etc.)</li><li>• Client is committed to shared cloud for part or all of their environment</li></ul>

Multiple hosting options are available and standards-based services can be customized to meet Client requirements



We deploy and manage a multi-tiered service delivery model allowing us to balance client needs and economics for hundreds of Mainframe and zCloud clients worldwide

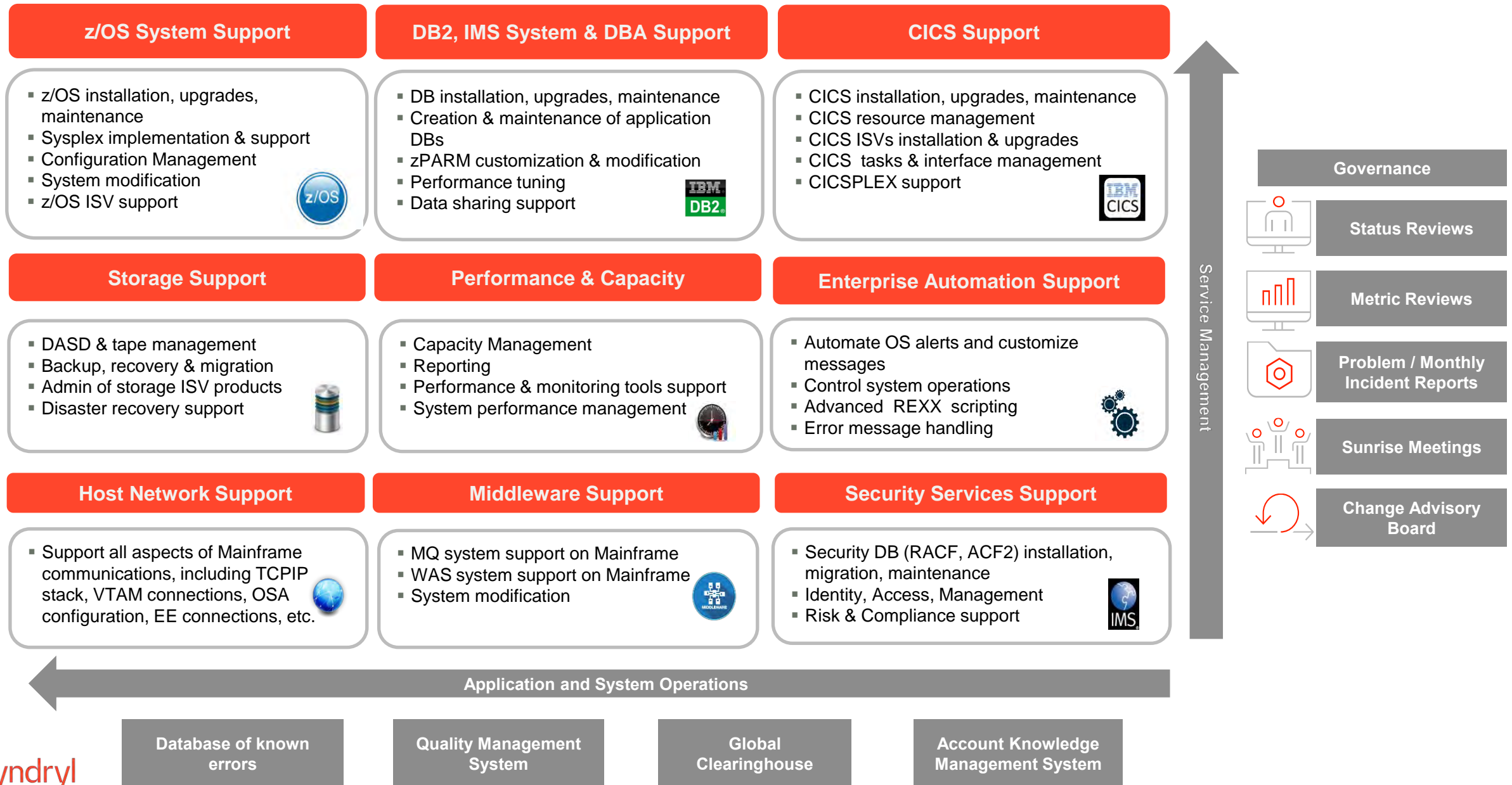
Kyndryl Mainframe Facts

400+ Mainframe Clients
200+ zCloud Clients
>600 Machines
~5.2M MIPS - Globally
~680K MIPS - zCloud
>112 PB Storage
>5,000 LPARs
>28,200 Subsystems Mgd.
>100M batch jobs / day
>8,000 Kyndryl z Experts in 51 countries



Recommended for DTFS:  
Prod: Ashburn, VA  
DR: Raleigh, NC

# Kyndryl's Mainframe Managed Services Breadth of Capabilities across IBM Z and IBM i



# Kyndryl Mainframe Differentiators

## Size, Scale, History, Skills and Experience

- Pioneer of IT Outsourcing
- +30 yrs Experience managing infrastructure
- 8000 MF Practitioners and 400+ customers
- Largest Provider of IT Skills
- Pool of Experienced Talent
- Flexibility to provide skills as needed
- Strong Crit-sit process/teams
- Our clients have access to this entire pool of resources for consulting, taking 2<sup>nd</sup> opinions of architectural designs, finding niche skills or simply faster technical escalations

## IP, Automation and Monitoring scripts

- Strong IP Catalog
- Automation & Monitoring Scripts built from daily problems & solutions
- Lessons Learned communicated globally
- Reduced MTTRs, reduced downtime, Increased availability, Predictive Analytics, Proactive resolution
- Example – Script that checks alternative disk controller paths
- Our clients can benefit from utilizing these automations, without reinventing the wheel

## Unique Partnerships and Alliances

- Exclusive nature of alliances
- Exclusive access to Websphere and DB2 Labs
- Exclusive alliance with Intel for in-memory computing
- VMWare and Oracle ACS Alliance
- University Alliances
- One of 3 vendors with Black Titanium Alliance with Dell/EMC
- Alliances with Microsoft, Amazon and Google
- Mainframe Modernization
- Our clients can leverage all of Kyndryl's alliances for POC exercises, benchmarking performance or advanced consulting

## Continuous Improvement Culture

- Rigorous Learning plans for practitioners to stay current with technology
- Over 18,500 certifications in Azure, AWS and GCP
- Learning paths for Specialists, Architects, SREs, STSMs and DEs
- Continuous Improvement culture is imbibed into our people, processes and scripts
- Practitioners understand our client's business flows to better serve their requirements
- Improved automations, resolution times, scripts and processes for our clients
- Mainframe optimization
- ISV Education

# Kyndryl vs Retained Mainframe Support template

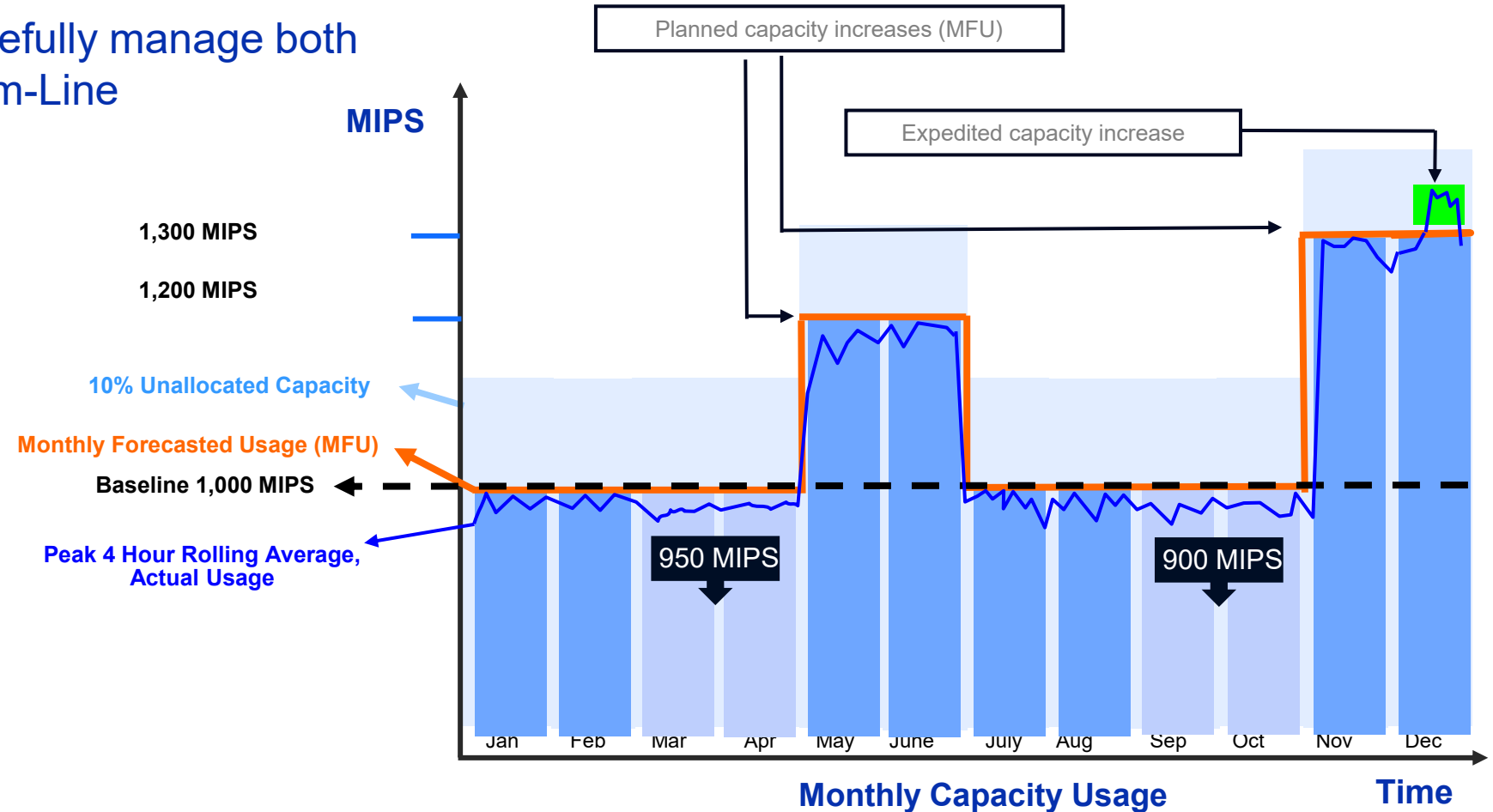


Summary of zCloud Responsibility Assignments		
Mainframe Service	Kyndryl	<Client>
System Operations	Yes	
Batch Job Scheduling	Optional	Yes
Batch Monitoring and Restart	Optional	Yes
Application Library Management	Optional	Yes
OS Support	Yes	
SW Maintenance	Yes	
Performance and Capacity Management	Yes	Assist
CICS, DB2 and MQ	Yes	
Storage Management	Yes	
Network Management	Yes, LAN	Yes, WAN
Disaster Recovery	Optional	Yes
HW Management	Yes	
Incident Management	Yes	
Change Management	Yes	
Problem Management	Yes	
Security Management	Yes	
Asset Management	Yes, IBM SW	Yes, ISV SW
Print Output	Optional	Yes
User ID Administration	Yes, Privileged	Yes, <Client> IDs

# zCloud provides On Demand Capacity Flexibility

Our over-arching goal is to carefully manage both your Top-Line AND your Bottom-Line

- Together we fine-tune your zCloud footprint
  - Baselines
  - Qtr, half- and year-end capacity requirements,
  - Business events, product launches
  - Monthly forecast usage,
- Then we allow you to:
  - ✓ Flex-up, Flex-down
  - ✓ Pay for what you use



# Kyndryl Mainframe as a Service Value Proposition

## IBM manages day-to-day operations

- Free-up valuable resources to focus on your core business
- Maintain or lower cost structures
- Improve service levels
- **Mitigate business risk**

## You no longer have to worry about finding and retaining staff

- People with mainframe expertise are always available
- You don't have to constantly train your staff on the latest technologies
- **Kyndryl can offer to assume your staff**

## IBM Managed Mainframe Services offers

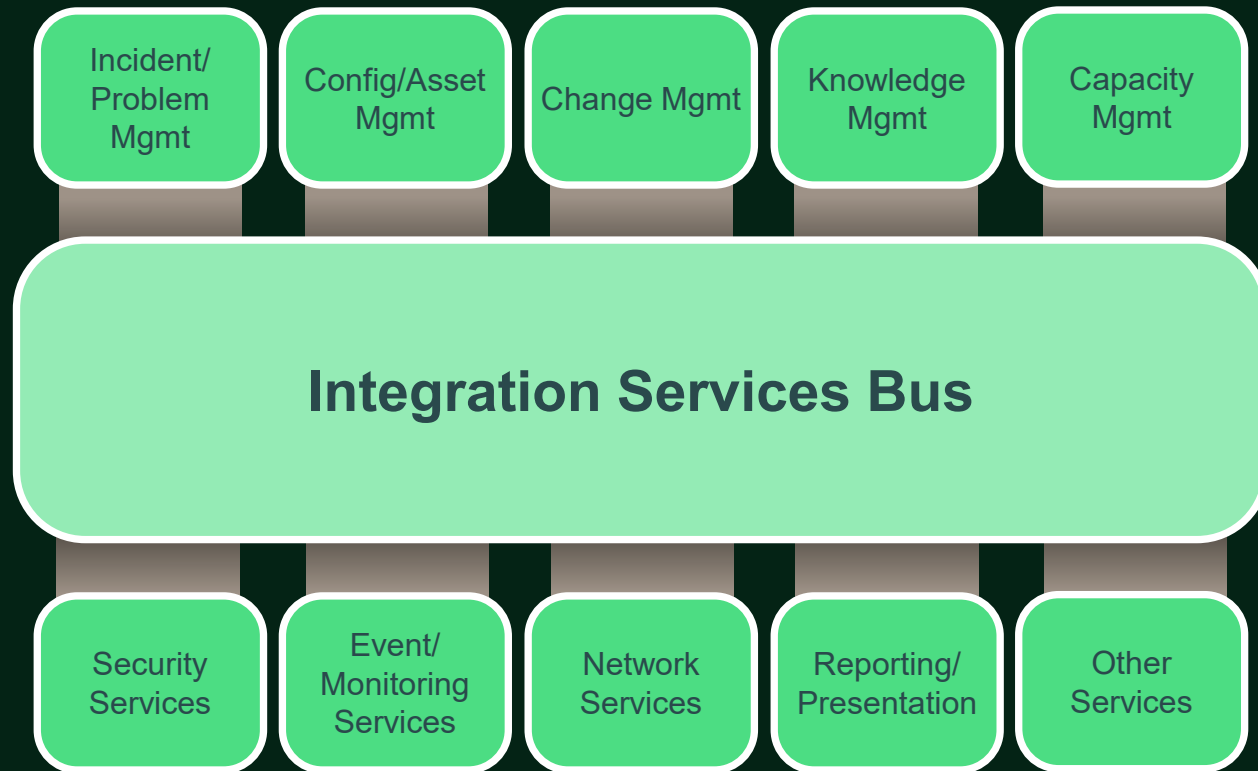
- Superior economies of scale and operational efficiencies
- Specialized expertise
- 24x7x365 support
- Competitive price point

Focus on your business, and let us manage your Mainframe infrastructure





# Delivering best practices in Mainframe service management



- Kyndryl's Global Delivery Architecture provides the integration of the disciplines that govern our delivery approach into an extensible and flexible framework
- Clients can add and change services with minimal impact to existing services
- This integration feeds our capability for deep analytics

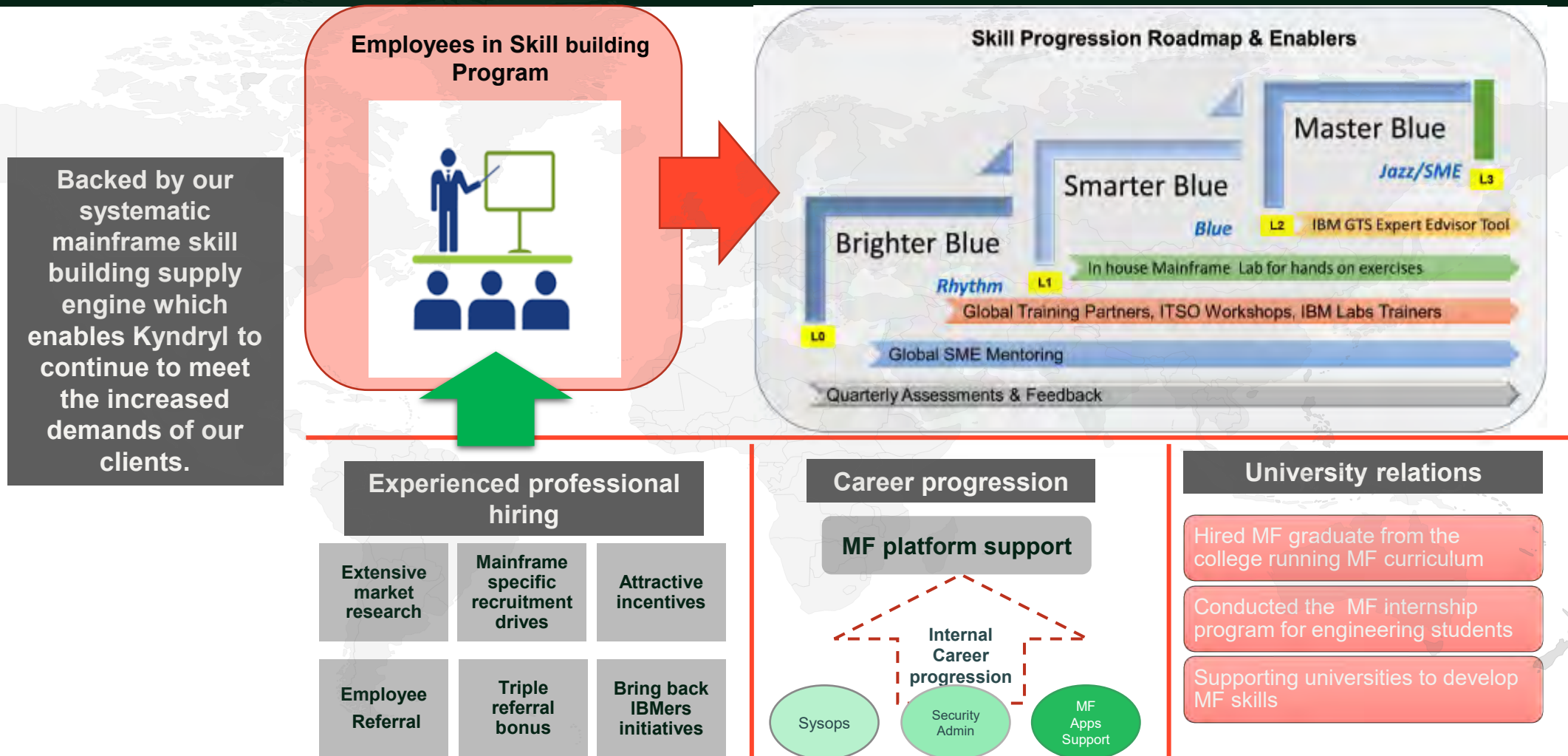
# Providing the right mix of support

*The right people, where and when you need them helps you optimize costs and still meet local security & regulatory requirements*

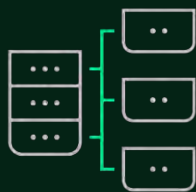




Delivered by Kyndryl's deep talent pool from around the world, all with uniform, best-practice service management processes.



# Delivering the highest levels of security and reliability to support your regulatory and compliance needs.



- **Reliability with high availability**

- Configurable options for high availability with SLAs up to 99.99 percent
- Processes and automation to enable more rapid recovery during unplanned outages
- Monitoring and management of the SLAs ensure operations are in control and deviations are addressed.



- **Professional operations with security process and management**

- Support for leading security management products for mainframes, including Kyndryl RACF, CA Top Secret and ACF2
- End-to-end identity and access management covering all components of the platform
- Establish and maintain environment or industry specific standards
- Data encryption for both tape and disk as well as in-flight data across the network
- z Systems EAL5 technology with isolated LPARs
- Additional subsystem isolation



- **Compliance**

- Well-defined system and security health checks that drive compliance standards
- Easily accessible information to satisfy your compliance needs, based on stringent industry guidelines
- Security and Risk Compliance postures that meet or exceed industry standards including SOC, ISO 27001, ISO 27017, ISO 27018, Cloud Security Alliance, PCI Compliance, HIPAA, CJIS Standards, EU Model Clauses and Privacy Shield

# Partnering with Value-added Software providers





# Multinational Insurance Company

North America

In a rapidly evolving technological landscape, The Company was operating on an aging infrastructure and wanted to modernize its IT platform to remain competitive. With future plans to eliminate dedicated data centers and migrate off the mainframe, the company sought a consumption-based model to help reduce overall operating costs and virtualize its infrastructure one step at a time as it moved to a full cloud platform.

The Company recognized that the zCloud platform provides the flexibility and scalability required to keep pace with shifting technology, supporting a stable, scalable platform to handle changing market needs, and helping the company remain competitive. Additionally, the hybrid zCloud platform is estimated to save The Company approximately 20% on overall operating costs, helping the company mitigate risk. Further, The Company’s existing internal mainframe team is moving to Kyndryl to help continue providing support. Given the scope of The Company’s business footprint and the shift to a hybrid cloud consumption-based model, the move precipitates a large ripple in the insurance and financial industry.

## Reduces

**Operating costs**  
through optimized  
data centers and  
increased process  
automation

## Improved

**Stability**  
helps mitigate risk

## Gains

**Flexibility &  
Scalability**  
and increased  
operational agility to  
better handle usage  
fluctuations





## Wall Street Based Financial Firm

North America

A large wall street financial firm needed to implement a variable model for its mainframe infrastructure and associated IT spending. The company also needed to separate its data centers geographically to meet federal regulatory requirements

The Managed Extended Cloud IaaS for IBM Z solution provides comprehensive managed mainframe support for the organization's key production and development and test environments. The solution is designed for resiliency, with an out-of-region recovery center with synchronized data mirroring and recovery time objectives (RTOs) that exceed requirements

### Offers

**A variable model** that's flexible and effectively adapts to changing business environments

### Provides

**Scalable capacity** for servers to flex up to support short-term needs

### Improves

**Resiliency** with out-of-region disaster recovery that meets regulatory requirements





## Automobile Manufacturer

Europe

Headquartered in Europe, the company operates 3,000 dealerships and nine manufacturing plants in 56 countries and employs 80,000 workers throughout Europe.

The client was looking to reduce high operating costs and fully migrate applications from its existing and aging in-house mainframe system. Key attributes include:

Access to the most current technology for no upfront cost.

Reduction of the company's System z total cost of ownership by 25%

Improved both disaster recovery time and point objectives by over 90%.

### Reduces

**Operating costs by 25%** through optimized data centers and increased process automation

### Skills

to **remotely monitor and manage** the environment

### Improves

**Disaster Recovery** times and point objectives by over 90%



# Why Kyndryl?

- Approximate \$19B revenue business
- Largest global managed services provider
- **30+** years designing, building and managing IT operating environments
- **4,600+** global customers, including: 75% of fortune 100 and >50% of fortune 500 customers
- Transformative **technology services** and **operations** delivering continuous innovation and customer value
- We provide secure, unified and fault-tolerant mainframe services for our customer's core infrastructure. This includes zCloud, the largest IBM Z cloud platform.
- As the largest IBM Z and IBM i services provider, we offer modernization services for customers who need high-volume, always on computing for mission-critical workloads.



We are an **expert** at the intersection of traditional and modern IT, is platform neutral, and has the skills and expertise to help optimize our customers experiences



We **co-create strategies and solutions** with our customers to continuously enhance and improve experiences

We **modernize our customers' IT infrastructure** – including application platform modernization, automation and management – enabling them to digitize and transform and get services to market faster



We help customers **securely access, integrate and manage their diverse data**, unleashing new insights to power new technology -- like Edge, AI, IoT.





