

**SUBORDINATE CONTRACT MA-280-26010906**

**FOR**

**GLIDEFAST IMPLEMENTATION OF SERVICENOW**

**BETWEEN**

**COUNTY OF ORANGE, JOHN WAYNE AIRPORT**

**AND**

**CARAHSOFT TECHNOLOGY CORPORATION**

**JOHN WAYNE AIRPORT**  
**ORANGE COUNTY**



**SUBORDINATE CONTRACT MA-280-26010906  
WITH  
CARAHSOFT TECHNOLOGY CORPORATION  
FOR  
GLIDEFAST IMPLEMENTATION OF SERVICENOW**

This Subordinate Agreement MA-280-26010906 for Glidefast Implementation of ServiceNow (“Contract”), is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through its department John Wayne Airport (“County” or “JWA”), and Carahsoft Technology Corporation (“Contractor”), with a place of business at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190 with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Regional Cooperative Agreement (RCA) RCA-017-25010020
- Attachment B – Scope of Work
- Attachment C - Information Technology Security Guidelines

**RECITALS**

**WHEREAS**, the County acting through the County Procurement Office (“CPO”), issued a Regional Cooperative Agreement Contract (“RCA”) Contract RCA-017-25010020 for Software Solutions and Services effective January 1, 2025, through December 31, 2027 (“Master Contract”); and,

**WHEREAS**, the Parties desire to enter into Subordinate Contract MA-280-26010906 for Glidefast Implementation of ServiceNow, effective upon execution of all signatures through December 31, 2027, for a Total Contract Amount Not To Exceed \$332,761.70 (“Contract”); and,

**WHEREAS**, Contractor agrees to provide Glidefast Implementation of ServiceNow in accordance with the terms, conditions and pricing of the Master Contract and this Contract, and,

**WHEREAS**, the County Board of Supervisors has authorized the Deputy Procurement Agent or designee to enter into a Contract for Glidefast Implementation of ServiceNow with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**A. Subordinate Contract:** Contractor agrees to provide Glidefast Implementation of ServiceNow in accordance with the terms, conditions, and pricing of the Master Contract, incorporated by this reference and attached hereto as Attachment A, and this Contract as set forth below.

**B. Civil Rights and Nondiscrimination:**

1. **General Civil Rights Provision:** In all its activities within the scope of its airport program, the Contractor

agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
3. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
  - a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
  - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating

because of sex in education programs or activities (20 USC § 1681, et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

C. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)’s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County’s Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor’s services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

**Coverage**

**Minimum Limits**

Commercial General Liability

\$1,000,000 per occurrence  
\$2,000,000 aggregate

Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation Employers Liability Insurance	Statutory \$1,000,000 per accident or disease
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate
Professional Liability	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state *As Required by Written Contract*.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract and its Attachments specifies the contractual terms and conditions by which Contractor shall provide Glidefast Implementation of ServiceNow, at the County's request, in accordance with the RCA and Attachment B, Scope of Work of this Contract, attached hereto and incorporated by reference.
2. **Term of Subordinate Contract:** This Contract shall commence upon execution of all necessary signatures and continue through December 31, 2027, to be coterminous with RCA-017-25010020, unless otherwise terminated by County. This Contract may be renewed, by mutual written agreement of the Parties, contingent upon the renewal of the RCA. The County does not have to give a reason if it elects not to renew.
3. **Compensation & Payment:** Contractor agrees to provide Glidefast Implementation of ServiceNow in accordance with the terms and conditions of the RCA, including its attachments, at the fixed rates as set forth

in Attachment B, Compensation, Fees and Payment of the RCA, with a **Total Contract Amount Not to Exceed \$332,761.70.**

Line No.	Part No.	Description	Rate Per Month	Estimated Hours	Extended Cost
1	PROD00073-1195	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Engagement Manager ServiceNow - PROD00073	\$223.33	240	\$53,599.20
2	PROD00073-1195	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Business Process Consultant ServiceNow - PROD00073	\$223.33	185	\$41,316.05
3	PROD00073-1195	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Technical Architect ServiceNow - PROD00073	\$223.33	180	\$40,199.40
4	PROD00073-1195	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Technical Consultant - ITSM ServiceNow - PROD00073	\$223.33	340	\$75,932.20
5	PROD00073-1195	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Technical Consultant - ITSM/CMDB ServiceNow - PROD00073	\$223.33	305	\$68,115.65
6	PROD00073-1195	ServiceNow Implementation - Tailored - T&M (Hourly Rate) GlideFast Remote Services (GRS) - Post Production Support and Enhancements ServiceNow - PROD00073	\$223.33	240	\$53,599.20
<b>Total:</b>					<b>\$332,761.70</b>

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Procurement Agent.
  
5. **County of Orange Information Technology Security Provisions:** All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

- a) This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. The County of Orange Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that pertain to Contractor(s) in connection with the Services performed by Contractor(s) as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, County of Orange Information Technology Security Guidelines (as referenced in Attachment C).

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

- b) Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.
- c) Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as

expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

- d) **Data Security Requirements:** Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data,

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

- e) **Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and

measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

- f) **General Security Standards:** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor (“Contractor Systems”) to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.
- i. **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County’s access and use of County data and the Services.
- ii. **Contractor and the use of Email:** Contractor, including Contractor’s employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor’s employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor’s performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County’s express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

- g) **Security Failures:** Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.
- h) **Security Breach Notification:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County’s Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of

the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP  
Chief Information Security Officer  
721 S. Parker St.  
Suite 200  
Orange, CA 92868  
Phone: (714) 567-7611

[Andrew.Alipanah@ocit.ocgov.com](mailto:Andrew.Alipanah@ocit.ocgov.com)

Linda Le, CHPC, CHC, CHP  
County Privacy Officer  
721 S. Parker St.  
Suite 200  
Orange, CA 92868  
Phone: (714) 834-4082

[Linda.Le@ocit.ocgov.com](mailto:Linda.Le@ocit.ocgov.com)

- i) Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract.

Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

j) Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

6. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

- 7. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 8. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County’s consent to Contractor’s request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

- 9. **Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Procurement Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Carahsoft Technology Corporation  
 Attn: Brianna Monk, Account Manager  
 11493 Sunset Hills Road, Suite 100  
 Reston, VA, 20190  
 Phone: (571) 662-4313  
 Email: [Brianna.Monk@carahsoft.com](mailto:Brianna.Monk@carahsoft.com)

County’s Project Manager: JWA/Innovation and Technology  
 Attn: William Bogdan, Project Manager  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
 Phone: (949) 252-1336  
 Email: [wbogdan@ocair.com](mailto:wbogdan@ocair.com)

cc: JWA/Procurement Services  
 Attn: Choy Pham, County DPA  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
 Phone: (949) 252-5128  
 Email: [cpham@ocair.com](mailto:cpham@ocair.com)

10. **Payment – Invoicing Instructions:** All invoices associated with this Subordinate Contract shall be forwarded to Accounts Payable at:

**Mailed to** John Wayne Airport  
 Attention: Accounts Payable  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
**OR**

**Emailed to** [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)

Each invoice must be on Contractor’s letterhead and have a unique number and shall include the following information:

- A. Contractor’s name and address
- B. Contractor’s remittance address
- C. Contractor’s Federal Taxpayer ID Number
- D. Delivery/service address
- E. Subordinate Contract Number MA-280-26010906
- F. Date of invoice and invoice number
- G. Product/service description, quantity, and prices
- H. Sales tax, if applicable
- I. Freight/delivery charges, if applicable
- J. Total

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

*(Signature Page Follows)*

**Signature Page**


IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**CARASOFT TECHNOLOGY CORPORATION\***

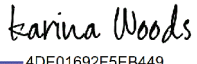
If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by:  
  
 194A3E2F43CC436...  
 Signature

	Craig P. Abod	Chief Executive Officer	3/12/2026
	Name	Title	Date

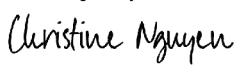
Signed by:  
  
 4DE01692F5EB449...  
 Signature

	Karina Wood	Chief Financial Officer	3/12/2026
	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:**

	Choy Pham	Deputy Procurement Agent	
Signature	Name	Title	Date

**APPROVED AS TO FORM:  
County Counsel**

DocuSigned by:  
  
 26F9D76C929A49E...  
 Signature

	Christine Nguyen	Deputy	3/12/2026
	Name	Title	Date

**ATTACHMENT A**  
**REGIONAL COOPERATIVE AGREEMENT (RCA) RCA-017-25010020**  
**(SEPARATE ATTACHMENT)**

**ATTACHMENT B  
SCOPE OF WORK**

**1. PROJECT**

Contractor shall implement IT Service Management and related John Wayne Airport (JWA) business practices on the ServiceNow platform in alignment with industry best practices. Contractor will provide strategic guidance and leadership in recommending, configuring, and deploying key ServiceNow modules and associated business processes, ensuring alignment with Information Technology infrastructure Library (ITIL) standards and ServiceNow best practices. The objective is to modernize and standardize IT service delivery across the Airport, enhancing operational efficiency, transparency and accountability.