<https://www.Kyndryl.com/us-en/marketplace/managed-cloud-environment-for-z-systems>

# Thank you!



# Resulting in Kyndryl's Mainframe Modernization Model

Step 1

Step 2

Step 3

Step 4

Step 5

Expose

Evolve

Optimize

Run

Manage

Improve efficiency and extend reach of assets through an open and connected cloud environment

Have a vibrant and engaged developer community that can rapidly respond to business requests

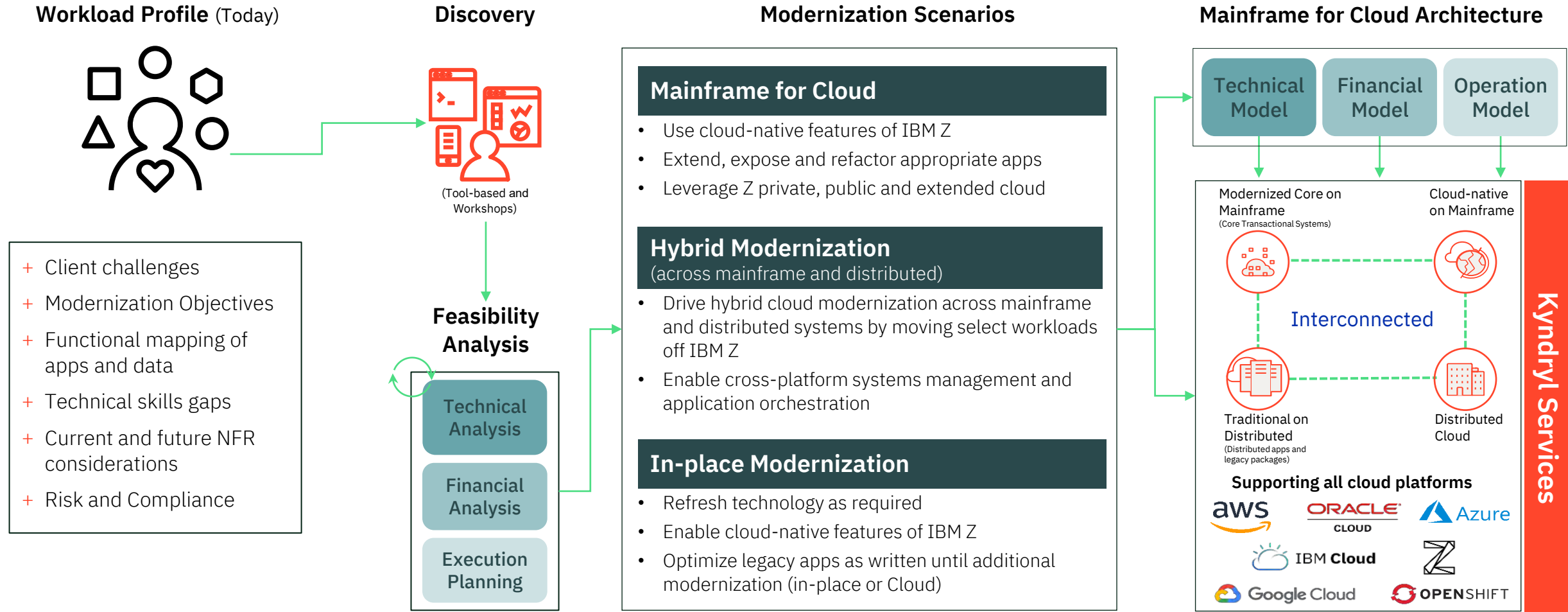
Shift CAPEX to OPEX with flexible pricing models allocating and releases resources based on business demands

Run mission critical workloads and prevent interruption of service while achieving the highest levels of security, agility and confidence

Access the world's best mainframe technology and expertise.



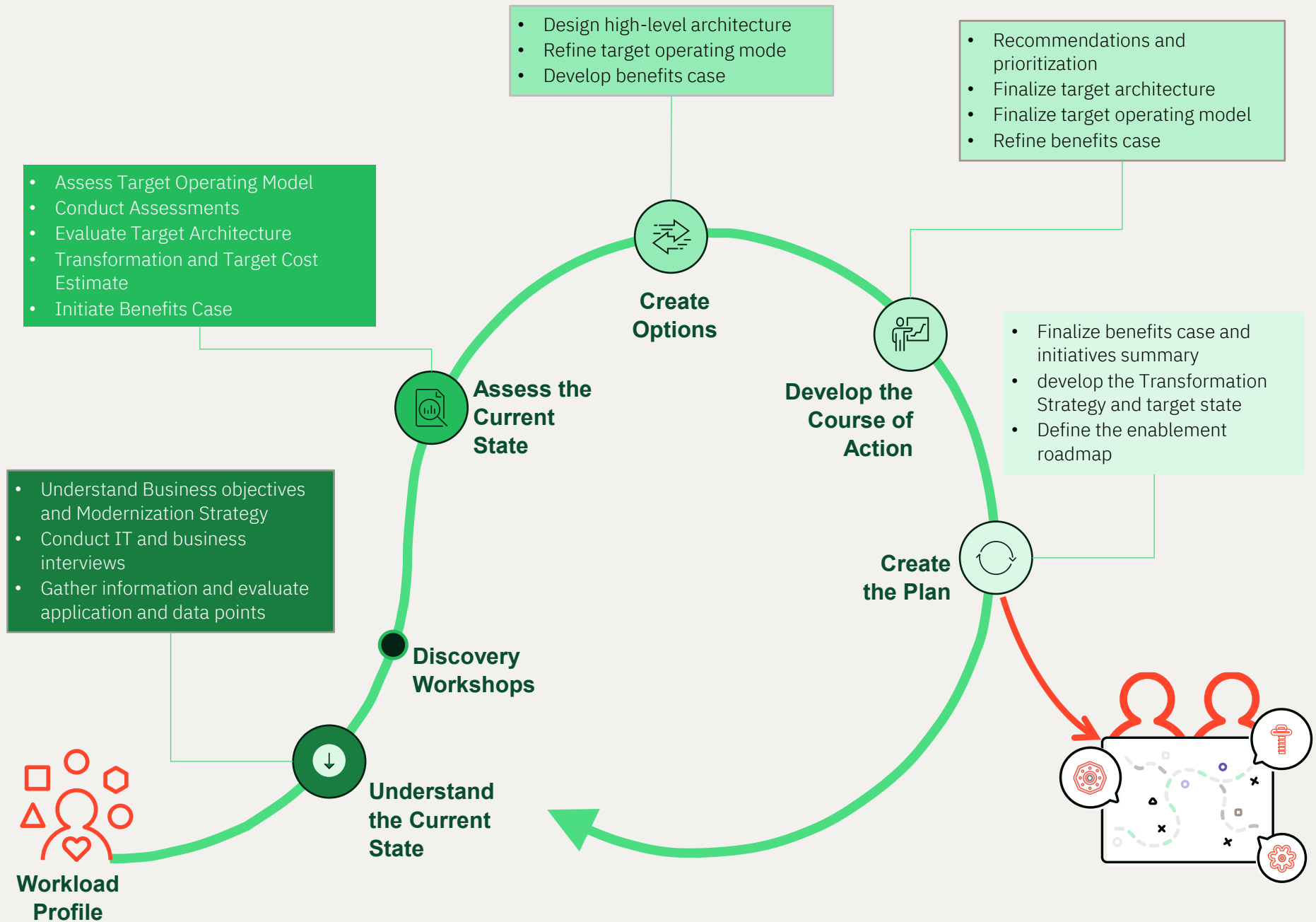
# Focusing on an effective workload placement strategy



Note: Based on Analysis, combination of scenarios may be applicable

# Kyndryl Co-creates your path towards a seamless Mainframe for Cloud Journey

The Mainframe for Cloud Journey is something we do with you — not for you or to you. We combine the right people with useful data, applied technology, and our proven methodology to identify innovative ideas that can scale into new initiatives that deliver you value.



# Next Steps

1. Confirm our understanding of your IT strategy.
2. Confirm our understanding of your current environment.
3. Explore Application Modernization
4. Conduct workshop with some of our Kyndryl mainframe specialists to define the optimal solution to meet your business and IT goals.



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# Remote Managed Services for Mainframes Solution Components (1/4)

## System Operations

System Operations is also known as Console Operations.

This component provides services needed to monitor and control the mainframe systems including console monitoring, first-call support, IPL support, batch control, Tape Ops, print support, and related services.

### Core Services

- Console Monitoring and Operations
- Batch Monitoring
- Batch Scheduling
- Production Control (Library Management)

### Add-on Services

- Tape Operations
- Print Services

## Platform Support

Platform Support provides services to maintain the IBM Z hardware and operating system platforms that host your business applications.

### Core Services

- z/OS Support
- ISV Product Support
- Configuration Management (I/O and HW)

## Storage Support

Storage Management provides day-to-day operational support for data management on mainframe data systems.

This component includes the entire data life-cycle of planning, device and component preparation, solution testing, data placement, backup retention, recall, recovery, and deletion.

Storage management requires focus on compliance obligations, security, capacity planning, performance, and reporting elements.

Storage Support also includes the maintenance and management of DASD, library, and tape media resources; infrastructure; and related storage software. It is integrated with NAS and SAN subsystems, and virtual online and offline solutions.

### Core Services

- DASD Support
- Tape Support

# Remote Managed Services for Mainframes Solution Components (2/4)

## Database Support

Enterprise level Database Systems Programming services primarily apply to DB2 and IMS, but also provide support for IDMS and any other mainframe database programming tasks such as maintaining the database manager software/subsystem and the system databases associated thereof, along with data backup and recovery services, database performance, and so on.

The Logical DBA services handles the associated maintenance tasks for application databases, including the performance, backup, and recovery for business data.

### Core Services

- Physical DBA

### Add-on Services

- Logical DBA

## Data Comm. SW Support

Data Communication provides the services needed to execute ongoing steady state operations of Data Communications Software such as IBM CICS Transaction Server or the IBM IMS Transaction Manager.

Services include maintenance and operations related to transaction subsystems, including its performance and recovery.

### Core Services

- CICS Support
- IMS DC Support

## Automated Op. Support

Automated Operations for Mainframe includes support for system automation products and related environments such as SA/390 and NetView.

Services include administration of automation products and automation rules, enabling automated message monitoring and alerting as within the scope, and automate operational procedures such as startup/shutdown as applicable to the environment and scope.

Automated Operations Support is a Core Service.



# Remote Managed Services for Mainframes Solution Components (3/4)

## Performance & Capacity Management

Performance Management includes services for tracking, measuring, analyzing, and reporting system performance to meet agreed upon service levels. Where needed, IBM might request the customer to make changes to the hardware or software to enable system performance improvement.

The services performed can vary based on the operating system. In the mainframe environment, the services described pertain to the z/OS and z/VM operating systems. In the distributed environment, the services described pertain to the UNIX variants (AIX, Solaris, HP-UX, LINUX, and LINUX on System z), Microsoft Windows, and VMware operating systems.

Performance and Capacity Management is a Core Service.

## Mainframe Comm. Support

Mainframe Communication Support is also known as Host Network Support. The service provides support to the logical networking environment on the mainframe, such as SNA, VTAM, and TCP/IP.

Support also includes maintenance and operations for networking environment and related products such as enterprise extenders, data movers, networking printing, and session management.

Host Network Support is a Core Service.

## Security Support

Security Services for Mainframe includes Logical Security Support, Identity and Access Management, and Audit and Compliance Support.

Logical Security support covers management of an external security manager.

Identity and Access Management provides support in authentication and authorization.

Audit and Compliance is an optional service that provides monitoring for security risks.

### Core Services

- Logical Security
- Identity & Access Management
- Audit & Compliance

### Add-on Services

- Audit and Compliance

# Remote Managed Services for Mainframes Solution Components (4/4)

## Middleware Support

Middleware Support provides support to Middleware products on IBM Z, primarily the IBM WebSphere Application Server and IBM WebSphere MQ.

Services include maintenance and operations of the associated products.

### Add-on Services

- WAS Support
- WMQ Support

## Architecture and Design Support

Architecture and Design support is a premium service that enables systems and services to achieve high reliability, security, availability, performance, scalability, and interoperability. It does so by establishing an optimal design and architecture for the Mainframe infrastructure.

Architecture and Design Support focuses capital investments and research projects in alignment with the desired architecture and system goals.

Architecture and Design Support is a Add On Service.

## Resiliency Services

IBM Resiliency Services provides services based on your requirements that improve the resiliency of your systems and provide a quick and seamless recovery in case of equipment failure and disaster scenarios.

General DR/DRT support is provided by IBM support teams in cases where the client owns the DR process.

Business Continuity and Resiliency Services is an Add On Service.

## Asset / License Management

Software License Management maintains software license, maintenance, and renewal information in an IBM owned, standard repository. It also provides reconciliation between entitlement information and installed software information.

Variances for IBM owned software and software that IBM is financially responsible are tracked by IBM directly. IBM will alert the client to upcoming software renewals.

For software that the customer owns and is financially responsible for, a list of the variances is provided to the customer, who is responsible for resolving those variances. IBM does not enforce customer compliance.

Asset / License Management Services is an Add On Service.

Or, If you know exactly what you want & need, Kyndryl can provide services to assist you with your specific Mainframe Labor or Infrastructure challenges.

I'm fine – but  
interested in other  
Services?

- Network Assessment
- Cloud Strategy
- Garage Workshop
- Cloud Migration
- Security Assessment

I could use some  
specific  
Mainframe help

- Job Augmentation
- SW Upgrade
- ISV Replacement
- Data Migration
- Virtual Tape Conversion
- Health check
- Batch Optimization
- Mainframe Modernization
- Security Enhancements

I have skill issues but  
am not ready to get  
out of my data center

- Subset or Fully Managed  
Mainframe as a Service

I'm getting out of my  
data center and want  
OPEX and Cloud-like  
benefits for my  
Mainframe workloads

- Fully Managed PaaS Services (zCloud)
- Disaster Recovery Service
- Cloud Scaler Synergies

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Accelerate your Journey to Cloud

“Kyndryl Services for Cloud Landing Zone Design / Implementation”

August 2022



# What you are facing ...

## Expectations on the rise

Your customers demand better experiences

They expect service and speed

Your competitors are now cloud-native capable

They are innovating and disrupting faster

Your stakeholders are increasing expectations

They want technology to meet business goals

There are many focus areas that will help you accelerate your business transformation goals:

- Migrate and scale rapidly
- Lower costs and reduce risk
- Enable remote workforce
- Ensure business continuity and Disaster Recovery (DR)
- Modernize applications and increase innovations

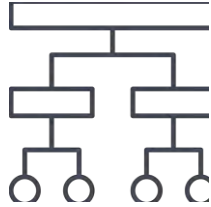
Companies need to find ways to thrive in an era of disruption and speed up their digital transformation



We succeed when our customers succeed

# However, you face challenges in migrating, modernizing and scaling out applications running in the cloud as part of your business transformation journey

**Existing Landing Zones not Optimized to support Cloud Strategy**



Existing investments in cloud technologies, tools and architectures does not support the business case of immediate cloud native modernization

**78 % Lack Skills & Expertise for Cloud**



Limited reskilling and training budgets and fiercely competitive cloud skills market makes it difficult to ramp-up skills to align modernization requirements

**70% find Cloud Migration challenging\***



Cloud Modernization require refactoring and re writing of applications, that has its own project lifecycle and development costs

# To be successful, you need a unifying cloud strategy and architecture.

Articulate a strategy to align hyperscaler, hybrid and multicloud services to your business goals

Drive cloud technology choices

- Define your architecture vision
- Evaluate gaps between “as is” and “to be”
- Define a systematic approach to make workload transformation decisions
- Deliver the right-fit service layers and deployments for your workloads

Design security, reliability, performance, efficiency, cost optimization and operational excellence into your solution

Produce implementable designs with infrastructure as code (IaC)

Structure a compelling business case

Outline a roadmap for transformation

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*“It is a daunting task to move to the cloud as the infrastructure and concept are both gigantic. A formal cloud architecture design helps to reign in the fear that goes with moving to the cloud.”*

Financial services industry CIO



# Common Customer Scenarios

## Migrate

Define the roadmap and successful transformation journey to Cloud.

## Modernize

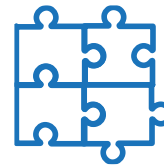
Leverage emerging technologies to modernize legacy applications.

kyndryl



### Challenges

- How do I ensure my ongoing business operation and customer experience during cloud migration/transformation journey?
- How will I address migration methodology for different types of workloads - E.g., rehosting, re-platforming?
- Do I have the skill set internally to transform my legacy platforms and migrate to cloud?
- High operational costs and capacity limitations.



### Solution

- Establish the architectural vision for the customer's cloud model, automated migration solution.
- Assess and categorize workloads for respective target platforms.
- Develop a migration strategy along with the tools.
- Derive a cost efficient operating model.
- Create a baseline for service management processes and operating model.



### How can Kyndryl help?

- Modular, flexible, predictable pay-as-you-go cost model, factory-based delivery model, and mass volume migration.
- Multicloud migration and modernization capability embracing all major cloud providers (IBM Cloud, GCP, AWS, Azure) with expertise and skill in legacy and cloud platform technologies.

- 
- My legacy applications are not meeting the business expectations, reaching their end-of-life, difficult to integrate with modern technologies.
  - How will I address modernization methodology for different types of applications - E.g., re-factor, re-architecting?

- 
- Legacy application workload discovery and assessment.
  - Re-architecture of legacy apps and impact analysis.
  - Modernize applications to Microservices/cloud Native through API enablement, Container, DevOps optimized or portability.

---

Modernization services such as:

- Application Containerization & Modernization.
- Application Language Conversion.
- Application Data Conversion.
- Application Re-Platform.
- DevOps Services.

# Delivering value

## Our cloud capabilities summarized

### Cloud Strategy and Optimization

Align your platforms and services to your business strategy with a unifying hybrid, hyperscaler or multicloud strategy and roadmap.

- Determine fit for purpose target platforms to meet your specific business needs for workload placement and modernization options (7R's)
- Optimize your cloud landscape for performance and capacity
- Outline organization, governance and process alignment transformation
- Define the business case for target cloud platforms according to your values

### Cloud and Landing Zone Design

Design a unifying cloud solution architecture that meets your requirements for your target hybrid, cloud or multicloud estate.

- Define or improve governance of technology use and workload deployment decisions
- Design your landing zone(s) and establish guardrails for your selected hybrid and hyperscaler cloud platforms
- Address automation and software-defined environment gaps and opportunities; deliver infrastructure as code

### Platform and Infrastructure Modernization

Create the blueprint for your platform and infrastructure modernization -- aligned to value chains and transformation goals.

- Rationalize, modernize, and unify technologies to meet digital business need for speed
- Support engineering teams' investment in DevSecOps approaches and modern architectures
- Define common target platform and tools to bring closer collaboration between developers and IT operations

### Modern Operations and Management

Establish a solid foundation for management of cloud platforms via DevSecOps, automation and AIOps initiatives.

- Enhance the way you operate while introducing modern technologies as strategic assets
- Leverage data-driven decision-making, reducing errors and risk.
- Embrace new techniques including automation, AIOps, DevSecOps, and SRE to improve operations and performance

## Enterprise Transformation

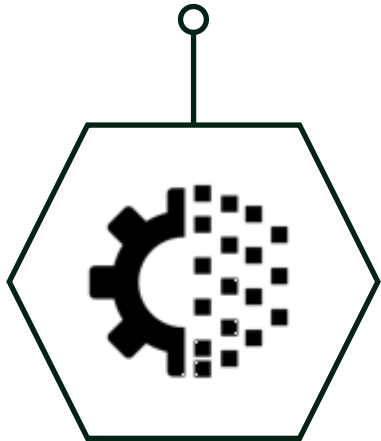
Kyndryl consulting services are designed to be delivered in an integrated engagement to accelerate your cloud transformation. Our cloud consulting services are frequently combined with network and resiliency consulting to drive deeper into those domains and deliver broader operational changes. Similarly, our application and data consulting capabilities can be integrated to fully modernize your portfolio. Architecture engagements are designed for easy integration with Kyndryl implementation services and can be supported by Kyndryl managed services.

## How Kyndryl can help on Cloud Landing Zone Design?

Kyndryl provides end to end services to help you design and implement your Cloud Landing Zone on the cloud of your choice

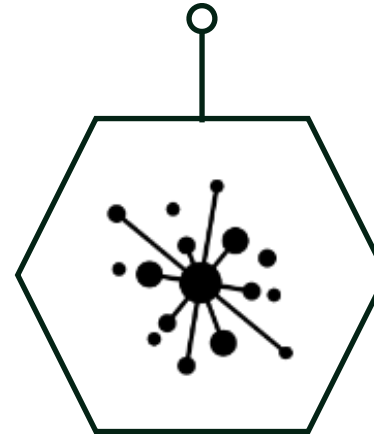
### Discovery and Assess

Discover, Assess the on prem workloads and identify the use cases for Landing Zone Design for those workloads



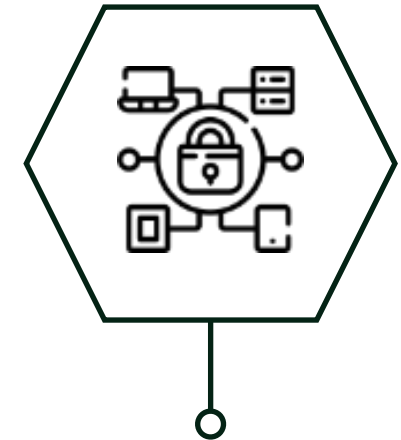
### Migrate and Deploy

Provision and Migrate workloads from on-premise to your Landing Zone leveraging cloud native migration tools



### Design and Implementation

Design and build the Cloud Landing Zone environment based on the identified use cases



### Manage and Govern

Monitor, operate and govern the Landing Zone environment and the workloads running on them through a combination of Kyndryl and cloud native tools

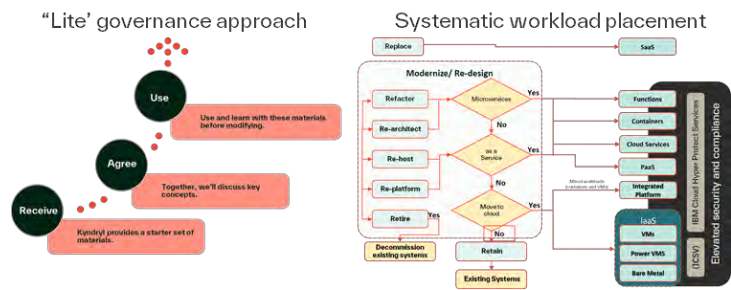
# Capabilities

## Cloud and Landing Zone Design

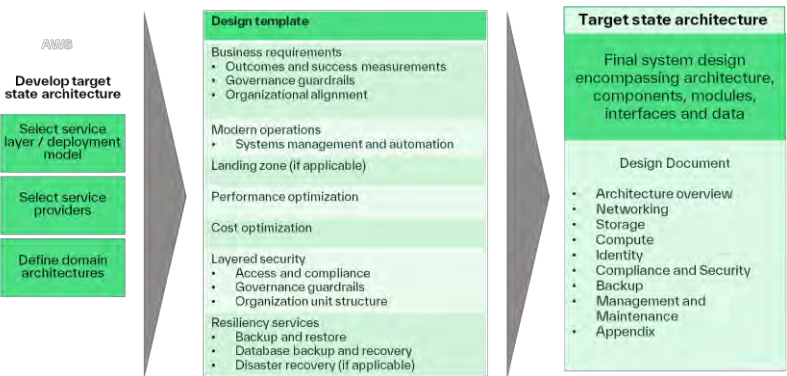
Design a unifying cloud solution architecture that meets your requirements for your target hybrid, cloud or multicloud estate.

- Define the architecture to meet “right fit for right workload” needs
- Embed CAF and WAF requirements and tenets into the solution architecture.
- Develop infrastructure as code (IaC) designs for build-ready implementation.

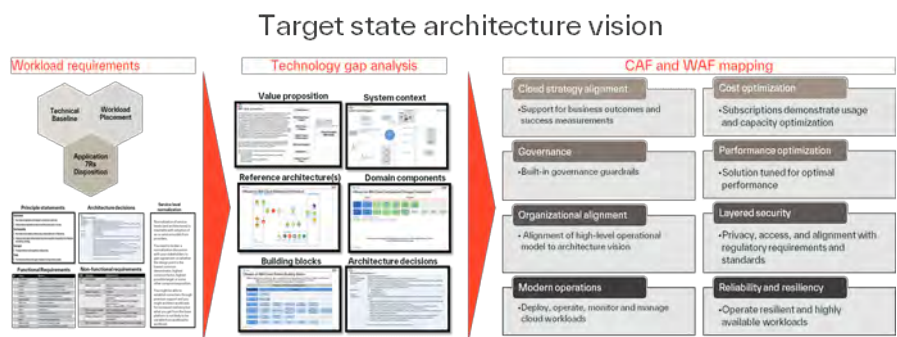
### Establish governance guardrails



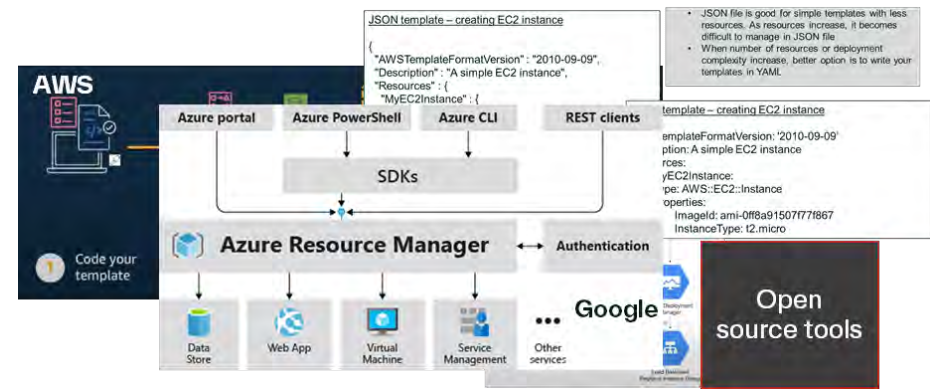
### Create the solution architecture



### Create the architecture baseline



### Develop infrastructure as code (IaC) designs





# Application Migration and Modernization Practice

Client Advocacy/NPS  
~ +82

## How We Help:

Our AD&AI offering portfolio enables clients to accomplish their digital transformation objectives by migrating & modernizing their environments whether on-premises, Hybrid, or cloud domain specific strategies (AWS, Azure, GCP & IBM Cloud).

Leveraging proven best practices frameworks to deliver cross platform, complex data center exits, data center consolidations and server workload migrations to all Cloud or Hybrid Domains.

Kyndryl has a proven approach to help migrate, modernize, and digitally transform your business.

kyndryl

## Cloud Agnostic

*“migrating anything, from anywhere to anywhere”*

*Kyndryl has performed data center exits, relocations and consolidations for some of the world’s largest corporations as well as its own centers*

*With over 225,000 successful global migrations over the last three years, and 65,000 currently being managed for 2022 delivery, Kyndryl has a proven approach to help migrate, modernize, and digitally transform your business.*

## Foundational Methods and Accelerators

**Experience**

Proven best practices of relocating and migrating customers for over 30 years, continually optimizing for the hybrid era

**Service Breadth & Depth**

Agile squads supporting infrastructure & application migrations of all sizes and levels of complexity **from anywhere to anywhere**

**Tools & Automation**

Leveraging **Kyndryl automation ICAP**, and key third-party tools to address requirements while automating processes and technical tasks

**Agility & Quality**

Culture of **continuous improvement** to exploit lessons learned, minimize risks and manage costs



We have ~1,000 dedicated practitioners with expertise across all hyperscaler domains

**Amazon Web Services**

- 200 Certified Cloud Practitioners

**Microsoft Azure – See Next Slide**

- 200 Certified Cloud Practitioners

**GCP – Google Cloud Platform**

- 100 Certified Cloud Practitioners

**IBM Cloud**

- 450 Certified Cloud Practitioners

**Red Hat Cloud/Virtualization**

- 150 Certified Cloud Practitioners

~5,000 additional certifications and accreditations

With proven methodologies, skills and expertise,  
Kyndryl can be the trusted partner for your cloud transformation

## Kyndryl Method for Cloud

A proven framework that accelerates your cloud journey and digital transformation

### Cloud by design

Ability to design hybrid cloud environments with cloud platform-native toolkits or open platforms, or both

40,000+ cloud consultants and certified experts globally across AWS, Azure and IBM competencies and next generation technologies (containers, microservices, serverless, open-source platforms)

### Kyndryl's accelerators, packages and platform ecosystem

Industry-specific modernization platforms (banking, insurance, telco, retail, travel and transportation)

Accelerators, using automation for efficiency and deeper analytical insights, for improved decision-making ability

### Integrated cloud offerings

Pre-integrated offerings across Kyndryl services that cover all of your transformation needs—strategy, migration, modernization and management

### Our own transformation

2700+ contracts across Microsoft Azure, AWS, IBM Cloud® and more

Successfully enabling our own transformation as well as helping clients through their transformations—while embedding automation everywhere



Kyndryl has performed landing zone designs and implementations for some of the world's largest corporations.

## US Health Insurance Provider

- Transform and migrate all **5 corporate-owned data centers to the cloud** in 3 years
- **20,000+ workloads**
- 1,250 VMs migrated
- **500+ critical applications migrated**
- 473 legacy VMs decommissioned
- 600+ devices decommissioned

## Multinational Financial Services

- **Consolidate 100+ data centers down to 6**
- **19,000 workloads**
- 6,000 server decommissions, realizing a 30+% reduction in deployed servers
- **Worked across 21 operating entities** with differing IT strategies and deployment maturity of IT infrastructure

## Global Fintech Leader

- **Data center exit & consolidation to a hybrid model**
- Manage/run operations for all distributed systems/applications
- **13,500 workloads**
- 1PB of SAN to be migrated
- 2PB of NAS to be migrated

## US State Energy Company

- **Data center exit to hybrid on-prem and AWS model**
- Modernization from IaaS to AWS PaaS RDS Services
- Migration of 2,800+ x86 systems to on-prem and AWS
- Migration of 450 AIX LPAR's
- **700 apps migrated**

## US State Dept of Transportation

- **Integrate AWS, Azure, and ServiceNow** for a best-in-class ecosystem for in-office business
- **Updated payment engine through AWS**
- Install self-directed experiences for citizens
- **Tailored online experience** for citizens based on their specific identity and motor vehicle division experience

## Multinational Comms Company

- **Data center exit & consolidation to a hybrid model** 50% private cloud #1, 20% private cloud #2, 20% on-prem, 10% public cloud
- **26,000 workloads**
- 4,500 decommissions



kyndryl

Thank You

# Backup

### Unanticipated spend with little transparency

- Lack of transparency to different departments, project teams, and individuals on consumption and spend
- Using cloud like a fixed datacenter (not shutting down resources, over planning capacity vs bursting, etc.)
- Inappropriate utilization or understanding of managed platform services

### Cloud sprawl or unsanctioned use

- Compliance not enforced
- POC / non-production projects are spun up and live forever
- Development and testing environments are not shut down when not in use
- Lack of a CMDB tracking resource configurations and consumption
- Over provisioned resources vs. use of auto-scaling, reserve instances, or right sized instances

### Risk of stifling innovation with manual governance

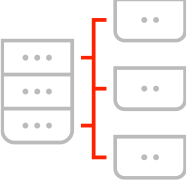

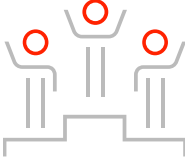

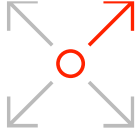

- App teams are ready to demonstrate compliance in an automated fashion, but outdated governance teams are requiring manual review
- Cloud allows for much easier automation, but operations and security teams are not ready to take advantage.

### What are the most significant challenges hindering your ability to operationalize multi-cloud? [Select 3]



Source: <https://www.hashicorp.com/blog/multi-cloud-in-context-comparing-cloud-survey-results>











Kyndryl’s services and offerings help customers overcome challenges impacting overall business.

Customer Challenges						
	Lines of business (LOB) <b>do not have a flexible &amp; agile approach they need</b> and can't accurately <b>predict digital transformation project costs</b> .	<b>Projects are slow and</b> inefficient because business-as-usual (BAU) IT staff <b>lack</b> the right skills.	Current support team <b>does not have bandwidth</b> to support project requirements & timelines.	Digital transformation are hampered by a <b>lack of standards, consistent, globally available discovery, planning and execution methods</b> .	Uncontrolled change management during migrations can impact business due to <b>IT non-availability</b> .	<b>Technical debt and legacy systems</b> are preventing digital transformation.
Solutions	<b>Flexible</b> modular services with predictable / <b>repeatable results</b> with, market competitive pricing.	<b>Experts</b> in planning & executing digital transformation projects for all levels of complexities with Agile Delivery Mindset - <b>Culture of Continuous Improvement</b>	Agile squads specialized in <b>supporting projects and keeping the project schedule</b> on track to meet organizational business benefits.	<b>Consistent &amp; repeatable</b> delivery experience derived from expertise in executing hundreds of projects and developing standard and automated processes.	Detailed planning & runbooks for <b>event executions with controls</b> to ensure no unscheduled outages & business impact.	Enable customers to remediate technology debt & <b>jumpstart their digital transformation plan</b> & grow the business.

# Kyndryl Cloud Advisory Capabilities

Cloud advisory services helps clients to successfully execute their IT transformation journeys. We engage from creating a business case, to create roadmaps, architect and design the target landing zones and help successfully build and migrate workloads. We help Co-create dynamic cloud governance framework which facilitates cloud users to continue to innovate within the secure framework to meet industry specific compliance and regulatory requirements. We also help manage and operate with continued optimizations.

## Cloud and Data Center Architecture & Design

Strategy & Assessment	Foundation	Modernize	Optimize		
<div>Infrastructure Ensembles</div> <div></div> <div>Define fit-for-purpose infrastructure for a range of enterprise workloads. Outline plan to shift on-premise capacity to cloud environments.</div> <div>Major Risk/Incident</div> <div>Understand audit finding or root cause of incident and outline remediation plan.</div>	<div>Workload/Data Placement</div> <div></div> <div>Examine new and/or existing workloads and data for DC or cloud suitability, impact, migration complexity and risk.</div> <div>Business Decision</div> <div></div> <div>Define the total cost of ownership, risk mitigation, return on investment, business value of moving or placing workloads in a DC or cloud.</div>	<div>Architecture</div> <div></div> <div>Determine capabilities and document architectural decisions and requirements. Define the conceptual, logical and operational design.</div> <div>Governance</div> <div></div> <div>Define the governance model and transformation plan to manage the organizational impact of cloud.</div>	<div>Deployment Automation</div> <div></div> <div>Assemble requirements and implement the infrastructure, features, and services through tool-chain.</div> <div>Migration/Consolidation</div> <div></div> <div>Analyze workload dependencies and outline target platform deployment requirements and sequencing of build-out</div>	<div>Application Refactoring</div> <div></div> <div>Iterate designs during remediation and refactoring of applications to operate in the new cloud environment.</div> <div>Optimization</div> <div></div> <div>Tune applications and environments in the cloud. Leverage native cloud capabilities. Optimize datacenter footprint and portfolio.</div>	<div>Continuous Improvement</div> <div></div> <div>Monitor and tuning the cloud environment leveraging automation. Site Reliability Engineering approach toward modernizing operations. Manage changes in demand from the business and ensure environments are configured appropriately to ensure compliance.</div>

# Cloud Foundations – Landing Zone

## Definitions and Benefits

Landing zone is a multi-account structure to empower users to manage their growing workloads in secure, scalable and resilient manner in a hyperscaler environment. The top three hyperscalers (AWS, Azure and GCP) are offering landing zone architecture to manage multi-account structure via SaaS service as well customer to build themselves from the scratch. It is a well configured environment with a standard set of secured cloud infrastructure policies, best practices, guidelines and centrally managed control plane services.

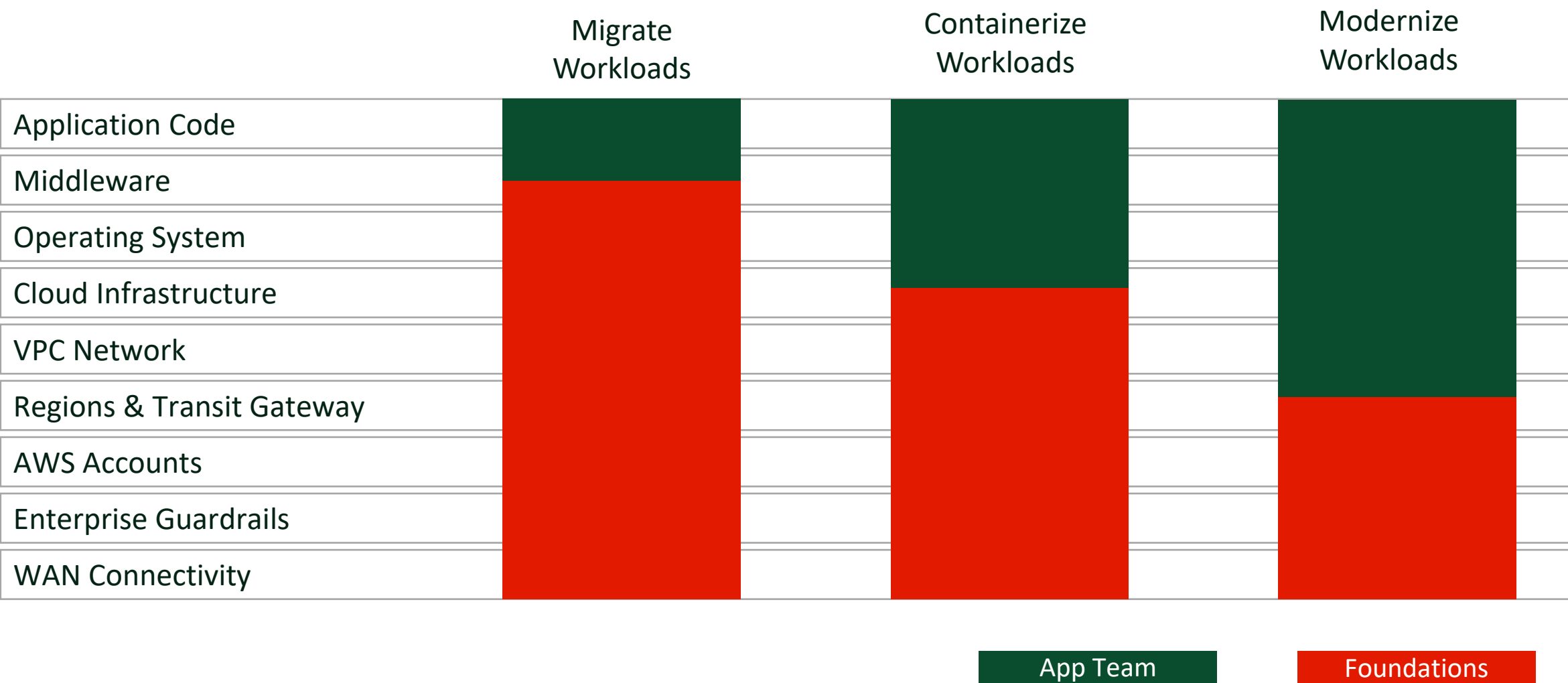
Landing zone is a starting point from which your organization can quickly launch and deploy workloads and applications with confidence in your security and infrastructure environment. Building a landing zone involves technical and business decisions to be made across account structure, networking, security, and access management in accordance with your organization's growth and business goals for the future.

### Key Enterprise Benefits:

- Rapid on-boarding to new workloads
- Faster delivery and more reliable applications integrations
- Simplified Identity management integrations
- Consistent application of security and compliance controls and guardrails across cloud estate
- Centralized and integrated logging and alerting
- Centralized and controlled, ingress, egress and role based access controls



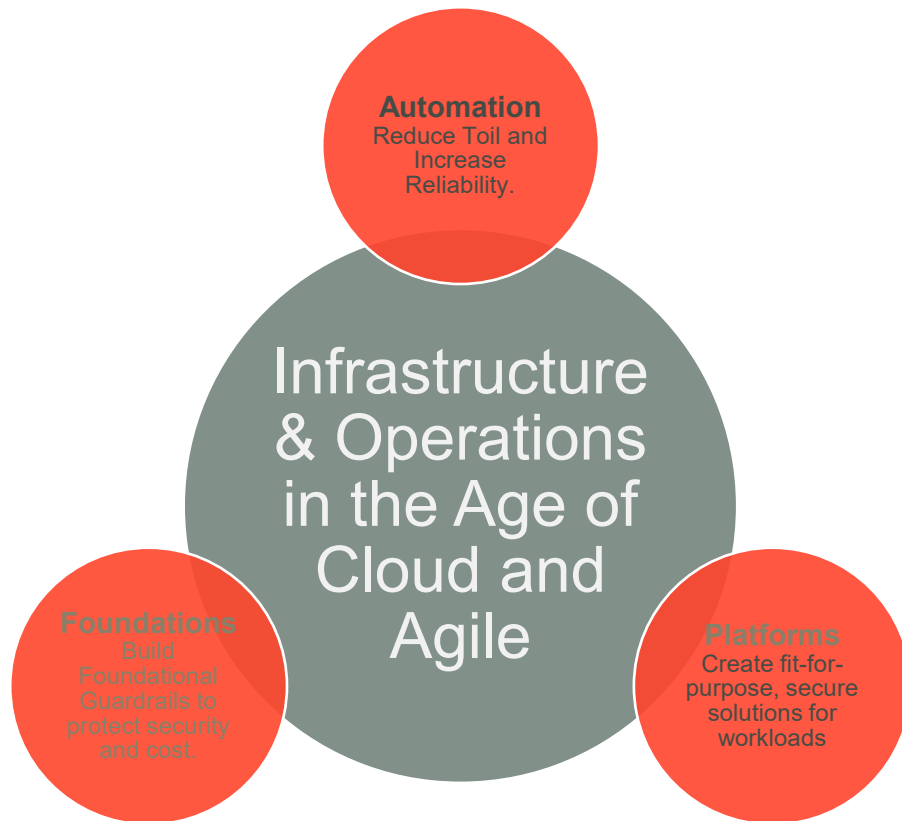
# Cloud foundations – Workloads require different services



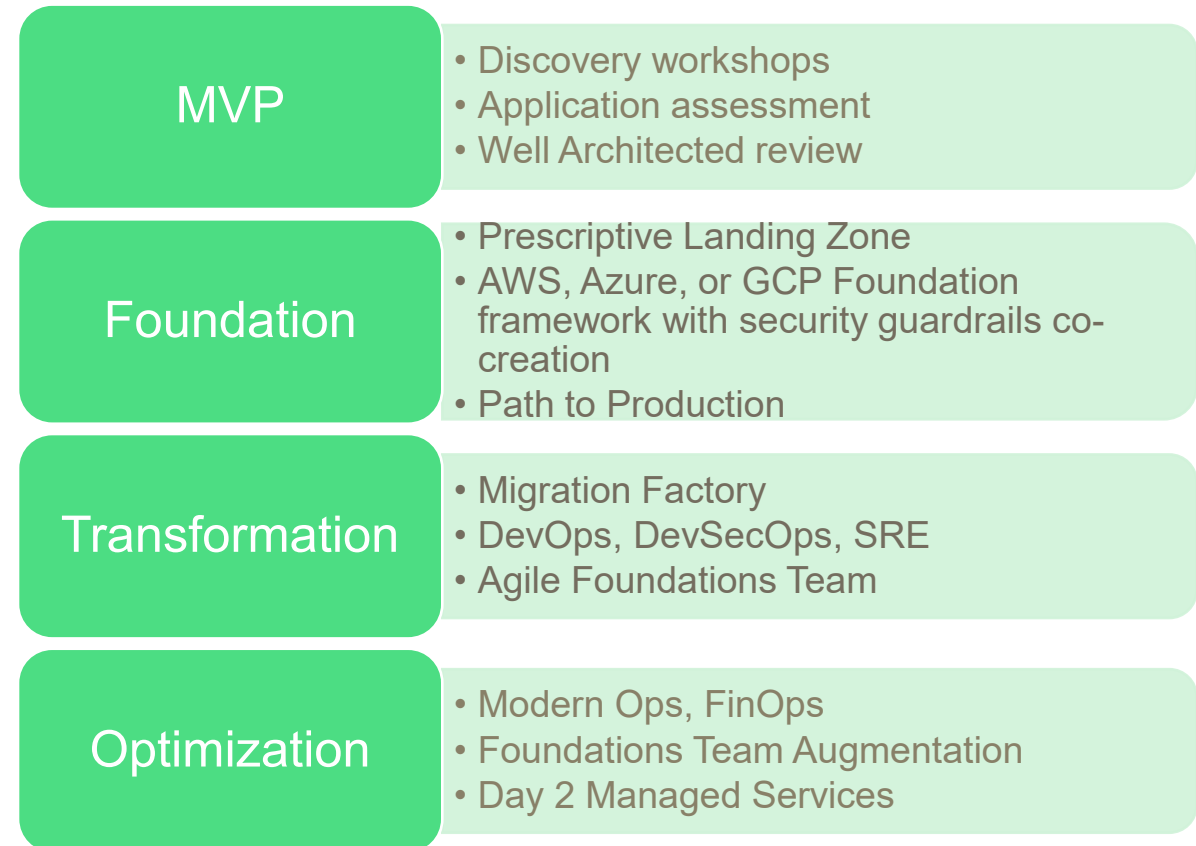
# Cloud Foundations

Kyndryl Cloud Advisory Services helps customers **prepare for and understand** how to transform any aspect of IT.

## The Tools of the New I&O



## Kyndryl Cloud Foundation Services



# Cloud Architecture Methodology: Principles, Decisions and Templates

## Architecture Design Methodology

Agile Co-Development Approach

### KEY ACTIVITIES:

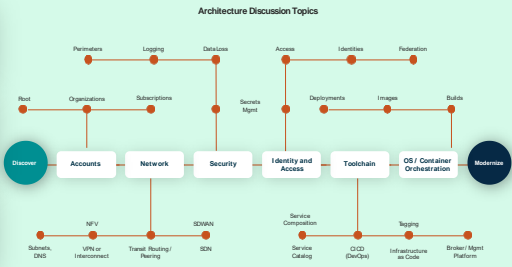
- Co-design workshops
- Co-develop landing zones
- Weekly demos
- Targeted MVP/POC

### KEY PRINCIPLES:

- Capture architectural decisions
- Be prescriptive
- Automate through IAC
- Codify policies and controls

### KEY OUTCOMES:

- Cloud Foundation & Blueprints in Code
- Organization capable of maintaining the design



## Architecture Principles

Program Level, Migrate, Containerize & Modernize Applications

Name	Description
Cloud Service Provider (CSP) placement and affinity	All application components for an application should be deployed to the same CSP to minimize networking charges and latency while reducing complexity of operations (i.e. application teams will focus on one CSP). We will seek to minimize cross-cloud dependencies.
Managed services on cloud	It is preferred to use software that is provided as a service (e.g. PaaS, DBaaS, SaaS) rather than installing software on top of IaaS or running on a container platform.
Standards-based and vendor-supported open-source software is preferred	Portability is an important goal for Delta. Towards this goal, the key architecture principle to consider is to use standards-based technologies where possible. We will in general shift towards vendor-supported open-source technologies. Some services with native interfaces are acceptable in certain Execution Zones.
Multi-Account/Subscription Design	Delta will use a multi-account/subscription design and architecture to segregate its workloads from a security and financial standpoint. This will provide macro and micro level segmentation. The Migrate area will still adhere to this but not to the level of granularity of the other dispositions.
Availability Zones and Regions to be used for improved resiliency, high availability & disaster recovery	Cloud computing resources are housed in highly available data center facilities. To provide additional scalability and reliability, these data center facilities are located in different physical locations. These locations are categorized by Regions and Availability Zones. Availability Zones are distinct locations within a Region that are engineered to be isolated from failures in other Availability Zones. Delta will make use of AZs and Regions to ensure applications achieve their SLAs set for their application tier.