Upon completion, the enhanced ServiceNow platform will:

- Deliver a centralized, user-friendly web portal for Airport staff and trusted agents to report incidents, submit service requests, access knowledge resources, and monitor request status.
- Establish a comprehensive, real-time inventory of IT assets and associated business services.
- Strengthen lifecycle management of users and assets from onboarding or acquisition through separation or surplus.
- Provide actionable metrics, dashboards, and key performance (KPIs) to support data-driven decision-making

**2. CONTRACTOR RESPONSIBILITIES AND DELIVERABLES**

- 2.1.1. Contractor shall provide ServiceNow IT Service Management (ITSM) implementation.
- 2.1.2. Contractor shall provide GlideFast Remote Services (GRS) postproduction support and enhancements.

**3. SERVICES DESCRIPTION**

**3.1 Scope:**

Core Platform Configuration and CMDB	
Services	Description
<b>1. Core Configuration</b>	1.1. - Install Plugins 1.2. - Configure Instance Theming 1.3. - Configure Instance time zone and date/time formats 1.4. - Configure Users, Groups, Roles, and Personas 1.5. - Load Foundational Data (Departments, Locations, Companies) 1.6. - Configure Connectivity 1.6.1. -- Email Properties 1.6.2. -- LDAP for user data import and possible authentication (if not SSO) 1.6.3. -- SSO Integration for authentication (if Not LDAP)

<p><b>2. Configuration Management Database (CMDB)</b></p>	<p>2.1. Configure CMDB for use with OOB classes and forms                  2.2. Configure access controls to CMDB forms and data                  2.3. Create up to one (1) import set and transform map to support a one-time import of customer identified business services in a supported format (.csv, spreadsheet, etc.), if available (Align to CSDM Crawl/Walk)</p>
<p><b>3. Prepare infrastructure for MID Servers and Configuration/Deployment</b></p>	<p>3.1. - Review MID Server Technical Requirements                  3.2. - Identify Data Centers and Security Zones                  3.3. - Identify Number and Location of MID Servers (up to 2 MID servers)                  3.4. - Identify MID Server IP Ranges                  3.5. - Configure MID Server Properties                  *Note: County responsibility to provision VMs and perform installation of MID server(s).</p>
<p><b>4. CMDB Integration with 3rd Party tools where use cases align</b></p>	<p>4.1. - CMDB Integration for up to one (1) instance of SCCM/MECM                  4.2. - CMDB Integration for up to one (1) instance of SolarWinds                  4.3. - CMDB Integration for up to one (1) instance of CrowdStrike                  4.4. - Configure Identification and Reconciliation rules                  *Note: Utilize service graph connectors where available.</p>
<p><b>IT Service Management (ITSM)</b></p>	
<p><b>5. Incident Management</b></p>	<p>5.1. - Form Views and List Views                  5.2. - Custom Fields (Up to 15 total new fields or modifications)                  5.3. - State Labels                  5.4. - Field Policies (up to 10 for basic mandatory, read-only, and/or conditional visibility actions)                  5.5. - Create Incident from Self-Service                  5.6. - Create Incident from Incoming email                  5.7. - Incident Prioritization (modification of existing priority data lookups)                  5.8. - Incident Templates (up to 2)                  5.9. - Assignment Rules (up to 5)                  5.10. - Related Tasks                  5.11. - Related Incidents                  5.12. - Service Level Agreements (SLAs) (up to 8 total)                      5.12.1. -- Response SLAs (up to 4)                      5.12.2. -- Resolution SLAs (up to 4)                  5.13. - Escalation Process                  5.14. - On Hold Process                  5.15. - Resolution Process                  5.16. - Closure Process                  5.17. - Surveys (up to 1)                  5.18. - Incident Notifications (up to 3)</p>