## Architecture Decisions

Program Level for Developers and Architects

ID	AD-0001		
Architecture Decision	Cloud Service Provider (CSP)		
Decision Owner	Delta Executives (Documented by Brittany Doncaster)		
Key Stakeholders	App Mod & Foundations		
Status	Proposed		
Decision needed by	December 15, 2020		
Subject Area	Landing Zone		
Topic	Cloud Providers		
Issue or Problem Statement	A formal decision on what vendor(s) will be the cloud service provider for Delta going forward.		
Assumptions	Delta strategic decision is to move all the workloads from on prem to cloud		
Alternatives	Alternative Names	Description	Reasons not chosen
	Amazon AWS	Amazon Web Services is a subsidiary of Amazon providing on-demand cloud computing platforms	
	Microsoft Azure	Microsoft Azure, commonly referred to as Azure, is a cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centers.	Not currently using Azure platform in foreseeable future.
	Google Cloud Platform	Google Cloud Platform, offered by Google, is a suite of cloud computing services that runs on the same infrastructure that Google uses internally for its end-user products	While this platform is valid choice for many organizations, Delta has decided to partner with Amazon AWS for cloud computing platform
Decision	The decision is the scope of the Zulu application migration work will be hosted in Amazon AWS.		
Justification	Delta went through a procurement process and resulted in choosing AWS for the preferred Cloud Service Provider for Delta.		
Implications	Choosing a primary cloud service provider could give Delta a preferred standard for cloud applications going forward. However, choosing more than one and carefully architecting the solutions might give Delta some flexibility moving forward.		
Related Decisions	AD-0003		

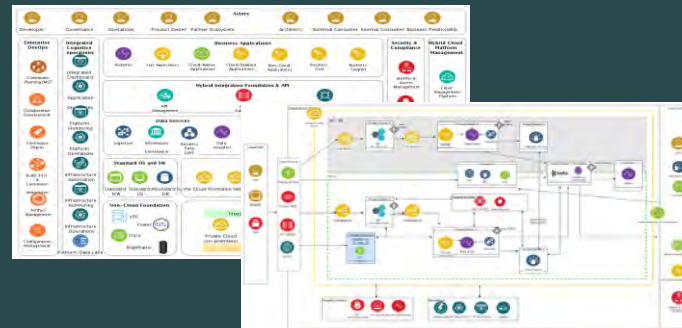
## Patterns Catalog & Templates

Source, Target, & Transformation Patterns

Id	Target Pattern	Integrative Category	Source Category	Integrative Category	Target Id	Pattern	Use When / Decision Data	Notes & Considerations
1	CSF-01-001	Database	Oracle	ERP	Amazon RDS (Oracle)	Amazon RDS for Oracle is a fully managed relational database that makes it easy to set up, operate, and scale Oracle databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for Oracle is available in all AWS regions and supports Oracle 11g, 12c, and 19c. Amazon RDS for Oracle is a fully managed service that makes it easy to set up, operate, and scale Oracle databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for Oracle is available in all AWS regions and supports Oracle 11g, 12c, and 19c.	1) Migrate Oracle to Amazon RDS for Oracle. 2) Consider Oracle to Amazon RDS for Oracle migration. 3) Amazon RDS for Oracle is a fully managed service that makes it easy to set up, operate, and scale Oracle databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for Oracle is available in all AWS regions and supports Oracle 11g, 12c, and 19c.	1) Cost for Oracle. 2) Oracle is available for the new service from the subscription to target pattern. 3) Oracle is available for the new service from the subscription to target pattern. 4) Oracle is available for the new service from the subscription to target pattern. 5) Oracle is available for the new service from the subscription to target pattern. 6) Oracle is available for the new service from the subscription to target pattern. 7) Oracle is available for the new service from the subscription to target pattern. 8) Oracle is available for the new service from the subscription to target pattern. 9) Oracle is available for the new service from the subscription to target pattern. 10) Oracle is available for the new service from the subscription to target pattern.
2	CSF-01-002	Database	Oracle	ERP	Amazon RDS (MySQL)	Amazon RDS for MySQL is a fully managed relational database that makes it easy to set up, operate, and scale MySQL databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for MySQL is available in all AWS regions and supports MySQL 5.6, 5.7, and 8.0. Amazon RDS for MySQL is a fully managed service that makes it easy to set up, operate, and scale MySQL databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for MySQL is available in all AWS regions and supports MySQL 5.6, 5.7, and 8.0.	1) Migrate MySQL to Amazon RDS for MySQL. 2) Consider MySQL to Amazon RDS for MySQL migration. 3) Amazon RDS for MySQL is a fully managed service that makes it easy to set up, operate, and scale MySQL databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for MySQL is available in all AWS regions and supports MySQL 5.6, 5.7, and 8.0.	1) Cost for MySQL. 2) MySQL is available for the new service from the subscription to target pattern. 3) MySQL is available for the new service from the subscription to target pattern. 4) MySQL is available for the new service from the subscription to target pattern. 5) MySQL is available for the new service from the subscription to target pattern. 6) MySQL is available for the new service from the subscription to target pattern. 7) MySQL is available for the new service from the subscription to target pattern. 8) MySQL is available for the new service from the subscription to target pattern. 9) MySQL is available for the new service from the subscription to target pattern. 10) MySQL is available for the new service from the subscription to target pattern.
3	CSF-01-003	Database	Oracle	ERP	Amazon RDS (SQL Server)	Amazon RDS for SQL Server is a fully managed relational database that makes it easy to set up, operate, and scale SQL Server databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for SQL Server is available in all AWS regions and supports SQL Server 2008 R2, 2012, 2014, 2016, and 2017. Amazon RDS for SQL Server is a fully managed service that makes it easy to set up, operate, and scale SQL Server databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for SQL Server is available in all AWS regions and supports SQL Server 2008 R2, 2012, 2014, 2016, and 2017.	1) Migrate SQL Server to Amazon RDS for SQL Server. 2) Consider SQL Server to Amazon RDS for SQL Server migration. 3) Amazon RDS for SQL Server is a fully managed service that makes it easy to set up, operate, and scale SQL Server databases in the cloud. The service includes everything you need to get started, including database software, hardware, and management, so you can focus on your application. Amazon RDS for SQL Server is available in all AWS regions and supports SQL Server 2008 R2, 2012, 2014, 2016, and 2017.	1) Cost for SQL Server. 2) SQL Server is available for the new service from the subscription to target pattern. 3) SQL Server is available for the new service from the subscription to target pattern. 4) SQL Server is available for the new service from the subscription to target pattern. 5) SQL Server is available for the new service from the subscription to target pattern. 6) SQL Server is available for the new service from the subscription to target pattern. 7) SQL Server is available for the new service from the subscription to target pattern. 8) SQL Server is available for the new service from the subscription to target pattern. 9) SQL Server is available for the new service from the subscription to target pattern. 10) SQL Server is available for the new service from the subscription to target pattern.
37	CSF-01-007	API	API	API	Private Amazon API Gateway	Amazon API Gateway is a fully managed service that makes it easy to set up, operate, and scale API endpoints in the cloud. The service includes everything you need to get started, including API endpoints, hardware, and management, so you can focus on your application. Amazon API Gateway is available in all AWS regions and supports API endpoints. Amazon API Gateway is a fully managed service that makes it easy to set up, operate, and scale API endpoints in the cloud. The service includes everything you need to get started, including API endpoints, hardware, and management, so you can focus on your application. Amazon API Gateway is available in all AWS regions and supports API endpoints.	1) Migrate API to Amazon API Gateway. 2) Consider API to Amazon API Gateway migration. 3) Amazon API Gateway is a fully managed service that makes it easy to set up, operate, and scale API endpoints in the cloud. The service includes everything you need to get started, including API endpoints, hardware, and management, so you can focus on your application. Amazon API Gateway is available in all AWS regions and supports API endpoints.	1) Cost for API Gateway. 2) API Gateway is available for the new service from the subscription to target pattern. 3) API Gateway is available for the new service from the subscription to target pattern. 4) API Gateway is available for the new service from the subscription to target pattern. 5) API Gateway is available for the new service from the subscription to target pattern. 6) API Gateway is available for the new service from the subscription to target pattern. 7) API Gateway is available for the new service from the subscription to target pattern. 8) API Gateway is available for the new service from the subscription to target pattern. 9) API Gateway is available for the new service from the subscription to target pattern. 10) API Gateway is available for the new service from the subscription to target pattern.

## Reference Architectures

Enterprise Level & Application Level Platforms



## Backlog Acceleration

Initiate Team, Backlog and Manage Velocity



## Assets & Accelerators

Models, Code Templates, and Toolchains



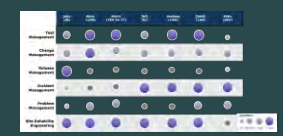
Automation Framework



Integrated Op Model



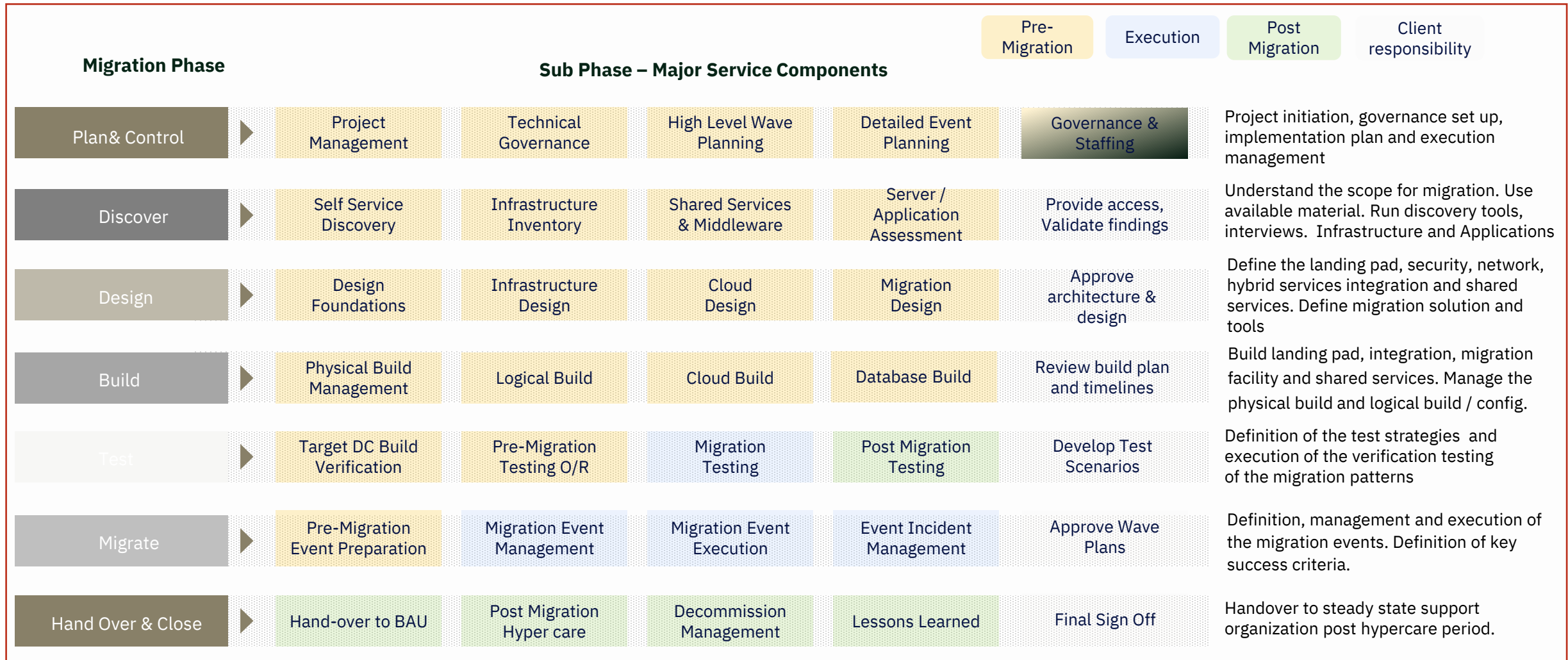
Migration Enablers



Maturity Models

# Kyndryl - Data Center and Cloud Migration Program Framework

A proven best practices Framework to deliver cross platform, complex data center exits, data center consolidations and server workload migrations to all Cloud Domains. The Framework has matured over a period of 30+ years and has been modernized for the Cloud Era and to ensure it is stringent enough to meet complex Hybrid Migration solutions, yet, flexible enough for Client requirements. The objective, to mitigate business risk. **“Do No Harm”**

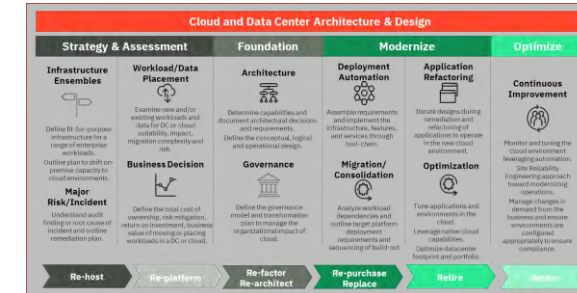


# Application Modernization - Application 7Rs Assessment

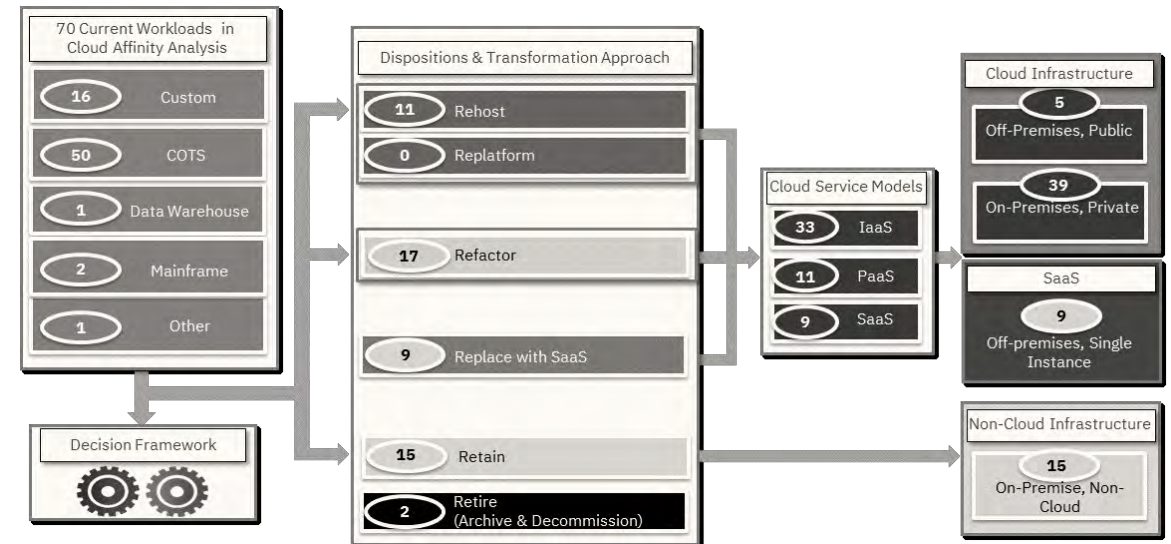
*We can help you choose the right approach or disposition for your applications and business based on the application characteristics and the proposed business value to be achieved*

## Application modernization potential dispositions (7Rs)

Rehost	Move applications without changes. In large-scale, legacy migrations, organizations are looking to move quickly to meet business objectives. (Lift and Shift)
Re-platform	Move an application to the cloud and introduce some level of optimization to take advantage of cloud capabilities. You will not change the core architecture of the application. (Lift, Tinker and shift)
Refactor	Reconfigure and refresh the infrastructure, DB, and middleware without a code change. May also include rewriting of one or more components of an application, to take advantage of native cloud services without altering functionality.
Re-Architect	Re-architect and develop an application using cloud-native features to modernize, improve agility, performance, and scalability.
Replace	Change to a different product, typically by moving from a traditional application to a software as a service (SaaS) product and migrate data from your on-premises application to the new product.
Retain	Keep applications in their current environment. These applications are critical for the business but require major re-architecting before they can be migrated, or are legacy applications which have no business justification for migrating.
Retire	Decommission or remove applications that are no longer needed in your source environment.

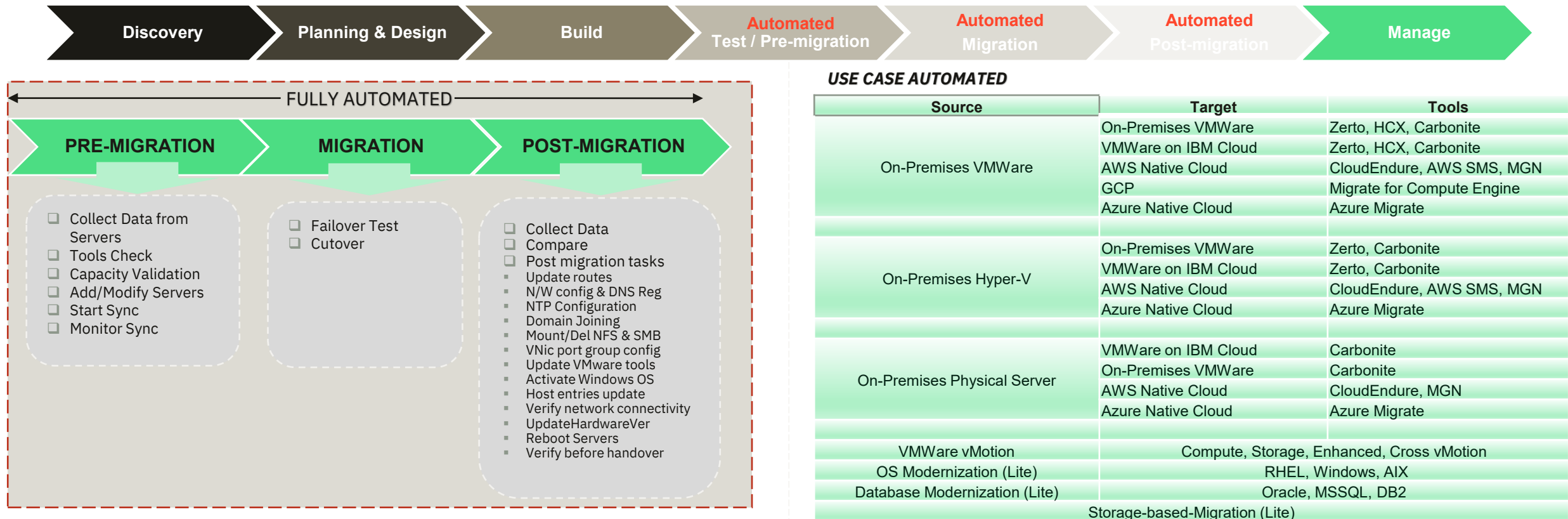


## Example Application Disposition Analysis





‘Low Touch’ to ‘zero touch’ automation of manual and repeatable tasks in the EXECUTION phase (Pre-Migration, Migration, Post-Migration), enabling faster migrations



## Traditional Approach

- Multiple Manual Tasks
- Multiple Screens/interfaces
- Multiple Manual Handovers between phases
- Multiple specialists/personas/engineers
- Limited capability to Scale
- High Human Error probability
- NO Traceability



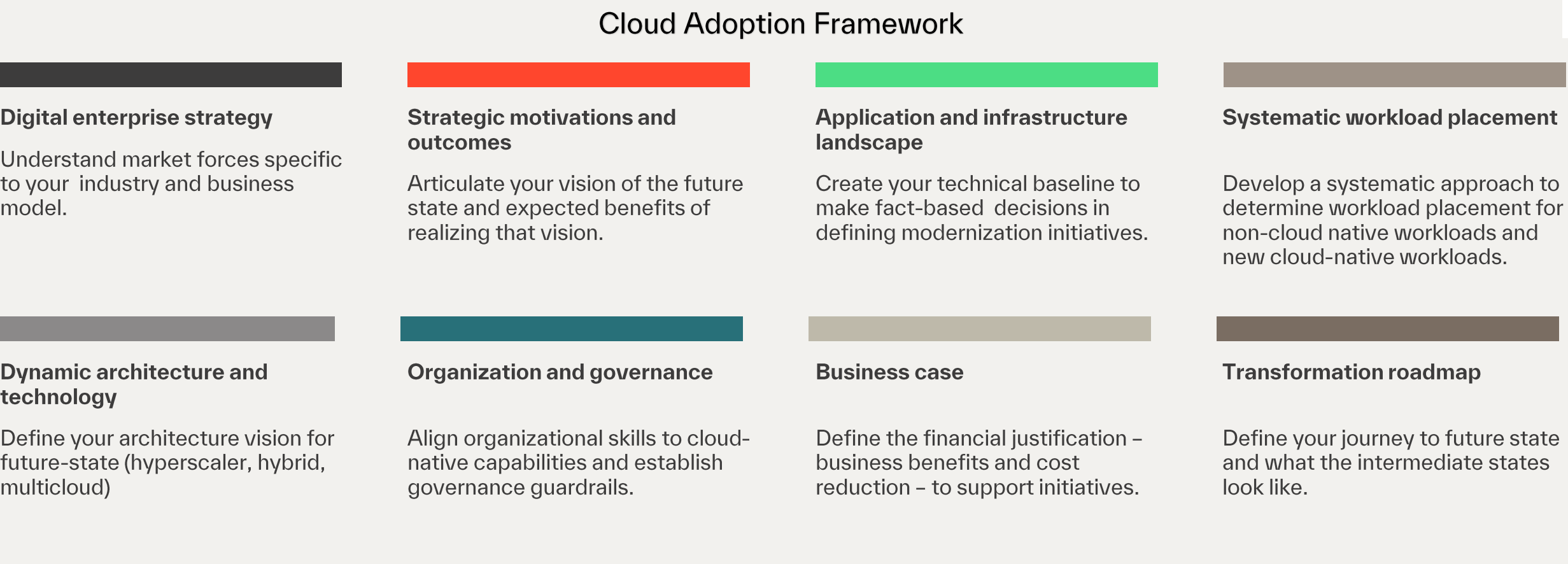
## Kyndryl Advantage

- NEAR ZERO manual tasks
- SINGLE screen/interface
- NO MANUAL HANDOVERS leveraging REST API integrations
- ONE PERSONA no skill challenge
- SEAMLESS SCALE high-volume capability with built in "manage-ready" checks
- NEAR ZERO human errors
- TRACEABILITY all activities are logged for effective audit
- REDUCED RISK impact to users greatly reduced
- CONSISTENT DATA COLLECTION across workloads migration



# Delivering value

Our approach aligns Kyndryl enterprise experience with industry-recognized cloud adoption frameworks to drive value for new and existing application workloads.



## Delivering value

Our cloud designs are founded on well-architected framework tenets.

### Well-Architected Framework

#### Strategic technology planning

Formalize a strategy and roadmap to accelerate cloud adoption, maximize the value of your investment, and deliver business and technical outcomes sooner.

#### Technology architecture

Develop a blueprint for you to operate workloads that are reliable, secure, efficient and cost-effective while avoiding anti-patterns.

#### Integrated system design

Optimize your solution performance with a system design encompassing architecture, components, modules, interfaces and data.

#### Modern operations

Drive operational excellence by enabling hybrid, multicloud management through automation, data driven intelligent operations, and modern service management practices.

#### Cloud resiliency

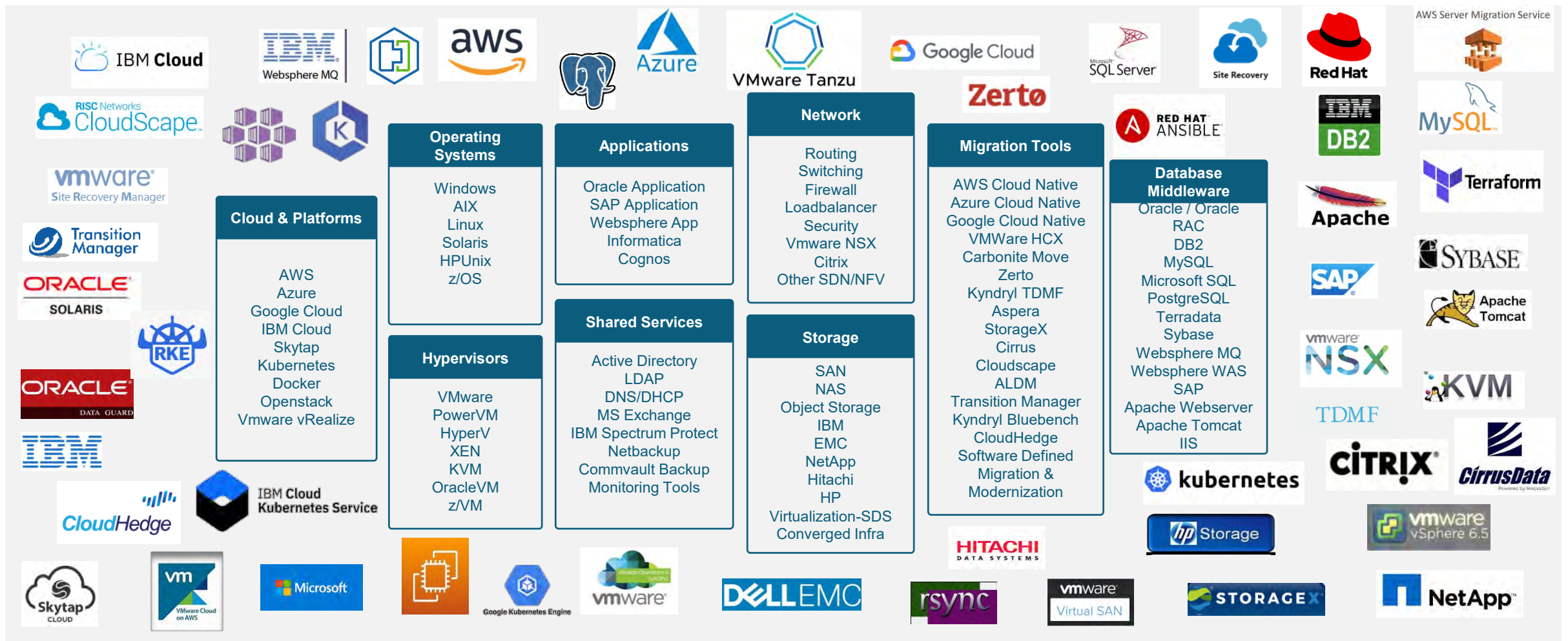
Protect critical workloads with guidance on implementing IT resilience strategies, achieving reliability goals through automation and analytics to proactively avoid disruptions.

#### Layered security

Employ a layered security approach to protect information and systems and improve controls to ensure proper operation of the cloud environment.

We have practitioners with expertise in a wide variety of areas, technologies, tools and domains

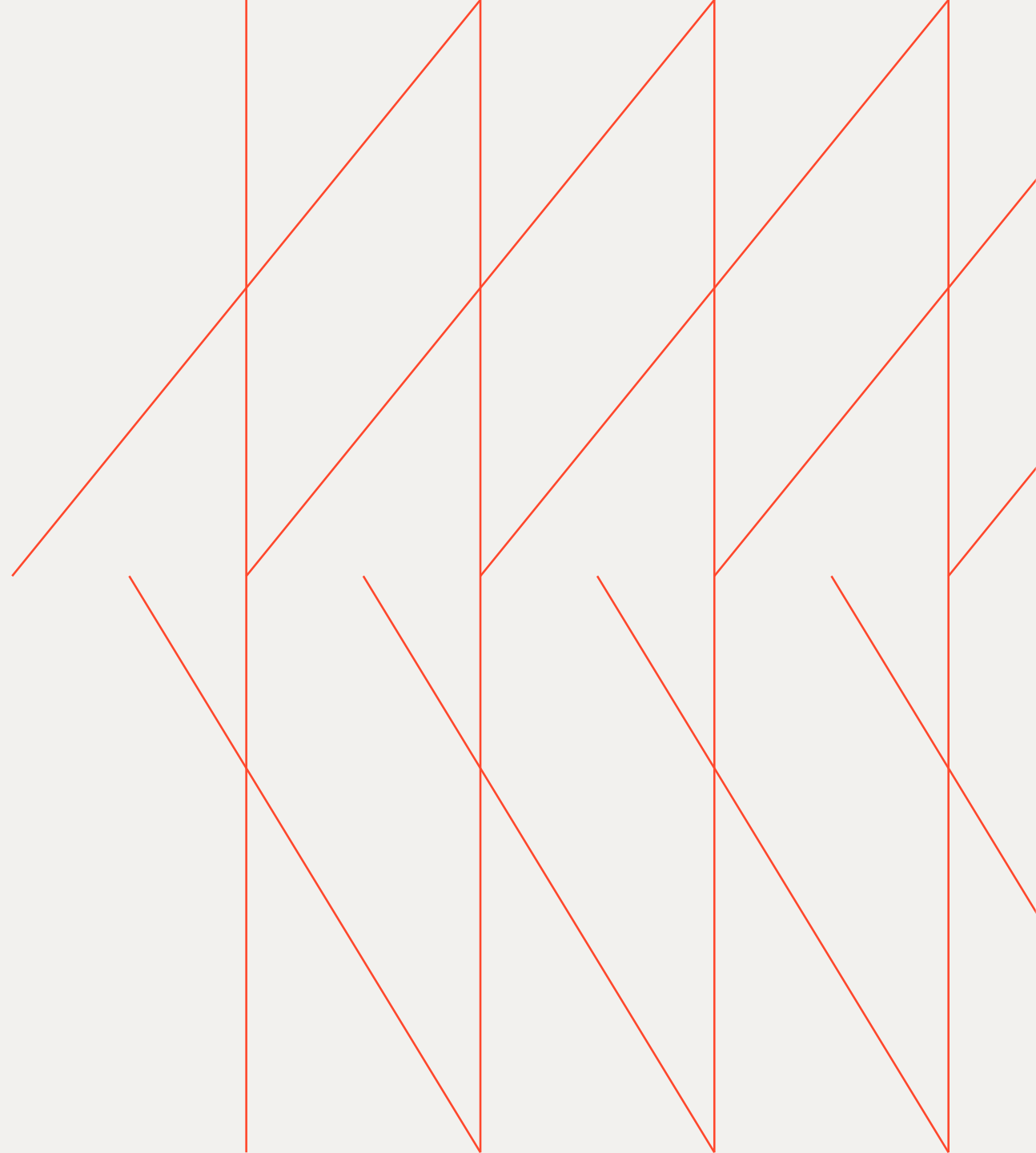
*~1,000 dedicated migration practitioners with expertise in a wide variety of areas, technologies, tools and domains*





# Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms

Cloud-based application hosting  
that speaks your language



# Does your business face these challenges?

- Your IT infrastructures are aging, inflexible or unable to scale. This issue means you're not using the best new technologies to support your business and users.
- You don't have enough IT staff, or those you do have lack critical, specialized skills.
- You can't comply with company standards or local regulations.
- You're not being provided with a local representative or support isn't being offered in your local language and time.
- Security issues aren't being resolved proactively, leading to unplanned outages and lengthy recoveries.
- You're working with a limited budget and need to ensure you're receiving the best value.
- You need more architectural flexibility than typical cloud solutions can offer.
- Local residency requirements or network latency issues require you to run your hosting environment within your own country.

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How will you keep up with today's evolving applications?

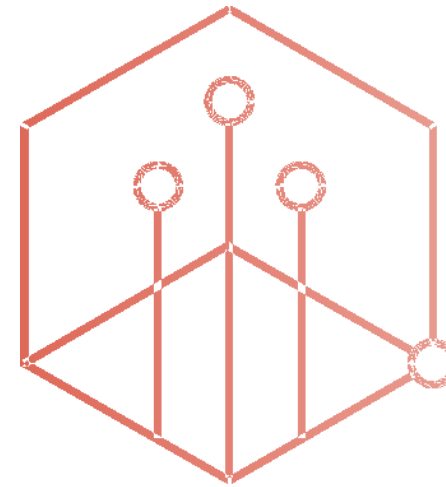
Get help from a hybrid cloud-based solution.

# Today's organizations are facing difficult—and potentially expensive—application challenges

What will you do about the following?

- New applications
- Increasing user mobility
- Increasingly complex management
- Operational costs
- Need for additional infrastructure
- Levels of service and availability
- Local residency requirements
- Access to specialized, detailed expertise

There's a solution



Application hosting in the cloud offers a managed, secure, flexible and cost efficient way to meet your application challenges today, and in the future. .



# The reason more organizations are choosing hybrid cloud application hosting is because it:

- 01 Improves your control and visibility over pricing
- 02 Limits downtime with less service-level interruptions
- 03 Comes fully loaded with security-rich features
- 04 Allows for easier development of applications
- 05 Is deployed through one of many flexible options
- 06 Allows migration of workloads to other cloud services



# A local IaaS solution with the flexibility to meet your requirements

Kick-start your journey to the cloud by transitioning your x86 and IBM Power™ workloads to a managed and scalable IaaS hosted locally.

Flexible enough to meet the requirements of your business applications, Kyndryl Multi-tenant IaaS/ PaaS for Distributed Platforms can be delivered as a security-rich multi-tenant infrastructure with available resiliency services.

Additionally, you'll leverage Kyndryl IT services to assist with ongoing management.

Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms can support a wide variety of customers, from smaller companies to large enterprises.

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## Why Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms and not the rest?

- It's locally hosted to help ensure residency requirements are met.
- You'll be able to work with a local point of contact.
- Support will be provided in the local language.
- It has service-level agreements (SLAs) that meet your business' needs.
- Its architecture is standard yet customizable.
- You'll get access to specialized support resources.
- It follows stringent Kyndryl security protocols to better protect data.

Application hosting that offers a managed, security-rich, flexible and cost-efficient way to meet your application challenges today, and in the future.

# Here's how shifting to a Multi-tenant IaaS/PaaS for Distributed Platforms solution can benefit your business

Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms provides the robust benefits of an enterprise's journey to cloud in one neat package. Your fully managed deployment is backed by excellent support, with ongoing management, local and global support, and additional available features.

With managed support from Kyndryl and dependable service, you'll remove—in advance—much of the strain from your business' hybrid cloud adoption.



Infrastructure grows as your business does



Reduced total cost of ownership (TCO)



Around-the-clock support



Improved backup and failover



Reduced capital expenditure (CAPEX)



Increased agility



Reprioritized internal resources



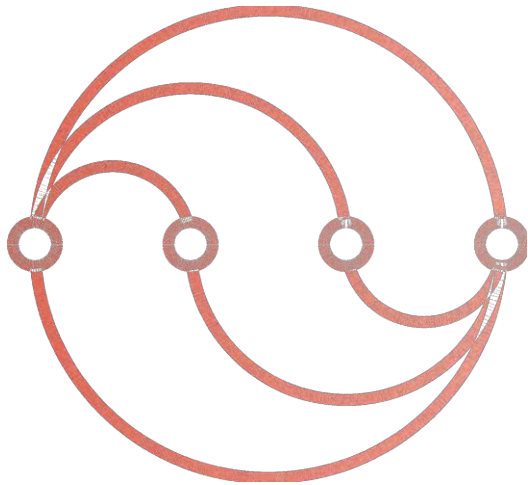
A focus on core competency



Reduced dependency on in-house skills

# There's comfort in hardware, but there is more value in an IaaS solution.

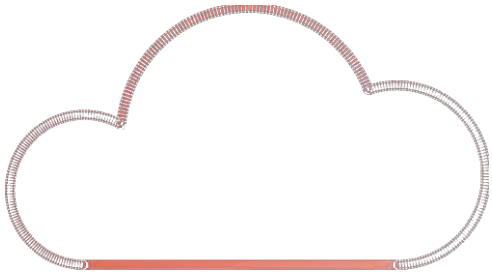
Your current x86 and Power hardware are surrounded by additional costs, while Multi-tenant IaaS/PaaS for Distributed Platforms fee structures are flexible, scalable and more easily managed.



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With Multi-tenant IaaS/PaaS for Distributed Platforms you can avoid the added costs of:

- Hiring more, and often ineffective, IT personnel
- Scaling to account for overcapacity and spikes
- Leasing or buying more data center space for hardware
- Responding to disasters that could have been avoided



## Instead of performing all these steps:

- 01 Build your own data center
- 02 Acquire your own inflexible hardware
- 03 Find, hire and maintain highly skilled people 24x7
- 04 Implement tools and processes

## You'll get all these benefits

- Built for purpose Kyndryl data center
- Hardware delivered in an Operating Expense (OPEX) model
- Kyndryl resources that are highly skilled in x86 and Power delivery
- Consistent, industry-leading security and flexible delivery models
- Consolidated service for your organization's mission-critical applications
- Automation and 24x7 monitoring to meet your required Service Levels

# Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms Managed Services

## Business enablers

Multi-tenant IaaS/PaaS for Distributed Platforms managed services delivers seven potentially transformative benefits for business, including:

- Cost flexibility
  - Shifts from a CAPEX to an operating expense (OPEX) model
- Business scalability
  - Allocates and releases resources based business demands
  - Gains from scale economics
- Market adaptability
  - Speeds time to market
  - Supports cloud models and innovation
- Masked complexity
  - Simplifies IT organization
  - Serves as the x86 and Power service broker
- Improved performance
  - Follows Kyndryl best practices
  - Implements the latest Kyndryl technologies
- Security-rich and compliant
  - Follows stringent Kyndryl security protocols
- Local or global service and support
  - Local Kyndryl representation and a support staff that speaks your language
  - Leverages even more resources and expertise



# Let's compare your existing x86 or POWER environment to a fully-managed Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms environment

You'll see the benefits are clear.

Downfalls of your existing x86 or Power environment:

- Capitalized, dedicated hardware not being fully used
- Hard to find skilled resources with x86 and Power experience
- Loss of skilled resources through retirements and attrition
- Resource requirements for your vCPUs, RAM storage may fluctuate or decrease with time

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## Benefits of an environment fully managed by Multi-tenant IaaS/PaaS for Distributed Platforms:

- Pay only for what's used
- Helps achieve a higher level of asset utilization
- Support for current Windows, Linux and AIX operating systems and, possibly, for older versions
- Environments customized to meet specific needs, such as single sign-on access
- Workloads expand and contract as needed
- Security-rich operating environments
- Capacity of vCPUs, RAM and storage can be upgraded

# Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms is specifically designed to provide local hosting benefits

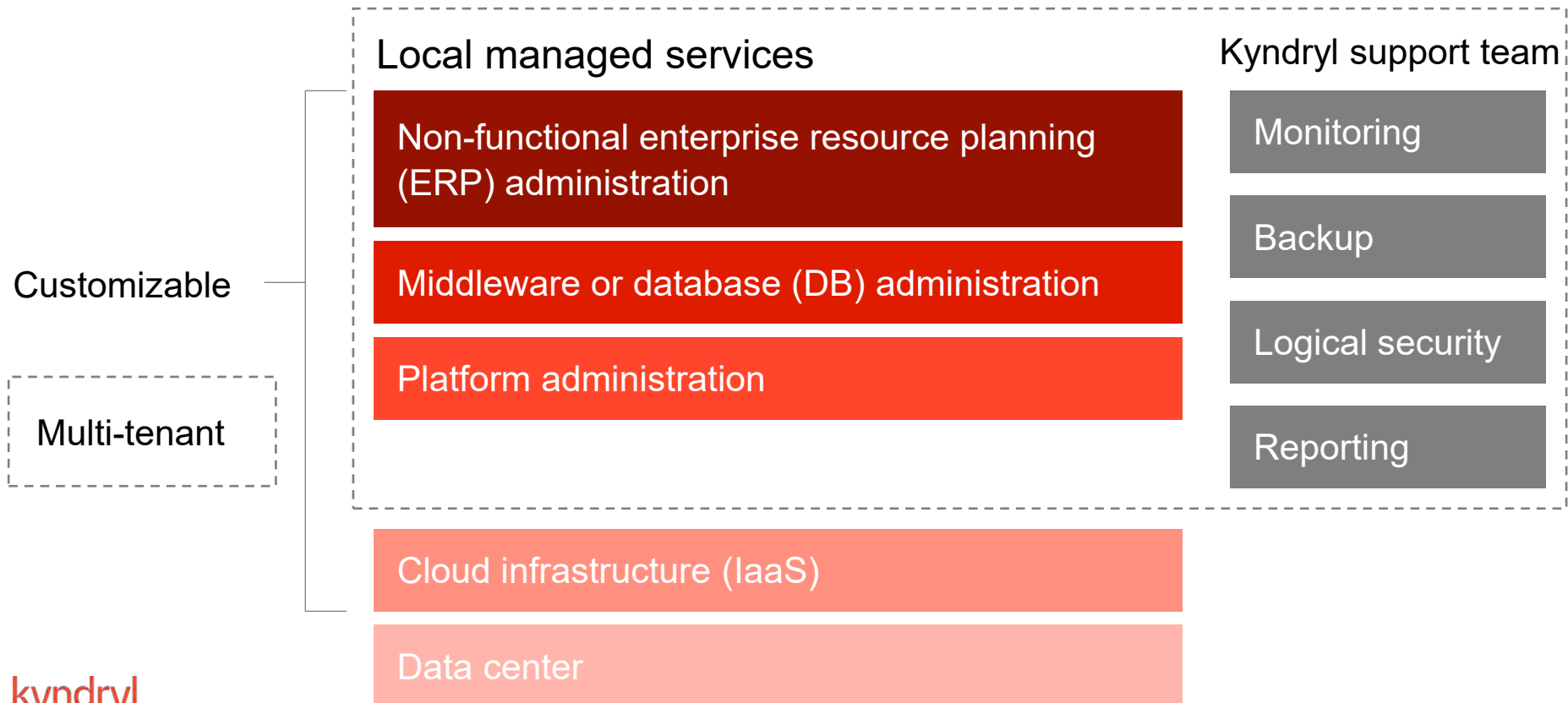
Single point of contact, 24x7



Organization



Local Kyndryl project manager



Kyndryl provides a complete managed service for x86 and Power solutions that include the following services and phases, leading to complete transition.

## Phase 1: Transition

Kyndryl migrates your current environment to the Multi-tenant IaaS/PaaS for Distributed Platforms environment.

## Phase 2: Daily operations

### **Multi-tenant IaaS/PaaS for Distributed Platforms infrastructure:**

Compute, storage, network, backup and software stacks.

### **Operations and management:**

Kyndryl support services, account management, security, high-availability support and more.

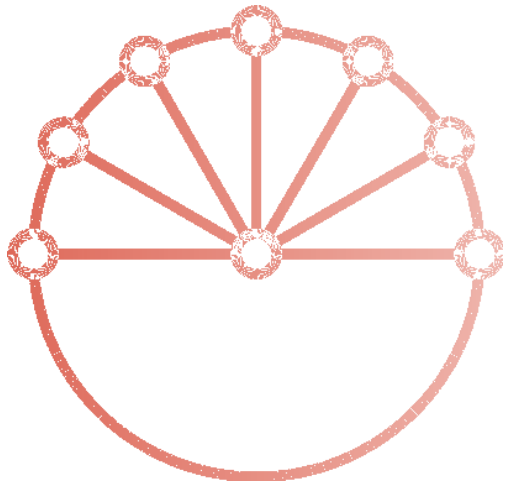
### **Independent software vendor (ISV) software:**

Client owned or provided by Kyndryl and licensed to run in multi-tenant x86 or Power environments.

### **Network services:**

Client to Multi-tenant IaaS/PaaS for Distributed Platforms infrastructure and managing network.

# Kyndryl Cloud managed services for Multi-tenant IaaS/PaaS for Distributed Platforms



## Managed services base support

### Hypervisor administration

- Includes incident, problem, requests for service and change management support

### Server operations

- Online monitoring, recovery, restart and root cause analysis

### Automated operations support

- Maintains the automated environment, using the Kyndryl standard toolset, to provide monitoring for hardware, system messages and system jobs

### System security

- Performs system activities according to the security policy documentation
- Includes security health checks, security advisory, and integrity and patch management

### Performance capacity reporting

- Provide standard capacity reports

Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms supports a wide range of operating systems, collaboration tools, databases, ERP and other technologies to provide a robust platform as a service (PaaS) solution

## Multi-tenant IaaS/PaaS for Distributed Platforms



### Operating systems:

- Windows
- Linux (RHEL, SLES)
- AIX



### Hypervisors:

- VMware
- Red Hat Virtualization
- IBM Power VM® solution



### Enterprise resource planning:

- SAP
- Oracle



### Email:

- Microsoft Exchange
- Notes® software and others



### Virtualization:

- Virtual machine (VM)
- Logical partition (LPAR)



### Databases:

- IBM Db2® databases
- Oracle
- MS SQL Server and others

# Kyndryl base infrastructure services

## IT Services

Business / Application Management

Middleware management

Promotion control

Batch scheduling and management

High availability management

Operating system monitoring

Operating system management

Storage management

Backup management

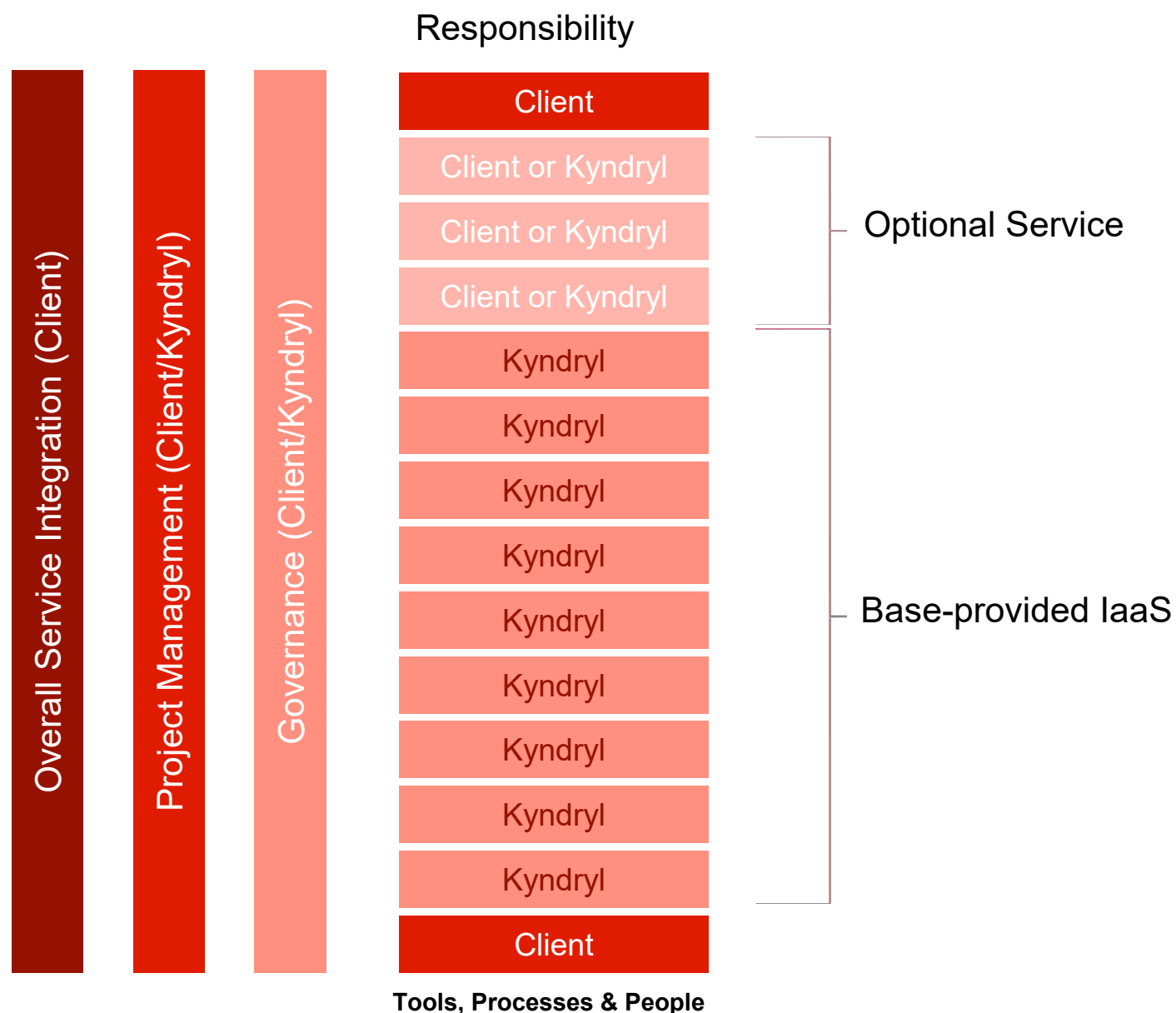
Virtualization

Physical server or storage or backup

Hands and eyes support

Data center and data center networking

Wide area network (WAN)





# Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms is available to your business in multiple geographies across the globe.

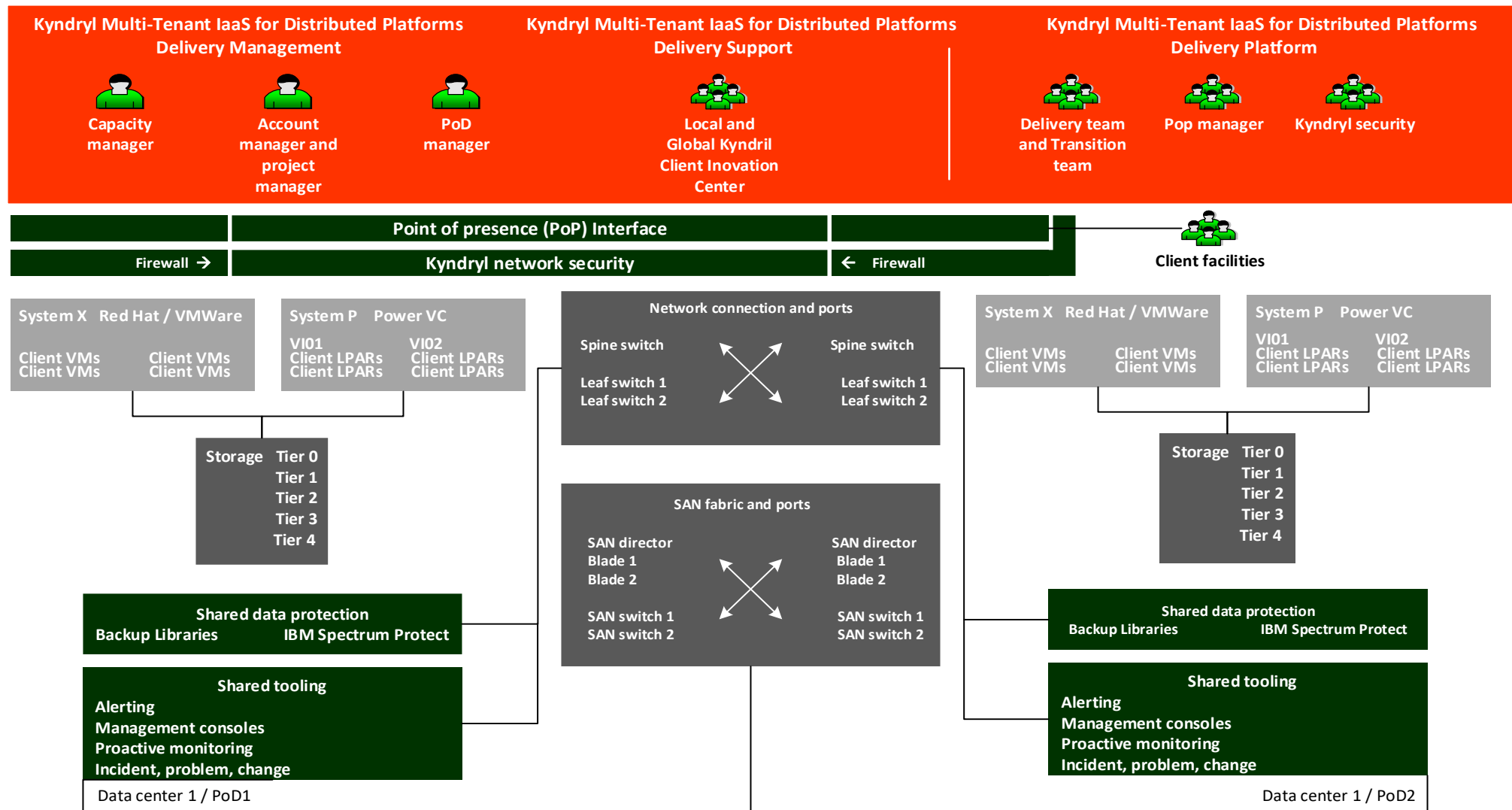
Locations not listed here may be approved on a deal-by-deal basis.