	<p>5.19. - Reports (up to 3)                  5.20. - Overview Dashboard (modify existing)</p>
<p><b>6. Knowledge Management</b></p>	<p>6.1. Roles and Groups                  6.2. - Create Knowledge Bases (up to 2)                  6.3. - Configure Publish workflows (up to 2)                  6.4. - Configure Retire workflows (up to 2)                  6.5. - Create or Modify Article Template (up to 3)                  6.6. - Configure User Criteria (for Knowledge Base access)                  6.7. - Configure Knowledge Search                  6.8. - Configure Dashboard (modify existing)</p>
<p><b>7. Request Management (Service Catalog)</b></p>	<p>7.1. - Form Layout                  7.2. - State Labels                  7.3. - Create Categorization Structure                  7.4. - Create up to 3 new Catalog Items (up to 10 variables each)                      7.4.1. -- A unified Flow Designer Flow or Workflow for use                              in all above catalog items                  7.5. - Create up to 3 new Catalog Items (up to 20 variables each)                      with custom workflows or Flow Designer Flows</p>
<p><b>8. Change Management</b></p>	<p>8.1. - Form Views and List Views                  8.2. - Field Actions (Mandatory, Read-Only, Conditional                      Visibility)                  8.3. - Custom Fields (up to 15 total new fields or modifications)                  8.4. - Access Controls                  8.5. - State Labels                  8.6. - Change Advisory Board (CAB) Process                  8.7. - Change Process by Change Type (Normal, Standard,                      Emergency)                      8.7.1. -- Creation                      8.7.2. -- Review and Authorization                      8.7.3. -- Post-Implementation Review                      8.7.4. -- Closure                  8.8. - On-Hold Procedure                  8.9. - Overdue Change Procedure                  8.10. - Ability to Copy a Change Request                  8.11. - Standard Change Catalog &amp; Template Request Process                      (up to 3 Standard Change Templates)                  8.12. - Risk Calculation and Risk Assessment                  8.13. - Conflict Detection                  8.14. - Blackout Schedules                  8.15. - Maintenance Schedules                  8.16. - Notifications (up to 5)                  8.17. - Reports and Homepages</p>

	<p>8.18. - CAB Workbench              8.18.1. -- CAB Definition and Schedule (up to 2)              8.18.2. -- Create Occurrences of Meetings</p>
<p><b>9. ITSM Service Operations Workspace</b></p>	<p>9.1. - Configure Branding and Theme (*limited to colors and font)              9.2. - Tab Configurations              9.3. - Lists              9.3.1. -- Categories and Filters              9.4. - Forms              9.4.1. -- Headers              9.4.2. -- Ribbon UX              9.4.3. -- Ribbon Widgets (up to 2)              9.4.4. -- Lookup and Verify              9.4.5. -- Fields (up to 8 new fields or modify)              9.4.6. -- Create Form Templates (up to 2)              9.4.7. -- Form UI and UX Actions (up to 4 new or modify)              9.5. - Search Sources              9.6. - Notifications (up to 4 new or modify)</p>
<p><b>10. Now Mobile App (Requestors)</b></p>	<p>10.1. - Install ServiceNow NowMobile App Screens and Applet Launcher              10.2. - Configure App Theming to match County's Branding and Portal              10.3. - Integrate with existing SSO solution              10.4. - Configure Request              10.4.1. -- Submit catalog item              10.4.2. -- Check on status of open RITMs              10.4.3. -- Comment and add Attachments              10.5. - Configure Knowledge              10.5.1. -- Browse Knowledge base              10.6. - Push Notifications (up to 4)              10.7. My Asset - ability to view assets that are assigned to app user and report issues</p>