Muti-tenant IaaS/PaaS for Distributed Platforms is available as a standardized multitenant infrastructure in the following countries:

Argentina, Austria, Belgium, Brazil, Chile, Columbia, Denmark, Finland, Germany, Mexico, Pakistan, Peru, Poland, Romania, Switzerland, Turkey and UAE



# High level diagram of the overall architecture



# With Multi-tenant IaaS/PaaS for Distributed Platforms, your technical needs are covered



A shared infrastructure for local area networks (LAN), storage area networks (SAN), servers, and backup and storage disks	High availability for physical and logical components	Flexibility for local architectural definition	Available support personnel locally and at the request of the client	Infrastructure based on global standard guidance
Virtualization based on VMware and Red Hat for x86 and Power VM for POWER	Standard Kyndryl global security guidelines	Storage tiering	Data protection	Capacity management

# The Kyndryl solution continued Wrap-up

## Want to go it alone? You'll be doing all this yourself:

- Building your own data center
- Acquiring and regularly updating your own hardware
- Finding and training a support staff
- Conducting your own implementation of tools and processes

## Instead, get all this with Multi-tenant IaaS/PaaS for Distributed Platforms:

- An in-country, fully-managed data center
- Hardware that you won't have to update yourself
- 24x7 monitoring and automated notifications
- A highly skilled and available support staff
- A managed integration that supports your IT infrastructure
- Reduced expenses with an OPEX model

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The shift from a CAPEX to an OPEX model also allows you to avoid the cost and hassle of keeping your x86 and POWER environments current. Kyndryl will keep hardware and software up to date so that you don't have to.

Kyndryl Multi-tenant IaaS/PaaS for Distributed Platforms offers multitenant infrastructure in many countries, which allows you to share resources and leverage economies of scale to reduce your TCO for server, storage and software resources



# Why Kyndryl?

Kyndryl employees have been deploying Multi-tenant IaaS/PaaS for Distributed Platforms for years and Kyndryl employs over 1,000 application-hosting IT specialists to support the solution. Unlike most cloud solutions, Multi-tenant IaaS/PaaS for Distributed Platforms can be customized and tailored to meet your organization's specific needs. Kyndryl is experienced in managing enterprise data center environments and consistently delivers managed infrastructure services designed to provide real business value including:

- Unlike many global Kyndryl competitors, Multi-tenant IaaS/PaaS for Distributed Platforms provides localized application hosting to meet your data residency and other local hosting requirements. You'll be able to use a local data center, engage with a local point of contact and conduct business in your local language.
- Kyndryl offers the strategic value of having a strong partnership with IBM who owns key components of the solution stack such as Power processors, IBM AIX operating systems, IBM Db2 database servers, IBM WebSphere® Application Server and others.
- You'll have access to skilled personnel from one of the world's largest IT services companies.

# Next steps

## For more information:

Contact your Kyndryl representative directly. Your Kyndryl representative can work with you to provide an analysis of the TCO of hosting your applications in the Multi-tenant Cloud environment.

Visit the Kyndryl [website](#).





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# Kyndryl team

## Our people power customer transformations

### OUR INVESTMENT

#### We are a talent destination

- 90,000 skilled professionals
- Industry-leading employee value proposition
- Proven IT experts: 10 years experience, on average

#### Delivering high-quality performance today

- Consistently high attainment for 31,000 service-level agreements
- Industry-leading NPS scores <sup>1</sup>

#### Staffing skills for the future

- 96% of Kyndryls acquire new skills annually
- 1/3 of experts upskill in new technologies – cloud, AI, agile and more
- 31,000 vendor-recognized certifications in VMware, Cisco, Red Hat, Azure, AWS and more

### YOUR VALUE

An engaged and innovative expert talent pool to lead your IT modernization

Delivering with proven and reliable services – we are rated 26% points higher than our nearest competitor for this capability <sup>2</sup>

Helping modernize processes and operations – we are rated 22% points higher than our nearest competitor for this capability <sup>2</sup>

Source:

1. IBM GTS-IS NPS scores (Dec 2017 – Aug 2021); Based on B2B benchmarks from Medallia
2. IBM Services Brand Study, Optimization and Management of Technology Infrastructure. May 2020

# 30+ years of designing, building and managing mission-critical IT environments for our customers

## Our people:

90,000

Skilled professionals

247,000

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

31,000

Vendor-recognized certifications in Microsoft Azure, VMware, Cisco, Red Hat, AWS and more

2.9M

Hours of training in first half 2021

## Powering mission-critical technology systems across essential industries



**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



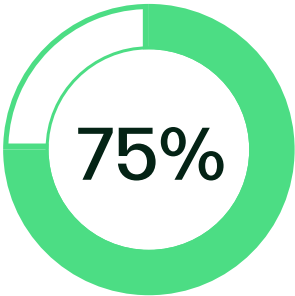
**49%**  
of mobile  
connections  
managed by  
our customers

\*2019 numbers

## Empowering thousands of customers

4,000

Global customers,  
including:



...of the Fortune 100  
and more than half  
of the Fortune 500

## Providing undisputed leadership



**6.1M** mainframe  
installed MIPS



**300K** 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

## HR Country

### Row Labels

#### IBM

- Bluemix - Practitioner Essentials
- IBM AIX v7 Administrator Specialty
- IBM Blockchain Essentials V2
- IBM Certified Solution Designer - Rational Unified Process v7.0
- IBM Certified Specialist - Rational Team Concert V3
- IBM Certified Specialist - Virtualized Storage V2
- IBM Certified System Administrator - AIX V1
- IBM Certified System Administrator - WebSphere Application Server Network Deployment V7.0
- IBM Certified System Administrator - WebSphere Application Server Network Deployment V8.5.5
- IBM Cloud Accreditation Course
- IBM Cloud Essentials
- IBM PowerVC v2.0 Administrator Specialty
- Migration Factory - Development Essentials
- Technical Specialist Profession Certification - Level 2

#### IBM Cloud

- IBM Cloud for Financial Services Specialty
- IBM Certified Advocate - Cloud v1
- IBM Certified Associate SRE - Cloud v1
- IBM Certified Professional Architect - Cloud v5
- IBM Certified Professional Sales Engineer - Cloud v1
- IBM Certified Solution Architect - Cloud Pak for Integration v2020.1
- IBM Certified Solution Architect - Cloud Pak for Multicloud Management v1.3
- IBM Certified Solution Architect - Cloud v4
- IBM Certified Technical Advocate - Cloud v3

### Grand Total

USA

Count

37

2

1

3

1

1

1

1

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1

1

21

1

1

1

20

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3

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2

57

GCP:

ACE – Associate Cloud Engineer

PCA – Professional Cloud Architect

CDE - Professional Cloud Data Engineer

PCD - Professional Cloud Developer

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AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
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AWS	AWS Certified Data Analytics - Specialty
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Cloud Practitioner
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AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Cloud Practitioner

AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
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AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Professional
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
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AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
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AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Machine Learning - Specialty
AWS	AWS Certified Cloud Practitioner
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AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Solutions Architect - Associate
AWS	AWS Certified Cloud Practitioner
AWS	AWS Certified Solutions Architect - Associate

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Google	Cloud Digital Leader
Google	Cloud Digital Leader
Google	Associate Cloud Engineer
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Google	Associate Cloud Engineer
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Google	Associate Cloud Engineer
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Google	Professional Cloud Developer
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Google	Associate Cloud Engineer
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Google	Associate Cloud Engineer
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Azure	Azure Fundamentals
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Azure	Azure Administrator Associate
Azure	Azure Network Engineer Associate
Azure	Azure Solutions Architect Expert
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Azure	Azure Fundamentals
Azure	Azure AI Fundamentals
Azure	Azure Fundamentals
Azure	Azure Fundamentals
Azure	Microsoft 365 Certified: Fundamentals
Azure	Azure Fundamentals
Azure	Microsoft 365 Certified: Modern Desktop Administrator
Azure	Azure Fundamentals
Azure	Azure Solutions Architect Expert
Azure	Azure Virtual Desktop Specialty
Azure	Azure Data Fundamentals

Azure	Azure Fundamentals
Azure	Azure Administrator Associate
Azure	Azure AI Fundamentals
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Azure	Azure Network Engineer Associate
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Azure	Security, Compliance, and Identity Fundamentals
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Azure	Azure Administrator Associate
Azure	Azure Solutions Architect Expert
Azure	Azure Administrator Associate
Azure	Azure Database Administrator Associate
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Azure	Azure Administrator Associate
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Azure	Power BI Data Analyst Associate
Azure	Power Platform Fundamentals
Azure	Azure Administrator Associate
Azure	Azure AI Fundamentals
Azure	Azure Data Fundamentals
Azure	Azure Fundamentals
Azure	Azure Network Engineer Associate
Azure	Azure Security Engineer Associate
Azure	Azure Fundamentals
Azure	Azure Fundamentals
Azure	Azure Solutions Architect Expert
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Azure	Azure Administrator Associate
Azure	Azure Solutions Architect Expert
Azure	Azure Fundamentals
Azure	Azure AI Engineer Associate
Azure	Azure AI Fundamentals
Azure	Azure Data Fundamentals
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Azure	Azure Administrator Associate
Azure	Azure Fundamentals
Azure	Azure Solutions Architect Expert
Azure	Azure Administrator Associate
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Azure	Azure Fundamentals
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Azure	Azure Solutions Architect Expert
Azure	Azure Administrator Associate
Azure	Azure Fundamentals
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Azure	Azure Data Engineer Associate
Azure	Azure Data Fundamentals
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Azure	Power BI Data Analyst Associate
Azure	Azure Fundamentals
Azure	Azure Security Engineer Associate
Azure	Microsoft 365 Certified: Fundamentals
Azure	Azure Fundamentals
Azure	Security, Compliance, and Identity Fundamentals
Azure	Azure Administrator Associate
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Azure	Azure AI Fundamentals
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Azure	Azure Fundamentals
Azure	Azure Administrator Associate
Azure	Azure AI Fundamentals
Azure	Azure Fundamentals
Azure	Azure Solutions Architect Expert
Azure	Microsoft 365 Certified: Teams Administrator Associate
Azure	Azure Fundamentals
Azure	Azure Fundamentals
Azure	Azure Fundamentals
Azure	Azure Administrator Associate
Azure	Azure Cosmos DB Developer Specialty
Azure	Azure Fundamentals
Azure	Azure Security Engineer Associate
Azure	Azure Solutions Architect Expert
Azure	DevOps Engineer Expert
Azure	Azure Fundamentals
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Azure	Azure Solutions Architect Expert
Azure	DevOps Engineer Expert
Azure	Azure Fundamentals
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Azure	Microsoft 365 Certified: Fundamentals
Azure	Azure Fundamentals
Azure	Azure Administrator Associate
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Azure	Azure Solutions Architect Expert
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Azure	Power Platform Fundamentals
Azure	Security Operations Analyst Associate
Azure	Azure Fundamentals

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Azure	Azure Administrator Associate
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Azure	Identity and Access Administrator Associate
Azure	Security, Compliance, and Identity Fundamentals
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Azure	Azure Solutions Architect Expert
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Azure	Azure Solutions Architect Expert
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Azure	Azure Solutions Architect Expert
Azure	Security, Compliance, and Identity Fundamentals
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Azure	Microsoft 365 Certified: Fundamentals
Azure	Azure Administrator Associate
Azure	Azure AI Fundamentals
Azure	Azure Data Fundamentals
Azure	Azure Database Administrator Associate
Azure	Azure Developer Associate
Azure	Azure for SAP Workloads Specialty
Azure	Azure Fundamentals
Azure	Azure Security Engineer Associate
Azure	Azure Solutions Architect Expert
Azure	Azure Virtual Desktop Specialty
Azure	DevOps Engineer Expert
Azure	Security, Compliance, and Identity Fundamentals
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Azure	Microsoft 365 Certified: Fundamentals
Azure	Security, Compliance, and Identity Fundamentals
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Azure	Power BI Data Analyst Associate
Azure	Azure Fundamentals
Azure	Microsoft 365 Certified: Fundamentals
Azure	Azure Fundamentals
Azure	Azure Fundamentals
Azure	Azure Fundamentals
Azure	Azure Solutions Architect Expert
Azure	Azure Administrator Associate
Azure	Azure AI Fundamentals
Azure	Azure Data Fundamentals
Azure	Azure Fundamentals
Azure	Azure Solutions Architect Expert
Azure	Security, Compliance, and Identity Fundamentals
Azure	Azure Data Engineer Associate
Azure	Azure Database Administrator Associate
Azure	Azure Fundamentals

Certification Level	HR Country	Certification Date
Foundation	USA	22-May-21
Associate	USA	6-Feb-21
Foundation	USA	31-Aug-21
Foundation	USA	3-Nov-20
Foundation	USA	7-Apr-21
Foundation	USA	22-May-21
Foundation	USA	5-Nov-20
Foundation	USA	14-Jul-21
Foundation	USA	23-Jul-19
Professional/Specialty	USA	3-Oct-20
Foundation	USA	30-Mar-21
Associate	USA	16-Sep-21
Foundation	USA	29-Dec-18
Associate	USA	20-Jul-20
Foundation	USA	29-Dec-20
Associate	USA	14-Feb-20
Associate	USA	26-Jul-21
Foundation	USA	2-Jul-22
Foundation	USA	14-Jul-21
Foundation	USA	7-Jun-21
Professional/Specialty	USA	4-Oct-21
Foundation	USA	28-May-21
Associate	USA	1-Jul-21
Associate	USA	12-Aug-19
Foundation	USA	8-Feb-19
Foundation	USA	26-Jul-21
Foundation	USA	12-May-21
Foundation	USA	21-Jun-21
Professional/Specialty	USA	23-Oct-19
Associate	USA	2-Nov-20
Foundation	USA	19-Jun-19
Foundation	USA	1-Jun-21
Associate	USA	10-Aug-21
Foundation	USA	12-Jul-21
Foundation	USA	29-Jun-21
Foundation	USA	29-Jun-21
Foundation	USA	29-Jun-21
Foundation	USA	28-May-21
Foundation	USA	9-Jul-21
Foundation	USA	21-May-21
Foundation	USA	30-Jun-21
Foundation	USA	26-Dec-20

Associate	USA	19-Mar-20
Associate	USA	31-Oct-20
Foundation	USA	2-Oct-20
Associate	USA	21-Nov-20
Associate	USA	27-May-22
Associate	USA	17-Jul-20
Foundation	USA	21-May-21
Associate	USA	22-Oct-19
Associate	USA	16-Oct-19
Associate	USA	15-Jun-20
Foundation	USA	12-May-21
Associate	USA	12-Apr-22
Foundation	USA	2-Jul-21
Foundation	USA	17-Nov-20
Associate	USA	27-Jul-20
Associate	USA	12-Jun-20
Foundation	USA	16-Jul-21
Foundation	USA	31-May-22
Associate	USA	8-Jun-22
Foundation	USA	7-Jul-21
Foundation	USA	4-Jun-21
Associate	USA	16-Jul-21
Foundation	USA	24-Mar-22
Foundation	USA	14-Jun-21
Foundation	USA	4-Feb-22
Foundation	USA	4-Jun-21
Foundation	USA	18-Nov-20
Associate	USA	6-Oct-21
Foundation	USA	16-Jul-21
Associate	USA	15-Jul-21
Associate	USA	17-Sep-21
Foundation	USA	22-Jan-22
Associate	USA	2-Jul-22
Associate	USA	6-Aug-21
Foundation	USA	23-Mar-22
Foundation	USA	21-Jan-22
Foundation	USA	22-May-21
Associate	USA	14-Dec-21
Foundation	USA	1-Apr-22
Foundation	USA	14-Dec-20
Foundation	USA	8-Dec-21
Foundation	USA	13-Apr-22
Foundation	USA	19-Apr-21

Associate	USA	19-May-22
Foundation	USA	4-Jun-21
Foundation	USA	6-Aug-21
Foundation	USA	4-Jun-21
Foundation	USA	14-Jun-22
Foundation	USA	13-Dec-19
Foundation	USA	12-Jan-22
Associate	USA	29-Jun-20
Foundation	USA	10-Nov-19
Foundation	USA	6-May-22
Foundation	USA	10-Sep-21
Associate	USA	8-Jan-22
Foundation	USA	4-Oct-19
Associate	USA	29-Jun-21
Associate	USA	30-May-21
Foundation	USA	17-Dec-21
Associate	USA	9-Oct-21
Associate	USA	12-Dec-19
Foundation	USA	27-Jan-21
Foundation	USA	4-Jan-21
Foundation	USA	11-Jun-21
Foundation	USA	27-Sep-21
Foundation	USA	1-Jul-21
Foundation	USA	25-Jun-21
Foundation	USA	4-Apr-22
Foundation	USA	18-Apr-21
Foundation	USA	11-Apr-22
Foundation	USA	11-Jun-21
Foundation	USA	1-Jul-21
Foundation	USA	13-May-21
Foundation	USA	1-Oct-21
Foundation	USA	3-Mar-22
Foundation	USA	3-Apr-20
Associate	USA	15-Dec-20
Foundation	USA	25-Jun-21
Foundation	USA	2-Jun-21
Associate	USA	25-Jun-22
Foundation	USA	4-Mar-22
Foundation	USA	23-Jun-22
Associate	USA	4-Mar-17
Associate	USA	25-Jan-21
Foundation	USA	9-Jul-21
Foundation	USA	13-Jun-21

Associate	USA	15-May-21
Foundation	USA	31-Mar-22
Foundation	USA	21-May-21
Foundation	USA	17-Dec-21
Associate	USA	5-Nov-20
Foundation	USA	28-Dec-21
Foundation	USA	8-Apr-22
Foundation	USA	3-Apr-22
Professional/Specialty	USA	11-Sep-20
Foundation	USA	2-Jul-21
Foundation	USA	8-Oct-21
Associate	USA	28-Aug-21
Foundation	USA	17-Jul-19
Foundation	USA	29-Oct-21
Foundation	USA	25-Jun-21
Associate	USA	14-Aug-20
Foundation	USA	20-May-21
Foundation	USA	23-Nov-21
Professional/Specialty	USA	21-Jun-22
Associate	USA	3-Dec-21
Foundation	USA	10-Feb-21
Foundation	USA	30-Sep-21
Foundation	USA	9-Dec-21
Associate	USA	15-Jan-22
Foundation	USA	25-Aug-21
Associate	USA	29-Mar-22
Foundation	USA	29-Mar-21
Foundation	USA	7-Jul-22
Associate	USA	25-Jan-22
Foundation	USA	10-Mar-22
Associate	USA	31-Aug-21
Foundation	USA	16-Jul-22
Foundation	USA	7-May-21
Associate	USA	31-May-22
Foundation	USA	19-Jul-22
Associate	USA	30-Jun-20
Associate	USA	16-Nov-21
Associate	USA	17-May-22
Foundation	USA	28-Apr-22
Foundation	USA	5-Jul-21
Associate	USA	23-Jul-21
Foundation	USA	16-Jul-21
Professional/Specialty	USA	16-May-22



Foundation	USA	20-Mar-21
Associate	USA	26-Jul-21
Foundation	USA	14-May-22
Foundation	USA	15-Dec-21
Associate	USA	1-Jun-20
Foundation	USA	28-Jun-22
Foundation	USA	27-Mar-22
Foundation	USA	2-Dec-21
Foundation	USA	7-Dec-20
Foundation	USA	26-Jun-21
Associate	USA	29-Jun-20
Associate	USA	14-Jan-22
Foundation	USA	16-Jun-21
Associate	USA	23-Jan-21
Foundation	USA	19-May-21
Foundation	USA	12-Jul-21
Foundation	USA	23-Jun-22
Foundation	USA	27-Dec-21
Foundation	USA	15-Jun-22
Foundation	USA	5-Mar-22
Associate	USA	28-Oct-19
Foundation	USA	15-Jun-21
Associate	USA	22-Jun-21
Associate	USA	30-Jul-21
Associate	USA	29-Jun-20
Associate	USA	28-Sep-21
Foundation	USA	27-May-21
Foundation	USA	16-Jul-21
Foundation	USA	1-Nov-21
Foundation	USA	30-Jun-21
Foundation	USA	21-May-21
Professional/Specialty	USA	21-Mar-22
Foundation	USA	23-Aug-21
Associate	USA	23-Apr-22
Associate	USA	4-Oct-21
Foundation	USA	30-Sep-21
Foundation	USA	19-Nov-20
Foundation	USA	20-May-21
Foundation	USA	16-May-22
Foundation	USA	1-May-21
Associate	USA	16-Jul-22
Foundation	USA	30-Jan-21
Foundation	USA	5-Jun-20

Associate	USA	20-Aug-20
Foundation	USA	1-Jul-20
Associate	USA	16-Jun-20
Foundation	USA	31-May-22
Foundation	USA	21-Dec-20
Foundation	USA	1-Sep-21
Foundation	USA	18-Feb-22
Professional/Specialty	USA	28-Feb-22
Foundation	USA	8-Feb-21
Foundation	USA	4-Jan-22
Associate	USA	10-Oct-19
Foundation	USA	21-Jul-22
Associate	USA	24-Nov-20
Foundation	USA	15-Apr-22
Foundation	USA	22-Jul-22
Foundation	USA	27-Dec-21
Foundation	USA	20-May-22
Foundation	USA	29-Dec-21
Foundation	USA	29-Mar-18
Foundation	USA	3-Jun-21
Foundation	USA	26-Apr-22
Foundation	USA	14-Nov-20
Associate	USA	21-Dec-20
Foundation	USA	9-Aug-21
Associate	USA	22-Apr-22
Foundation	USA	27-Jun-21
Foundation	USA	12-Feb-22
Foundation	USA	27-Jul-21
Associate	USA	20-Mar-22
Foundation	USA	14-Jan-21
Associate	USA	30-Sep-21
Foundation	USA	18-Jun-21
Foundation	USA	15-Jan-20
Professional/Specialty	USA	28-Sep-21
Foundation	USA	4-Jun-21
Foundation	USA	15-Jul-20
Foundation	USA	17-Dec-21
Foundation	USA	22-Apr-22
Foundation	USA	22-Jun-22
Associate	USA	24-Jul-21
Associate	USA	2-Jul-21
Foundation	USA	17-Jun-21
Associate	USA	20-Aug-19

Foundation	USA	11-Jan-21
Foundation	USA	17-May-21
Foundation	USA	23-Oct-20
Associate	USA	5-Aug-21
Foundation	USA	12-Sep-20
Foundation	USA	28-Dec-21
Foundation	USA	11-Aug-21
Associate	USA	16-Jan-21
Foundation	USA	28-Jun-21
Foundation	USA	11-Feb-22
Foundation	USA	1-Oct-21
Foundation	USA	23-Jun-22
Associate	USA	31-Dec-21
Foundation	USA	14-Jun-21
Foundation	USA	8-Feb-22
Associate	USA	28-Jun-21
Foundation	USA	17-Dec-20
Foundation	USA	4-Feb-22
Foundation	USA	4-Jun-21
Foundation	USA	9-Oct-19
Foundation	USA	12-Apr-21
Associate	USA	18-Feb-22
Professional/Specialty	USA	11-Jun-22
Foundation	USA	29-Aug-21
Foundation	USA	1-Dec-20
Associate	USA	05-Jan-21
Professional/Specialty	USA	11-May-22
Foundation	USA	15-Dec-21
Foundation	USA	29-Mar-22
Foundation	USA	31-Jul-22
Foundation	USA	11-Nov-21
Foundation	USA	08-Oct-21
Foundation	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	05-Jan-22
Foundation	USA	31-Jul-22
Foundation	USA	31-Jul-22
Foundation	USA	22-Dec-21
Foundation	USA	08-Jul-22
Foundation	USA	23-Dec-21
Foundation	USA	18-Nov-21
Foundation	USA	26-Jun-22
Foundation	USA	15-Dec-21