<p><b>11. Mobile Agent App (Fulfillers)</b></p>	<ul style="list-style-type: none"> <li>11.1. - Install and configure Mobile Agent</li> <li>11.2. - Integrate with existing SSO solution</li> <li>11.3. - Configure App Theming</li> <li>11.4. - Configure Request                         <ul style="list-style-type: none"> <li>11.4.1. -- Submit catalog item</li> <li>11.4.2. -- Check on status of SC Task</li> <li>11.4.3. -- Complete SC Task</li> <li>11.4.4. -- Update work notes / comments of SC Task and add Attachments</li> <li>11.4.5. -- Catalog Item Approval and Rejection</li> </ul> </li> <li>11.5. - Configure Knowledge                         <ul style="list-style-type: none"> <li>11.5.1. -- Browse Knowledge base</li> </ul> </li> <li>11.6. -- Push Notifications (up to 4)</li> </ul>
<p><b>12. Employee Center Configuration</b></p>	<ul style="list-style-type: none"> <li>12.1. - Configure Branding and Theme (Basic)</li> <li>12.2. - Configure OOB Header/Footer/Navigation Bar and Menus</li> <li>12.3. - Existing Home Page/Widget Configuration</li> <li>12.4. - Identify Employee Center Taxonomy                         <ul style="list-style-type: none"> <li>12.4.1. -- Define Topics</li> <li>12.4.2. -- Define Subtopics</li> </ul> </li> <li>12.5. - Create up to two (2) topics for use on Topic Pages (Ex: IT, HR, Procurement, etc.)</li> <li>12.6. - Configure Topic Pages (Up to 2)                         <ul style="list-style-type: none"> <li>12.6.1. -- Configure Quick Links (Up to 3)</li> <li>12.6.2. -- Connect up to ten (10) knowledge base articles are tied to a specific topic</li> <li>12.6.3. -- Connect up to five (5) catalog items are tied to a specific topic</li> </ul> </li> </ul>
<p><b>13. AI Search</b></p>	<ul style="list-style-type: none"> <li>13.1. - Activate plugin</li> <li>13.2. - Request provisioning</li> <li>13.3. - Assign roles for AI Administrators</li> <li>13.4. - Define indexed sources up to (2)</li> <li>13.5. - Define search sources up to (5)</li> <li>13.6. - Define search profiles up to (3)</li> <li>13.7. - Define search application configurations</li> <li>13.8. - Enable and configure AI Search in Now Platform applications</li> </ul>

<b>GlideFast Remote Services (GRS)</b>	
<b>14. GlideFast Remote Services can be utilized for the following activities including any of the following:</b>	14.1. - Business process consulting 14.2. - Architectural design/review 14.3. - Business analysis/requirements gathering 14.4. - Development work, including any assistance needed with custom applications 14.5. - Strategic planning and production of process roadmaps 14.6. - Strategic planning and production of architectural roadmaps 14.7. - Platform management 14.8. - Ad-hoc administrative assistance 14.9. – Training
<b>15. The initial, primary focus of work is expected to include:</b>	15.1. Technical support and enhancements for Customer’s implementation of ITSM post Go-Live

**3.2 Approach:  
GlideFast Engagement Methodology:**

<p><b>Initiate</b></p> <ul style="list-style-type: none"> <li>• County Access</li> <li>• Project Checklist</li> <li>• Project Pre-Planning</li> <li>• Project Kick off</li> <li>• Workshop Scheduling</li> <li>• Initial Project Timeline</li> </ul>
<p><b>Plan</b></p> <ul style="list-style-type: none"> <li>• Conduct Workshops</li> <li>• County Input &amp; Decisions</li> <li>• Gather Requirements</li> <li>• Create Stories</li> <li>• County Approval on Stories</li> <li>• Scope Rebalancing</li> <li>• Initial Overall Sprint Plan</li> </ul>
<p><b>Execute</b></p> <ul style="list-style-type: none"> <li>• Sprint Planning</li> <li>• Sprint Development</li> <li>• Sprint Unit Testing</li> <li>• Sprint Review/Demo</li> <li>• County Feedback &amp; Approval on Demo</li> </ul>
<p><b>Deliver</b></p> <ul style="list-style-type: none"> <li>• User Acceptance Testing</li> <li>• Admin Knowledge Transfer</li> <li>• Go-Live Checklist</li> </ul>

- Go-Live Event
  - Production Support
- Close**
- Project Retrospective
  - Lessons Learned
  - County Satisfaction Survey
  - Case Study

The following is an estimate of this engagement’s schedule with activities identified for each week:

John Wayne Airport (SNA)   ITSM Implementation		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Week #		
<b>INITIATE</b>																				
Prepare for Engagement		●	■																	
Kickoff Engagement		●	■																	
Conduct Readiness Review		●	●																	
Prepare Workshop Materials		●	●																	
<b>PLAN</b>																				
Conduct Interviews and Workshops			●	●	■															
Refine Requirements					●															
Create Stories					●															
Review and Gain Approval of Stories for Development					●															
Conduct Sprint Planning					●															
Establish Testing Approach					●															
Prepare Project Plan					●															
<b>EXECUTE</b>																				
<b>Core Platform Configuration &amp; CMDB</b>																				
Core Configuration						●	■	■	■	■	■	■	■	■	■	■	■	■	■	
Configuration Management Database (CMDB)						●	●	■	■	■	■	■	■	■	■	■	■	■	■	
Prepare infrastructure for MID Servers and Configuration/Deployment						●	●	■	■	■	■	■	■	■	■	■	■	■	■	
CMDB Integration with 3rd Party tools where use cases align								●	●	●	●	■	■	■	■	■	■	■	■	
<b>IT Service Management (ITSM)</b>																				
Incident Management						●	●	■	■	■	■	■	■	■	■	■	■	■	■	
Knowledge Management						●	●	■	■	■	■	■	■	■	■	■	■	■	■	
Request Management (Service Catalog)								●	■	■	■	■	■	■	■	■	■	■	■	
Change Management								●	●	■	■	■	■	■	■	■	■	■	■	
ITSM Service Operations Workspace									●	●	■	■	■	■	■	■	■	■	■	
Now Mobile App (Requestors)										●	●	■	■	■	■	■	■	■	■	
Mobile Agent App (Fulfillers)											●	●	■	■	■	■	■	■	■	
Employee Center Configuration											●	●	■	■	■	■	■	■	■	
AI Search												●	●	■	■	■	■	■	■	
SDLC Activities for All Development Activities Above						●	●	●	●	●	●	●	■	■	■	■	■	■	■	
<b>DELIVER</b>																				
Unit Testing Remediation													●	●	■	■	■	■	■	
User Acceptance Testing (UAT)													●	●	●	■	■	■	■	
UAT Remediation													●	●	●	■	■	■	■	
Retest/Demo													●	●	■	■	■	■	■	
Prepare Training Materials (if training included)													●	●	■	■	■	■	■	
Produce Knowledge Transfer Materials for ServiceNow Administrators														●	■	■	■	■	■	
Go-Live Communication Support															●	●	■	■	■	
Conduct Knowledge Transfer for ServiceNow Administrators																●	■	■	■	
Deliver Training																	●	■	■	
Go-Live																		●	■	
Production Support																			●	
<b>CLOSE</b>																				
Project Retrospective and Closure																				●

The following is an estimate of this engagement’s GlideFast Remote Services (GRS) post production support and enhancements schedule and duration.

Resources	Targeted Weekly (Hours)	Total Duration (Weeks)	Estimated Total Effort (Hours)
Technical Consultant	20	12	240
Customer Success Manager	-	-	-
<b>Totals</b>	<b>20</b>		<b>240</b>

**3.3 Deliverables:**

Deliverables for this project are identified and defined below:

Deliverables	Description
<b>Engagement Startup Checklist</b>	The Engagement Startup Checklist is a list of activities and items that County needs to complete prior to the start of the project. This checklist commonly includes items required in order to start construction.
<b>Project Kickoff Presentation</b>	Project Kickoff Presentation establishes the “What?” and “Why?” we are doing this project at County, the “Who?” will be involved and what expectations people can have regarding their involvement, and the “How?” we are going to work together throughout the project.
<b>Weekly Status Reports</b>	Weekly project status reports that contain the following: <ul style="list-style-type: none"> <li>• Weekly Accomplishments</li> <li>• Upcoming Activities</li> <li>• Action Items</li> <li>• Risks and Blockers</li> <li>• Project Burndown</li> </ul>
<b>High Level Design (HLD)</b>	High-level architectural design of the proposed solution, delivered in the Plan phase as part of Sprint Planning activities.
<b>Software Development Lifecycle (SDLC) Activities</b>	SDLC activities occur iteratively during development and include: <ul style="list-style-type: none"> <li>• Sprint Review/Demo</li> <li>• Unit Testing</li> <li>• Remediation</li> <li>• Sprint Planning</li> </ul>
<b>User Stories</b>	GlideFast utilizes an agile approach development methodology. A final export of all Stories will be provided upon conclusion of the engagement. All Stories will include the story, acceptance criteria, and technical solution. The story and acceptance criteria shall be documented and agreed upon prior to the start of development. Acceptance Criteria must be defined by County to avoid ambiguity and miscommunication of requirements. The technical solution is defined and updated throughout development by GlideFast.