Foundation	USA	05-Jan-22
Foundation	USA	15-Jun-22
Foundation	USA	24-Nov-21
Foundation	USA	22-Dec-21
Foundation	USA	05-Jul-22
Foundation	USA	18-Mar-22
Foundation	USA	21-Jul-22
Foundation	USA	02-Feb-22
Foundation	USA	22-Dec-21
Foundation	USA	26-Oct-21
Foundation	USA	15-Dec-21
Foundation	USA	05-Jan-22
Foundation	USA	29-Dec-21
Foundation	USA	08-Jun-22
Foundation	USA	24-Nov-21
Foundation	USA	29-Dec-21
Foundation	USA	23-Nov-21
Foundation	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	23-Dec-21
Associate	USA	31-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	29-Dec-21
Foundation	USA	22-Jan-22
Foundation	USA	29-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	28-Dec-21
Foundation	USA	29-Dec-21
Foundation	USA	03-Jun-22
Foundation	USA	23-Dec-21
Foundation	USA	23-Jun-22
Foundation	USA	01-Jul-22
Foundation	USA	15-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	21-Oct-21
Foundation	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	30-Dec-21

Foundation	USA	23-Jun-22
Foundation	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	01-Dec-21
Associate	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	13-Jul-22
Foundation	USA	30-Dec-21
Foundation	USA	20-Nov-21
Foundation	USA	22-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	24-Jun-22
Foundation	USA	15-Dec-21
Foundation	USA	16-Sep-21
Foundation	USA	29-Dec-21
Foundation	USA	01-Jul-22
Foundation	USA	22-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	29-Apr-22
Foundation	USA	23-Dec-21
Foundation	USA	23-Nov-21
Foundation	USA	23-Nov-21
Foundation	USA	29-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	29-Dec-21
Foundation	USA	10-Jun-22
Foundation	USA	05-Jan-22
Foundation	USA	29-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	24-Jun-22
Foundation	USA	15-Dec-21
Foundation	USA	13-Nov-21
Foundation	USA	08-Dec-21
Foundation	USA	19-Nov-21
Foundation	USA	29-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	05-Jan-22
Foundation	USA	15-Dec-21
Foundation	USA	15-Jul-22
Foundation	USA	22-Dec-21

Foundation	USA	20-May-22
Foundation	USA	15-Dec-21
Associate	USA	05-Jan-22
Foundation	USA	13-Jul-22
Associate	USA	02-Aug-21
Foundation	USA	31-Mar-22
Foundation	USA	15-Dec-21
Foundation	USA	21-Dec-21
Associate	USA	25-May-21
Foundation	USA	28-Apr-22
Foundation	USA	23-Sep-21
Foundation	USA	29-Dec-21
Foundation	USA	30-Dec-21
Foundation	USA	02-Jul-22
Foundation	USA	22-Dec-21
Foundation	USA	29-Dec-21
Foundation	USA	21-Jul-22
Foundation	USA	31-Dec-21
Foundation	USA	16-Jul-22
Foundation	USA	29-Dec-21
Associate	USA	26-Jun-21
Foundation	USA	26-Jan-22
Foundation	USA	15-Dec-21
Foundation	USA	15-Dec-21
Foundation	USA	23-Nov-21
Foundation	USA	15-Dec-21
Foundation	USA	22-Dec-21
Foundation	USA	25-Feb-22
Professional/Specialty	USA	15-Dec-21
Professional/Specialty	USA	07-Oct-21
Professional/Specialty	USA	22-Dec-21
Professional/Specialty	USA	24-Nov-21
Professional/Specialty	USA	22-Dec-21
Professional/Specialty	USA	15-Dec-21
Professional/Specialty	USA	29-Dec-21
Associate	USA	31-Jul-22
Professional/Specialty	USA	28-Dec-21
Professional/Specialty	USA	19-Jan-22
Associate	USA	11-Jan-22
Professional/Specialty	USA	29-Dec-21
Professional/Specialty	USA	13-Nov-21
Professional/Specialty	USA	11-Mar-22
Professional/Specialty	USA	01-Mar-22



Professional/Specialty	USA	22-Dec-21
Professional/Specialty	USA	28-Dec-21
Professional/Specialty	USA	13-May-22
Professional/Specialty	USA	29-Dec-21
Professional/Specialty	USA	01-Jul-22
Professional/Specialty	USA	20-May-22
Professional/Specialty	USA	22-Jan-22
Professional/Specialty	USA	05-Mar-22
Professional/Specialty	USA	25-Nov-20
Professional/Specialty	USA	07-Jul-21
Professional/Specialty	USA	05-Jan-22
Professional/Specialty	USA	27-Jan-22
Professional/Specialty	USA	30-Dec-21
Professional/Specialty	USA	02-Feb-22
Associate	USA	15-Sep-20
Associate	USA	15-Jun-22
Associate	USA	17-Sep-21
Associate	USA	29-Dec-21
Associate	USA	15-Jan-22
Associate	USA	29-Dec-21
Associate	USA	24-Jun-22
Associate	USA	30-Dec-21
Associate	USA	29-Jul-21
Associate	USA	30-Dec-21
Associate	USA	15-Dec-21
Associate	USA	15-Jun-21
Associate	USA	15-Dec-21
Associate	USA	05-Jan-22
Associate	USA	15-Jun-21
Associate	USA	17-Jun-21
Associate	USA	18-Feb-22
Associate	USA	10-Aug-21
Associate	USA	30-Jan-22
Associate	USA	22-Dec-21
Associate	USA	31-Dec-21
Associate	USA	31-Dec-21
Associate	USA	24-Jun-22
Associate	USA	29-Dec-21
Associate	USA	22-Dec-21
Associate	USA	01-Apr-21
Associate	USA	01-Jul-21
Associate	USA	22-Dec-21
Associate	USA	28-Dec-21

Associate	USA	05-Jan-22
Associate	USA	01-Feb-21
Associate	USA	22-Dec-21
Associate	USA	04-Jun-21
Associate	USA	01-Apr-22
Associate	USA	26-Jan-22
Associate	USA	24-Dec-21
Associate	USA	05-Jan-22
Associate	USA	31-Jul-22
Associate	USA	07-May-21
Associate	USA	15-Dec-21
Associate	USA	29-Dec-21
Associate	USA	31-Jul-22
Associate	USA	24-Jun-21
Associate	USA	02-Feb-22
Associate	USA	22-Dec-21
Foundation	USA	23-Jan-22
Foundation	USA	3-Feb-22
Associate	USA	22-Feb-22
Associate	USA	31-Mar-22
Professional/Specialty	USA	16-Mar-22
Foundation	USA	31-May-22
Foundation	USA	23-Jun-22
Foundation	USA	23-Apr-22
Foundation	USA	7-Jul-22
Foundation	USA	1-Jun-21
Foundation	USA	6-Dec-19
Foundation	USA	22-Feb-22
Foundation	USA	31-Jan-22
Foundation	USA	21-Mar-22
Foundation	USA	18-May-22
Foundation	USA	2-Mar-22
Foundation	USA	28-Dec-20
Foundation	USA	8-Jul-22
Foundation	USA	1-May-22
Foundation	USA	30-Jul-22
NO INFORMATION	USA	21-Dec-21
Foundation	USA	3-Nov-21
NO INFORMATION	USA	24-Sep-21
Foundation	USA	31-Oct-20
Professional/Specialty	USA	23-Jan-21
Professional/Specialty	USA	26-Feb-22
Foundation	USA	20-Jul-22

Foundation	USA	16-Mar-22
Associate	USA	3-Feb-22
Foundation	USA	11-Apr-22
Foundation	USA	14-Mar-22
Foundation	USA	15-Jan-22
Associate	USA	2-Mar-22
Professional/Specialty	USA	9-Apr-22
NO INFORMATION	USA	16-Apr-22
Foundation	USA	13-Apr-21
Foundation	USA	23-Apr-21
Foundation	USA	28-Mar-22
Foundation	USA	24-Jun-22
Foundation	USA	17-Mar-22
Foundation	USA	22-Jun-22
Foundation	USA	9-Mar-22
Foundation	USA	2-May-22
Foundation	USA	2-Jun-22
Foundation	USA	22-Apr-22
Foundation	USA	14-Jan-22
Foundation	USA	11-May-21
Foundation	USA	27-Apr-22
Foundation	USA	10-Jun-22
Foundation	USA	28-Mar-22
Foundation	USA	12-Apr-22
Foundation	USA	30-Mar-22
Foundation	USA	10-May-21
Foundation	USA	19-Apr-21
Foundation	USA	19-Apr-21
Foundation	USA	5-Mar-22
Foundation	USA	7-Apr-21
Foundation	USA	2-Aug-19
Foundation	USA	12-Apr-21
Foundation	USA	15-Dec-21
Foundation	USA	6-Mar-22
Foundation	USA	9-May-21
Foundation	USA	30-Jun-21
Foundation	USA	10-Feb-22
Associate	USA	13-Apr-22
Foundation	USA	13-May-22
Associate	USA	14-Oct-21
Foundation	USA	12-Mar-21
Foundation	USA	30-Sep-21
Foundation	USA	29-Apr-22

Foundation	USA	9-Apr-20
Foundation	USA	8-Jun-21
Foundation	USA	2-Jun-22
Foundation	USA	26-Apr-22
Foundation	USA	22-Jul-20
Foundation	USA	10-May-19
Foundation	USA	27-Apr-22
Foundation	USA	28-Apr-21
Foundation	USA	15-May-22
Associate	USA	27-Apr-22
Foundation	USA	10-Feb-22
Foundation	USA	7-Apr-21
Foundation	USA	21-Jun-22
Foundation	USA	15-Dec-20
Foundation	USA	27-Oct-21
Foundation	USA	19-May-22
Foundation	USA	26-Mar-22
Foundation	USA	29-Apr-22
Foundation	USA	1-Apr-21
Foundation	USA	12-Apr-21
Foundation	USA	30-Dec-20
Associate	USA	6-Oct-21
Professional/Specialty	USA	7-Jan-22
Associate	USA	14-Apr-22
Associate	USA	28-Apr-22
Foundation	USA	24-Mar-22
Foundation	USA	24-Mar-22
Foundation	USA	4-Jun-22
Foundation	USA	19-Mar-22
Foundation	USA	30-Mar-22
Foundation	USA	24-May-21
Foundation	USA	8-Apr-22
Foundation	USA	7-Jun-21
Foundation	USA	14-Dec-20
Foundation	USA	26-Jul-22
Foundation	USA	27-Mar-22
Foundation	USA	27-Mar-22
Foundation	USA	8-Apr-22
Foundation	USA	21-Jul-22
Foundation	USA	20-Dec-21
Foundation	USA	27-Dec-21
Foundation	USA	29-Nov-21
Foundation	USA	10-Jan-22

Foundation	USA	17-Mar-21
Associate	USA	3-Mar-21
Professional/Specialty	USA	13-May-21
Foundation	USA	29-Apr-21
Foundation	USA	3-Jun-21
Foundation	USA	24-Mar-22
Foundation	USA	12-Apr-21
Foundation	USA	30-Jun-21
Foundation	USA	16-Mar-22
Associate	USA	28-Jul-22
Foundation	USA	10-Dec-21
Foundation	USA	13-Aug-21
Foundation	USA	15-Apr-22
Foundation	USA	17-Mar-22
Foundation	USA	26-Apr-21
Foundation	USA	22-Apr-22
Foundation	USA	15-Jun-22
Foundation	USA	16-Feb-22
Foundation	USA	30-Aug-21
Foundation	USA	27-Aug-21
Foundation	USA	22-Dec-21
Foundation	USA	21-Jan-22
Foundation	USA	11-Mar-21
Foundation	USA	27-Feb-22
Foundation	USA	22-Apr-22
Foundation	USA	3-Feb-22
Foundation	USA	22-Feb-22
NO INFORMATION	USA	17-Feb-22
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Foundation	USA	30-Jun-22
Foundation	USA	16-Mar-22
Foundation	USA	15-Jan-22
Foundation	USA	25-Apr-22
Associate	USA	30-Jun-22
Foundation	USA	28-Apr-22
Foundation	USA	22-Jun-22
Foundation	USA	13-May-22
Foundation	USA	18-Mar-22
Foundation	USA	28-Apr-20
Foundation	USA	4-Jan-21
Foundation	USA	17-Jun-21
Foundation	USA	22-Feb-22
Foundation	USA	31-May-22

Foundation	USA	24-Jun-21
Foundation	USA	27-Apr-21
Associate	USA	23-May-22
Foundation	USA	15-Mar-22
Foundation	USA	6-Sep-21
Foundation	USA	28-Mar-22
Foundation	USA	3-Feb-22
Foundation	USA	18-Dec-20
NO INFORMATION	USA	18-Feb-22
NO INFORMATION	USA	15-Jun-22
Associate	USA	14-May-22
Foundation	USA	12-Apr-21
Foundation	USA	19-Apr-21
Foundation	USA	18-Apr-21
Associate	USA	17-Jun-22
Associate	USA	26-Jun-22
Foundation	USA	13-Jul-21
Foundation	USA	15-May-20
Professional/Specialty	USA	24-Jan-21
Foundation	USA	10-Sep-21
Foundation	USA	17-Jun-22
Foundation	USA	12-Mar-21
Foundation	USA	8-Oct-21
Foundation	USA	8-Jul-22
Foundation	USA	1-Apr-22
Foundation	USA	27-Mar-20
Foundation	USA	4-May-21
Foundation	USA	4-Jun-22
Associate	USA	4-Jun-22
Foundation	USA	24-Mar-22
Foundation	USA	2-Mar-22
Foundation	USA	7-Sep-21
Foundation	USA	14-Apr-22
Foundation	USA	4-Feb-21
Foundation	USA	10-Sep-21
NO INFORMATION	USA	3-Jan-22
Foundation	USA	5-Jul-21
Associate	USA	8-Jan-22
Foundation	USA	17-May-21
Associate	USA	9-Feb-22
Professional/Specialty	USA	30-Mar-22
Foundation	USA	4-Jun-21
Foundation	USA	7-Aug-20



Foundation	USA	30-Nov-21
Associate	USA	22-May-21
Foundation	USA	13-Apr-21
Foundation	USA	6-Jan-21
Foundation	USA	28-Apr-22
Associate	USA	24-May-21
Foundation	USA	14-Sep-20
Foundation	USA	18-Feb-22
Foundation	USA	23-Apr-22
Foundation	USA	26-Jun-22
Foundation	USA	19-May-22
Foundation	USA	21-Feb-21
Associate	USA	12-Apr-19
Foundation	USA	7-Jul-22
Foundation	USA	5-Apr-22
Foundation	USA	25-Mar-22
Foundation	USA	14-Apr-22
Associate	USA	29-Dec-20
Professional/Specialty	USA	22-Jan-21
Foundation	USA	10-Jul-22
Professional/Specialty	USA	15-Jul-22
Foundation	USA	16-Mar-22
Foundation	USA	27-Dec-21
Foundation	USA	27-Dec-21
Foundation	USA	7-Jun-22
Foundation	USA	9-Feb-22
Associate	USA	26-Sep-21
Foundation	USA	23-Apr-21
Professional/Specialty	USA	31-Mar-22
Associate	USA	14-Jun-22
Foundation	USA	24-Dec-20
Foundation	USA	4-Mar-22
Foundation	USA	11-Jun-22
Foundation	USA	13-Feb-22
Foundation	USA	29-Jun-21
Foundation	USA	4-Oct-21
Professional/Specialty	USA	25-Oct-21
Associate	USA	7-Apr-22
Foundation	USA	9-May-21
Foundation	USA	1-Jul-22
Associate	USA	28-Jun-22
Foundation	USA	23-Mar-22
Foundation	USA	17-Mar-22

NO INFORMATION	USA	29-Jul-22
Foundation	USA	2-May-22
Associate	USA	6-Feb-21
NO INFORMATION	USA	13-May-22
Foundation	USA	5-Jul-22
NO INFORMATION	USA	31-May-22
Associate	USA	28-Jun-22
Foundation	USA	19-Apr-22
Foundation	USA	24-Feb-22
Foundation	USA	6-Apr-21
Foundation	USA	18-Jun-21
Foundation	USA	30-Mar-21
Foundation	USA	13-Apr-22
Foundation	USA	10-May-22
Foundation	USA	4-Feb-21
Foundation	USA	29-Jan-22
Foundation	USA	12-Mar-22
Foundation	USA	7-Mar-21
Foundation	USA	12-Jun-21
Foundation	USA	3-Apr-21
Foundation	USA	30-Apr-22
Foundation	USA	4-Mar-22
Foundation	USA	9-Mar-21
Foundation	USA	27-Jul-22
Foundation	USA	29-Jun-21
Foundation	USA	18-Jun-21
Foundation	USA	15-Jun-21
Associate	USA	5-Apr-22
Foundation	USA	6-May-21
Foundation	USA	29-Aug-19
Professional/Specialty	USA	22-Jun-22
NO INFORMATION	USA	7-Jun-21
Foundation	USA	29-Apr-21
Foundation	USA	28-Apr-21
Foundation	USA	19-Apr-21
Associate	USA	21-Apr-22
Professional/Specialty	USA	13-Jun-22
Foundation	USA	3-May-21
Associate	USA	20-Jun-22
Professional/Specialty	USA	14-May-22
NO INFORMATION	USA	28-May-22
Foundation	USA	29-Dec-21
Foundation	USA	8-Jun-21

Foundation	USA	18-Mar-22
Foundation	USA	11-Feb-22
Foundation	USA	22-Feb-22
Foundation	USA	3-Feb-22
NO INFORMATION	USA	17-Feb-22
Foundation	USA	4-Feb-22
Foundation	USA	21-Sep-21
Associate	USA	14-Aug-21
Foundation	USA	15-May-21
Foundation	USA	28-May-21
Foundation	USA	21-Mar-20
Professional/Specialty	USA	12-Aug-21
NO INFORMATION	USA	26-Aug-21
Foundation	USA	16-Jun-21
Foundation	USA	19-Jul-21
Foundation	USA	16-Dec-19
Foundation	USA	18-Feb-22
Associate	USA	25-Jun-22
Foundation	USA	10-Sep-21
Foundation	USA	23-Mar-22
Associate	USA	3-Dec-21
Foundation	USA	23-Apr-21
Foundation	USA	3-Mar-21
Foundation	USA	4-Feb-22
Foundation	USA	23-Jun-22
Foundation	USA	19-Feb-22
Foundation	USA	23-Apr-22
NO INFORMATION	USA	8-Jan-22
Foundation	USA	18-Apr-21
Associate	USA	28-Jul-22
Foundation	USA	19-Jun-22
Foundation	USA	15-Jul-21
Foundation	USA	22-Mar-22
Foundation	USA	11-Apr-22
Foundation	USA	16-Jun-22
Foundation	USA	22-Mar-22
Foundation	USA	17-Feb-22
Foundation	USA	18-Jan-22
Associate	USA	29-May-22
Foundation	USA	20-Mar-22
Associate	USA	7-Apr-22
Foundation	USA	11-Sep-20
Foundation	USA	29-Jun-22

Foundation	USA	12-Apr-22
Foundation	USA	18-Jul-22
Foundation	USA	28-Feb-22
Foundation	USA	10-Dec-20
Foundation	USA	28-Feb-22
Foundation	USA	31-Mar-22
Foundation	USA	13-Jul-21
Foundation	USA	6-Feb-22
Foundation	USA	16-Mar-21
Foundation	USA	14-Jul-21
Foundation	USA	7-May-22
Foundation	USA	23-Mar-21
Foundation	USA	11-Feb-21
Foundation	USA	27-Jul-22
Foundation	USA	19-Apr-22
Foundation	USA	27-Apr-21
Professional/Specialty	USA	4-Sep-19
Foundation	USA	16-Jun-21
Foundation	USA	8-Apr-22
Foundation	USA	31-Jan-20
Foundation	USA	14-Mar-22
Foundation	USA	19-May-22
Foundation	USA	18-Nov-20
Professional/Specialty	USA	12-Nov-21
Foundation	USA	7-Jul-21
Foundation	USA	20-May-22
Foundation	USA	24-Jun-22
Foundation	USA	24-Jun-22
Associate	USA	6-Apr-22
Foundation	USA	15-Mar-22
Foundation	USA	11-Jun-21
Foundation	USA	1-Dec-21
Foundation	USA	26-Mar-22
Foundation	USA	19-Jun-21
Foundation	USA	11-Feb-22
Foundation	USA	18-Feb-22
Foundation	USA	8-Apr-22
Foundation	USA	22-Feb-22
Foundation	USA	19-Feb-22
Foundation	USA	19-May-22
Foundation	USA	14-Feb-22
Foundation	USA	22-Jul-22
Foundation	USA	30-Apr-22

Foundation	USA	5-Jan-22
Foundation	USA	12-Feb-21
Foundation	USA	14-Feb-22
Foundation	USA	4-Dec-20
Foundation	USA	19-Apr-21
Foundation	USA	19-Apr-22
Foundation	USA	17-Dec-21
Foundation	USA	4-Jul-22
Foundation	USA	22-Mar-21
Foundation	USA	16-May-22
Foundation	USA	13-May-22
Foundation	USA	9-Mar-21
Foundation	USA	21-Sep-21
Foundation	USA	19-Nov-21
Foundation	USA	26-Jan-22
Foundation	USA	7-Jan-22
Foundation	USA	25-May-22
Associate	USA	27-Oct-21
Foundation	USA	14-Jun-21
Associate	USA	28-Mar-22
NO INFORMATION	USA	22-Nov-21
Foundation	USA	12-Aug-21
Foundation	USA	21-May-21
Foundation	USA	27-Feb-20
Professional/Specialty	USA	29-Apr-21
Foundation	USA	22-Apr-22
Associate	USA	16-Mar-22
Foundation	USA	5-Apr-21
Foundation	USA	4-Jun-22
Foundation	USA	23-Mar-22
Foundation	USA	24-Mar-22
NO INFORMATION	USA	23-Jul-22
Foundation	USA	25-Jun-22
Foundation	USA	26-May-22
Foundation	USA	27-Jan-21
Foundation	USA	1-Jul-22
Foundation	USA	29-Jun-21
Foundation	USA	18-Jun-22
Foundation	USA	22-Mar-22
Foundation	USA	5-Jul-22
Foundation	USA	12-Apr-22
Foundation	USA	7-Oct-21
Foundation	USA	5-Feb-22

Foundation	USA	11-Jun-21
Foundation	USA	25-Apr-22
Foundation	USA	22-Mar-22
Foundation	USA	2-Apr-22
Foundation	USA	29-Apr-22
Foundation	USA	13-Feb-21
Foundation	USA	6-May-22
Foundation	USA	4-Mar-22
Foundation	USA	5-Feb-22
Foundation	USA	30-Jan-22
Foundation	USA	29-Jul-21
Foundation	USA	29-Jul-22
Foundation	USA	21-Mar-22
Foundation	USA	22-Dec-20
Foundation	USA	21-Jul-20
Foundation	USA	22-Feb-22
Foundation	USA	5-Apr-22
Foundation	USA	4-Feb-22
Foundation	USA	8-Feb-22
Foundation	USA	28-Feb-22
NO INFORMATION	USA	18-Feb-22
Foundation	USA	31-Mar-22
Foundation	USA	23-Feb-22
Foundation	USA	31-Mar-22
Foundation	USA	2-Apr-22
Foundation	USA	17-Nov-20
Foundation	USA	9-Mar-22
Foundation	USA	22-Dec-21
Foundation	USA	24-Dec-20
Foundation	USA	9-Mar-22
Foundation	USA	14-Mar-22
Foundation	USA	10-Feb-22
Foundation	USA	21-Apr-22
Foundation	USA	2-Jul-21
Foundation	USA	13-Jun-22
Foundation	USA	27-Jun-21
Foundation	USA	29-Jun-22
Foundation	USA	20-Apr-21
Foundation	USA	26-May-20
Foundation	USA	23-Mar-21
Foundation	USA	7-Jun-22
Foundation	USA	21-Feb-22
Foundation	USA	13-Dec-21

Foundation	USA	26-Jan-22
NO INFORMATION	USA	9-Aug-19
Foundation	USA	23-Feb-21
Foundation	USA	13-Feb-19
Foundation	USA	17-Dec-21
Foundation	USA	19-Feb-22
Foundation	USA	5-Sep-21
Foundation	USA	22-Aug-21
Foundation	USA	20-Apr-21
Foundation	USA	4-Sep-20
Professional/Specialty	USA	30-Sep-21
Foundation	USA	9-Oct-21
Associate	USA	22-Jun-22
Foundation	USA	15-Apr-22
Foundation	USA	4-Mar-22
Foundation	USA	6-Apr-22
Foundation	USA	26-Jun-21
Foundation	USA	4-Jun-21
Foundation	USA	3-May-22
Foundation	USA	10-Dec-21
Foundation	USA	22-Apr-21
Foundation	USA	30-Jun-22
Foundation	USA	1-Jul-22
Foundation	USA	10-Jun-21
Foundation	USA	26-Mar-22
Foundation	USA	17-Mar-22
Foundation	USA	21-May-21
Foundation	USA	9-Jun-22
Foundation	USA	23-Dec-21
Foundation	USA	26-Apr-22
Foundation	USA	2-Mar-22
Foundation	USA	7-May-21
Foundation	USA	5-May-22
Foundation	USA	10-Mar-22
Foundation	USA	8-Mar-22
Foundation	USA	3-Mar-22
Foundation	USA	31-Mar-22
Foundation	USA	19-Apr-22
Foundation	USA	19-Jul-22
Foundation	USA	22-May-21
NO INFORMATION	USA	10-Apr-21
NO INFORMATION	USA	20-Apr-21
Foundation	USA	4-Mar-21



Foundation	USA	1-Apr-22
Foundation	USA	24-Mar-22
Foundation	USA	5-Apr-21
Foundation	USA	20-Apr-22
Foundation	USA	15-Apr-22
Foundation	USA	8-Jul-22
Foundation	USA	29-Nov-21
Foundation	USA	12-May-21
Foundation	USA	28-Apr-22
Associate	USA	29-Jul-20
Foundation	USA	2-Jan-21
Foundation	USA	3-Jan-21
Associate	USA	18-Aug-20
Foundation	USA	26-Jun-20
Professional/Specialty	USA	24-Sep-20
NO INFORMATION	USA	18-Aug-21
NO INFORMATION	USA	18-Jul-22
NO INFORMATION	USA	12-Jul-22
Foundation	USA	28-Jun-22
Foundation	USA	13-Feb-22
Foundation	USA	11-Feb-22
Foundation	USA	12-Feb-22
Foundation	USA	30-Jun-21
Foundation	USA	28-Apr-22
Foundation	USA	12-Jul-22
Foundation	USA	8-Jun-21
Foundation	USA	13-Jul-22
Foundation	USA	6-Apr-21
Foundation	USA	29-Apr-22
Foundation	USA	6-Feb-20
Foundation	USA	12-Aug-21
Foundation	USA	5-Jun-20
Foundation	USA	27-Apr-22
Foundation	USA	16-Mar-22
Foundation	USA	24-Aug-21
Foundation	USA	21-Apr-22
Foundation	USA	13-Jun-21
Foundation	USA	17-Jun-22
Foundation	USA	4-Sep-20
Foundation	USA	6-Jul-22
Foundation	USA	1-Jul-22
Foundation	USA	23-Mar-22
Foundation	USA	11-Oct-21

Foundation	USA	12-Feb-21
Foundation	USA	1-Apr-22
Foundation	USA	10-Mar-22
Foundation	USA	2-Mar-21
Foundation	USA	27-May-22
Associate	USA	29-Apr-22
Foundation	USA	19-Jul-20
NO INFORMATION	USA	4-Jan-22
NO INFORMATION	USA	28-Nov-21
Foundation	USA	22-Dec-21
Foundation	USA	2-Nov-21
Foundation	USA	17-Mar-22
Foundation	USA	3-Nov-21
Foundation	USA	11-May-21
Foundation	USA	3-Jan-22
Foundation	USA	16-Dec-21
Foundation	USA	10-Dec-21
Foundation	USA	21-Feb-22
Foundation	USA	14-May-22
Foundation	USA	14-Dec-21
Foundation	USA	15-Nov-21
Professional/Specialty	USA	19-Feb-22
Foundation	USA	12-Mar-22
Foundation	USA	4-Mar-22
Foundation	USA	8-Jun-20
Foundation	USA	25-May-22
Foundation	USA	1-Apr-22
Associate	USA	9-May-22
Foundation	USA	14-Mar-22
Foundation	USA	7-Mar-22
Foundation	USA	31-May-22
Foundation	USA	17-Jun-22
Foundation	USA	23-Mar-22
NO INFORMATION	USA	20-Apr-22
Foundation	USA	21-Mar-22
Foundation	USA	28-Mar-22
Foundation	USA	13-Apr-22
Foundation	USA	17-Mar-22
Foundation	USA	7-May-22
Associate	USA	22-Nov-19
Foundation	USA	13-May-22
Foundation	USA	8-Mar-22
Foundation	USA	10-Feb-22

Professional/Specialty	USA	31-Mar-22
Foundation	USA	6-Dec-21
Foundation	USA	11-Jul-22
Foundation	USA	20-Feb-22
Foundation	USA	8-Jun-20
Professional/Specialty	USA	17-Jan-22
NO INFORMATION	USA	28-May-22
Foundation	USA	3-Feb-22
Foundation	USA	7-Jun-22
Foundation	USA	25-Jul-22
Associate	USA	4-Dec-19
Foundation	USA	16-Apr-22
Foundation	USA	23-Nov-20
Associate	USA	2-Apr-22
Foundation	USA	17-Jan-20
Foundation	USA	1-May-22
Foundation	USA	9-Mar-22
Foundation	USA	22-May-20
Foundation	USA	3-Jan-21
NO INFORMATION	USA	26-Mar-22
Associate	USA	13-Mar-22
Foundation	USA	25-Jun-21
Foundation	USA	14-May-21
Associate	USA	3-Mar-22
Professional/Specialty	USA	26-Jul-22
Professional/Specialty	USA	29-Mar-22
Foundation	USA	11-Jun-21
Associate	USA	18-Apr-22
Professional/Specialty	USA	27-May-22
Professional/Specialty	USA	18-Jun-22
NO INFORMATION	USA	18-May-22
NO INFORMATION	USA	14-Feb-22
Foundation	USA	10-Dec-21
Foundation	USA	31-May-22
Foundation	USA	24-Mar-22
NO INFORMATION	USA	1-Apr-22
NO INFORMATION	USA	11-Mar-22
NO INFORMATION	USA	17-Jan-21
Foundation	USA	17-Feb-21
Foundation	USA	25-Mar-22
Foundation	USA	13-Apr-22
Foundation	USA	21-Jul-22
Foundation	USA	22-Apr-22

Foundation	USA	1-May-22
Foundation	USA	22-Jul-22
Foundation	USA	10-May-22
Foundation	USA	19-Jun-20
Foundation	USA	26-Jun-22
Foundation	USA	12-Jun-22
NO INFORMATION	USA	24-Dec-21
Foundation	USA	5-Jul-22
NO INFORMATION	USA	8-Apr-22
Foundation	USA	2-Nov-19
Foundation	USA	11-Jul-22
Foundation	USA	10-Mar-21
Professional/Specialty	USA	6-Mar-22
Associate	USA	3-Feb-22
Foundation	USA	18-Jan-22
Foundation	USA	26-Jan-22
Foundation	USA	24-Aug-21
Professional/Specialty	USA	26-Feb-22
NO INFORMATION	USA	13-Jan-22
Associate	USA	3-Jun-19
Associate	USA	26-Jan-21
Foundation	USA	20-May-22



BUREAU  
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Bureau Veritas Certification

## Kyndryl, Inc

Kyndryl Inc., One Vanderbilt Avenue, 15th Floor New York, NY 10017 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

*Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below*

### ISO/IEC 20000-1:2018

*Scope of certification*

**THE IT SERVICE MANAGEMENT SYSTEM OF THE KYNDRYL SERVICE MARKETS,  
INNOVATION CENTERS AND DELIVERY CENTERS SUPPORTING THE PROVISION OF IT  
SERVICES IN ACCORDANCE WITH THE SERVICE CATALOGUE**

Original Cycle Start Date:	07-December-2010
Expiry date of previous cycle:	08-December-2022
Certification / Recertification Audit date:	15-March-2022
Certification/Recertification Cycle Start Date:	16-May-2022
Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on:	08-December-2025

Certificate No.: **US016839**

Version: 1

Issue Date: **16-May-2022**

*Brian Sanders*



0008

*Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom*

*Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA*

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +{800} 937-9311







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Bureau Veritas Certification

Kyndryl, Inc

## ISO/IEC 20000-1:2018

### Scope of certification

Site Name/Location	Site Address	Site Scope
HQ - USA, New York, NY	Kyndryl Inc., One Vanderbilt Avenue, 15th Floor New York, NY 10017 USA	The IT Service management system of the Kyndryl service markets, innovation centers and delivery centers supporting the provision of IT Services in accordance with the service catalogue.
Site 01 - USA, Boulder, CO	Kyndryl Inc., 6300 Diagonal Highway Boulder, CO 80301 USA	
Site 02 - USA, Raleigh, NC	Kyndryl Inc., 3060 Cornwallis Drive, Research Triangle Park Raleigh, NC 27709 USA	
Site 03 - USA, Poughkeepsie, NY	Kyndryl Inc., 2455 South Road Poughkeepsie, NY 12601 USA	
Site 04 - USA, Columbia, MO	Kyndryl Inc., 2810 Lemone Industrial Blvd Columbia, MO 65201 USA	
Site 05 - FRANCE	Kyndryl France S.A.S., 17 Avenue de l'Europe Bois-Colombes, 92275 France	
Site 06 - CANADA	Kyndryl Canada Limited, 3600 Steeles Ave East Markham, Ontario L3R 9Z7 Canada	
Site 07 - COSTA RICA	Kyndryl Costa Rica, Sociedad de Responsabilidad Limitada, Parque Zona Franca America, Calle La Rusia, Heredia H, - Costa Rica	

Certificate No.: **US016839**

Version: **1**

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*Brian Sanders*



*Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom*

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Bureau Veritas Certification

Kyndryl, Inc

# ISO/IEC 20000-1:2018

## Scope of certification

Site Name/Location	Site Address	Site Scope
Site 08 - CZECH REPUBLIC	Kyndryl Client Center, s.r.o., Technicka 21 Brno, 61600 Czech Republic	The IT Service management system of the Kyndryl service markets, innovation centers and delivery centers supporting the provision of IT Services in accordance with the service catalogue.
Site 09 - HUNGARY (Budapest)	Kyndryl Hungary Kft., Information Technology Kft - Gabor Denes U 2, Building "D" Budapest, 1117 Hungary	
Site 10 - HUNGARY (Szekesfehervar)	Kyndryl Hungary Kft., Berényi Út 72-100, Székesfehérvár, 8000 Hungary	
Site 11 - INDIA (Bangalore 1)	Kyndryl Solutions Private Limited, Embassy Golf Links, Block D, Off Indiranagar-Kormagala Intermediate Ring Road Bangalore, Karnataka 560071 India	
Site 12 - INDIA (Bangalore 2)	Kyndryl Solutions Private Limited, Embassy Manyata, Blocks K, G1, G2, D3 and D4, Outer Ring Road, Rachenahalli & Nagawara Villages Bangalore, 560045 India	
Site 13 - INDIA (Bangalore 3)	Kyndryl Solutions Private Limited, #3 First Technology Place, Altius Block, EPIP Zone, White Field Bangalore, 560066 India	

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Bureau Veritas Certification

Kyndryl, Inc

# ISO/IEC 20000-1:2018

## Scope of certification

Site Name/Location	Site Address	Site Scope
Site 14 - INDIA (Bhartiya)	Kyndryl Solutions Private Limited, Bhartiya Centre of Information Technology ('BCIT'), Floor: 4,5,6& Part 7, Block -1 Bhartiya City, Chokkanahalli Village, Thanisandra Main Road, Chokkanahalli Bangalore, Karnataka 560 064 India	The IT Service management system of the Kyndryl service markets, innovation centers and delivery centers supporting the provision of IT Services in accordance with the service catalogue.
Site 15 - INDIA (Aartha)	Kyndryl Solutions Private Limited, Aartha Infratech, Plot No. 21, Techzone Greater Noida, 201308 India	
Site 16 - INDIA (Gurgaon)	Kyndryl Solutions Private Limited, ASF Insignia-Sez, Block B and Block D, Kings Canyon, Gawal Pahari, Gurgaon-Faridabad Pahari Road Haryana, Gurgaon 122003 India	
Site 17 - INDIA (Hyderabad 1)	Kyndryl Solutions Private Limited, 10-Survey N.66/1, Orion B6, B7 Divyashree NSL Tech Place, Next to Raidurgam Police Station, Raidurgam Village, Serilingampally Mandal, RR District Hyderabad, Telangana State 500032 India	
Site 18 - INDIA (Hyderabad 2)	Kyndryl Solutions Private Limited, Avance Business Hub, Hi-Tech City-2, Survey No. 30(P), 34(P), 35(P) and 38(P), Gachibowli Village, S Telangana, 500 081 India	

Certificate No.: **US016839**

Version: **1**

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Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +1(800) 937-9311







## ISO/IEC 20000-1:2018

### Scope of certification

Site Name/Location	Site Address	Site Scope
Site 19 - INDIA (Chennai)	Kyndryl Solutions Private Limited, DLF IT Park, Tower 1A, 7A Shivaji Garden, Moonlight Stop, Mount Poonamalle Road, Nundambakkam Post, Ramapura Chennai, Tamil Nadu 600 089 India	The IT Service management system of the Kyndryl service markets, innovation centers and delivery centers supporting the provision of IT Services in accordance with the service catalogue.
Site 20 - INDIA (Pune)	Kyndryl Solutions Private Limited, Embassy Tech Zone, Blocks 1.1, 1.3A, 1.3B Congo, Plot N.03, Rajiv Gandhi Info Tech Park, Phase II, Hinjewadi, Marunji Pune, Maharashtra 411057 India	
Site 21 - JAPAN (Sagamino)	Kyndryl JAPAN, Sagamino Command Center, 5-1-78 Higashihara, Zama City Kanagawa, 252- 0004 JAPAN	
Site 22 - JAPAN (Nanko)	Kyndryl JAPAN, Nanko Command Center, 1-6- 27 Nankokita, Suminoe-Ku, Osaka City Osaka, 559-0034 JAPAN	
Site 23 - POLAND (Katowice)	Kyndryl Global Services Delivery Centre Polska Sp. z o.o., Francuska Office Center, Francuska: 42 and 36 Katowice, 40028 Poland	
Site 24 - POLAND (Wroclaw)	Kyndryl Global Services Delivery Centre Polska Sp. z o.o., ul. Muchoborska 8 Wroclaw, 54-424 Poland	

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## ISO/IEC 20000-1:2018

### Scope of certification

Site Name/Location	Site Address	Site Scope
Site 25 - PERU (La Molina)	Kyndryl Peru S.A.C., Javier Prado Avenue, La Molina Lima, 6230 Peru	The IT Service management system of the Kyndryl service markets, innovation centers and delivery centers supporting the provision of IT Services in accordance with the service catalogue.
Site 26 - PERU (San Isidro)	Kyndryl Peru S.A.C., Andrés Aramburú Avenue Lima, San Isidro 1115 Peru	
Site 27 - INDONESIA	PT Kyndryl Solutions INDONESIA, The Plaza Office Tower - JL MH Thamkin Kav. 28-30 Jakarta, - INDONESIA	
Site 28 - SOUTH AFRICA	Kyndryl South Africa (Pty) Limited, 90 Grayston Drive, Sandton Johannesburg, 2193 South Africa	
Site 29 - THAILAND	Kyndryl (Thailand) Company Limited, 388 Phaholyothin Road, Samsennai, Phayathai Bangkok, 10400 Thailand	

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## Proposed Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

Contract Section	Exception or Proposed Revision	Reasoning/Explanation
<b>2.2 Supplemental Agreements</b>	Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant <u>and/or Program Participants</u> to further define the terms and conditions of purchasing Products & Services <u>(“Customer Agreement”)</u> . <u>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.</u> 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.	Kyndryl requests the edits here to clarify what Kyndryl assumes is the intent of CCOG and Equalis – that the Master Agreement terms and conditions will apply unless and to the extent the Program Participants and Kyndryl agree otherwise.
<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 Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. <u>Unless otherwise agreed in a Customer Agreement, P</u> 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.	Kyndryl requests the edits here to ensure that third-party software price increase adjustments can be mutually agreed between Kyndryl and a customer in a resulting Customer Agreement. Such adjustments would depend on the solution developed for each transaction.
<b>New Section 2.3(d) Economic Change Adjustment</b>	<b><u>ECONOMIC CHANGE ADJUSTMENT</u></b>  <u>a. Notwithstanding anything to the contrary in this Master Agreement, Supplier will calculate and apply an adjustment to the charges based upon economic changes (an Economic Change Adjustment or ECA) as described below beginning 12 months after the date of 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 ECA Factor).</u>	Kyndryl requests this edit here to ensure that inflation is addressed in its pricing and charges as finally agreed between Kyndryl and any resulting Customer Agreement.

## Proposed Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

- b. Supplier will invoice the applicable participating entity/client for the ECA, if any, beginning 12 months after the proposal submission date and monthly thereafter.
- c. For the USA, Supplier and Sourcewell 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= <https://data.bls.gov/cgi-bin/surveymost?cu>; [select 'Retrieve Data'] [select 'U.S. city average, All items - CUUR0000SA0'] (the Price Index). 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.
- d. Actual Inflation
- During the Term, 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 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 Supplier will include the local ECA in the overall ECA to the Charges for the year for which Supplier is calculating the ECA.
- e. Inflation Sensitivity

## Proposed Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

A percentage will be established that reflects the inflationary impact on 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 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		
<u>ECA Factor</u>	<u>=</u>	<u>[{(Actual Inflation – COUNTRY #1 Base Year Index) / Base Year Index} x Cost Structure Percent]</u>
<u>Actual Inflation</u>	<u>=</u>	<u>The Price Index for the December before the 12-month period for which the ECA is being calculated.</u>
<u>Base Year Index</u>	<u>=</u>	<u>The Price Index for the December before the applicable Effective Date.</u>

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 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:

## Proposed Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

	<table><tr><th colspan="6">ECA Calculation Example Actual Inflation – USA</th></tr><tr><td><u>USA Base Year Index December 2021 = 210.10</u></td><td><u>2023</u></td><td><u>2024</u></td><td><u>2025</u></td><td><u>2026</u></td><td><u>2027</u></td></tr><tr><td><u>Actual Inflation—USA prior December (e.g., December 2022 for 2023 ECA Factor)</u></td><td><u>213.70</u></td><td><u>216.20</u></td><td><u>218.15</u></td><td><u>221.45</u></td><td><u>223.90</u></td></tr><tr><td><u>Weighting as percent of cost structure</u></td><td><u>100%</u></td><td><u>100%</u></td><td><u>100%</u></td><td><u>100%</u></td><td><u>100%</u></td></tr></table> <table><tr><th>ECA Factor Calculation Calendar Year 2024</th></tr><tr><td>[USA {(216.20-210.10) / 210.10} x 100%] = 2.9%</td></tr></table> <p><u>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.</u></p>	ECA Calculation Example Actual Inflation – USA						<u>USA Base Year Index December 2021 = 210.10</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>Actual Inflation—USA prior December (e.g., December 2022 for 2023 ECA Factor)</u>	<u>213.70</u>	<u>216.20</u>	<u>218.15</u>	<u>221.45</u>	<u>223.90</u>	<u>Weighting as percent of cost structure</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	ECA Factor Calculation Calendar Year 2024	[USA {(216.20-210.10) / 210.10} x 100%] = 2.9%	
ECA Calculation Example Actual Inflation – USA																												
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<u>Actual Inflation—USA prior December (e.g., December 2022 for 2023 ECA Factor)</u>	<u>213.70</u>	<u>216.20</u>	<u>218.15</u>	<u>221.45</u>	<u>223.90</u>																							
<u>Weighting as percent of cost structure</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>																							
ECA Factor Calculation Calendar Year 2024																												
[USA {(216.20-210.10) / 210.10} x 100%] = 2.9%																												
<b>2.5(b) Entire Agreement</b>	<p>This Master Agreement, including its Recitals, together with all components of the RFP, <u>the components of the Winning Supplier's offer</u>, 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>	<p>Kyndryl requests the edit here to ensure that exceptions and components of Kyndryl’s offer are considered part of the entire agreement.</p>																										
<b>2.5(d) Assignment</b>	<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,</p>	<p>Kyndryl requests the edit here to ensure that its ability to assign its right to receive payments is not restricted.</p>																										



## Proposed Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

	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. <u>Notwithstanding the foregoing, assignment of Winning Supplier's right to receive payment and by Winning Supplier in conjunction with the sale of the portion of Winning Supplier's business that includes the product or service is not restricted.</u>	
<b>2.5(e) Master Agreement Order of Precedence</b>	<p><u>This Master Agreement consist of the following documents, and in the event of conflict, shall be resolved in the following order of precedence:</u></p> <ol style="list-style-type: none"> <li>(1) <u>These</u> General terms and conditions</li> <li>(2) Specifications and scope of work <u>as awarded</u></li> <li>(3) Attachments and exhibits <u>to these General Terms and Conditions</u></li> <li>(4) <del>Documents referenced or included in the</del> <u>The</u> solicitation <u>and all attachments thereto; and</u></li> <li>(5) <u>The Bidder's Offer and all attachments thereto.</u></li> </ol>	Kyndryl requests the edits here to clarify what Kyndryl assumes is the CCOG's intent – that the listed documents make up what is considered to be the "Master Agreement".
<b>2.7 Indemnification</b>	<p>Winning Supplier shall <del>protect, indemnify, and hold harmless</del> <u>defend</u> both CCOG and Equalis Group and its <del>Members</del>, administrators, employees and agents <u>("Indemnified Parties")</u> against all <u>third-party</u> claims, <u>("Claims")</u> and <del>pay</del> -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 <del>supplemental Customer Agreements with Program Participants Members</del> <u>("Losses")</u> <u>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:</u></p> <p><u>i) notify Winning Supplier in writing of the claim; ii) supply information requested by</u></p>	Kyndryl requests the edits here to limit its obligations for indemnification to third party claims only to those in privity of contract with Kyndryl, and only to those losses actually awarded. Inclusion of "Equalis Members" would require indemnification of all <b>potential customers</b> , as opposed to actual customers. Further, the indemnification of Program Participants will be separately negotiated within the framework of the Program Participant's local procurement rules and

## Proposed Exceptions/Deviations and Additional Terms

Kyndryl, Inc.

	<u>Winning Supplier; and iii) allow Winning Supplier to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts.</u>	regulations and included in the Customer Agreement. Finally, Kyndryl must retain control over litigation or settlement of claims to mitigate its expense and exposure.
<b>2.8 Winning Supplier Insurance</b>	<p>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 <del>and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain</del> general liability insurance <u>(including products liability and completed operations with a minimum per occurrence limit of USD 5,000,000 (or local currency equivalent), property insurance, and automobile insurance (with a minimum policy limit of USD 5,000,000 (or local currency equivalent)) at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate)</u> applicable to <del>any claims, liabilities, damages, costs, or expenses arising out of</del> its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products &amp; Services to Program Participants. <u>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, and their respective officers, directors, employees, and agents</u> will be named as <del>certificate holders additional insured</del> on Winning Supplier's <del>related general liability and automobile</del> insurance policies. <del>All such insurance policies shall incorporate a provision requiring the giving of Winning Supplier shall give</del> written Notice to CCOG and Equalis <del>at least thirty (30) days prior to the of</del> cancellation, nonrenewal, and/or material modification of any such policies, <u>in accordance with the requirements of the policy</u>. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products &amp; 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. <u>Winning Supplier subcontractors used in the performance of this contract or used to furnish Products &amp; 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.</u></p>	Kyndryl requests this edit to ensure that the insurance coverage required are aligned with Kyndryl's maintained insurance policies.
<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, <u>unless</u>	Kyndryl requests this edit to ensure that Program Participants have the authority to

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	<p><u>the Customer Agreement provides otherwise.</u> Winning Supplier shall immediately cease any sales of Products &amp; 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.</p>	<p>ensure critical services are not immediately terminated without notice.</p>
<p><b>2.11 Audit of Winning Supplier</b></p>	<p>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 &amp; 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. <u>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.</u></p>	<p>Kyndryl requests this edit to ensure that we do not agree to an open book provision that would/could expose our cost or margin data or confidential employee information.</p>

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<b>2.15 Governing Law; Validity</b>	<p>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. <u>The prevailing party of any</u> <del>In the event any Party initiates a suit and that</del> suit <u>that</u> is adjudicated by a court of competent jurisdiction, <del>the prevailing Party</del> shall be entitled to reasonable attorney's fees <del>and costs</del> from the non-prevailing Party, <u>in the proportionate share of fault adjudicated and attributed to the non-prevailing party</u>, in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.</p>	<p>Kyndryl requests this edit to ensure the prevailing party of any action, without regard to who initiated the suit, is entitled to recover attorney's fees, but only in the proportionate share of the fault attributed to the non-prevailing party.</p>
<b>2.19 Limitation of Liability (New Section)</b>	<p><u>a. WINNING SUPPLIERS'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, SHALL IN NO EVENT EXCEED THE GREATER OF (i) THE TOTAL AMOUNTS ACTUALLY PAID TO WINNING SUPPLIER 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) ONE MILLION DOLLARS (U.S.\$1,000,000).</u></p> <p><u>b. NOTWITHSTANDING THE ABOVE, NEITHER THE 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</u></p>	<p>New Section included here to establish a limitation of liability for the Winning Supplier, a waiver of consequential damages for all parties, but to exclude indemnification of third-party claims from the limitation.</p>

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	<p><u>MASTER AGREEMENT), DATA, OR DATA USE BY THE PROGRAM PARTICIPANT, THE WINNING SUPPLIER, OR BY OTHERS.</u></p> <p><b>a.c.</b> <u>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.</u></p>	
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