<b>End to End Demo</b>	Solution demo at the end of the last sprint, before UAT
<b>Technical Design Documentation</b>	Captures the “as built” technical aspects of the delivered functionality, including high-level architecture, business rules, script includes, and integrations. This also includes a completed catalog of the delivered stories with a technical summary of each. This document is used to ensure an understanding of what each story accomplished is transferred to the County team.
<b>Update Sets</b>	All configurations are managed via ServiceNow Update Sets. An update set is a group of customizations that can be moved from one instance to another.
<b>Deployment Runbook</b>	A comprehensive, detailed document that outlines all the steps, processes, roles, and timelines for a successful go-live, including update sets, manual configurations, validation steps, and rollback plans.
<b>Known Errors / Defects</b>	Documented Known Errors / Defects that arose during Construction and any that will be present after Production release (go-live). GlideFast will also maintain a backlog list of requested/recommended enhancements for delivery at the end of the project.
<b>Go Live Checklist</b>	Completed Go-Live Checklist; the purpose of this document is to detail required information and steps to transition County to their production environment.

**3.4 Workshops:**

**A breakdown of workshops to take place during this engagement is defined below:**

<b>Title</b>	<b>Estimated Duration</b>	<b>Output</b>
Core	Up to 2 hours	Documented stories in Agile Development application.
Incident Management	Up to 4 hours	Documented stories in Agile Development application.
Problem Management	Up to 2 hours	Documented stories in Agile Development application.
Knowledge Management	Up to 2 hours	Documented stories in Agile Development application.
CMDB	Up to 2 hours	Documented stories in Agile Development application.
Change Management	Up to 4 hours	Documented stories in Agile Development application.
Service Portal	Up to 2 hours	Documented stories in Agile Development application.

**3.5 Resourcing:**

**County will provide the following resources for the project:**

<b>County Resources</b>	<b>Responsibilities</b>
<b>Engagement Sponsor</b>	Senior member of County’s organization who: Serves as champion for the engagement Obtains budgets for the engagement Accepts responsibility for issues escalated from County’s Executive Sponsor Signs off on documents Serves as primary decision-maker when required
<b>Project Manager</b>	The Project Manager (PM) interfaces with the GlideFast Engagement Manager throughout the engagement. The PM: Coordinates meetings Co-manages the project timeline Participates in status reports and escalations
<b>Communications Lead</b>	The Communications Lead serves as the main interface or internal OCM expert who will help craft and deliver the messaging to County resources per the communication plan.
<b>Key Stakeholders</b> <i>[Working Sessions]</i>	During working sessions, key stakeholders needed for County include leadership staff, product owner, process owners and business owners to support discussions and requirements gathering for all development areas.
<b>Business Process Owners/Subject Matter Experts (SMEs)</b> <i>[Breakout Sessions]</i>	During breakout sessions, individuals with a vested interest in the success of the engagement may either be directly involved with implementation processes or benefit from its results.
<b>Individual Contributors</b>	Individual contributors attuned to the demographics of County provide scenarios of experience as a consumer of all services related to the Statement of Work.
<b>System Administrator</b>	The System Administrator has a fundamental understanding of the product toolset(s) including the product(s) required for integration.

**GlideFast will provide the following resources for the project:**

<b>GlideFast Resources</b>	<b>Responsibilities</b>	<b>Qualifications</b>
<b>Executive Sponsor/ Product Associate Vice President (AVP)</b>	Serves as the key escalation point with proximity to resources and product. Aligns closely to the ServiceNow product teams and support. Supports and backs up the Executive Sponsor and Program Manager to facilitate cohesive leadership. Offers expert technical and process guidance to project team and County stakeholders.	

	<p>Provides immediate feedback loop to GlideFast delivery and resource management. This resource is non-billable to the County.</p>	
<p><b>Engagement Manager</b></p>	<p>Manages the program-level activities and reporting across all workstreams to achieve County business outcomes Serves as critical interface to County leaders, governance boards, and additional stakeholders Provides day-to-day oversight of resources and project schedule. Proactively identifies and resolves risks and issues to support program success Provides timely feedback to County and senior executives.</p>	<p>1+ year ServiceNow platform experience 2+ year Project Management experience</p>
<p><b>Business Process Consultant</b></p>	<p>Collaborates with your team, facilitating engaging sessions to design and document your essential requirements ensuring that the system is tailored to your unique business requirements. Leads comprehensive review of your current processes and finds ways to connect them to your desired business outcomes, ensuring a smooth transition. Provides guidance on aligning your processes with industry- wide standards and leveraging ServiceNow's best practices to optimize efficiency and effectiveness. Facilitates meetings with key stakeholders and subject matter experts, focusing on specific process areas to gather insights and ensure collaboration. Analyzes current processes holistically and bridges the gap between current process and ServiceNow process. Advises on alignment to industry wide and/or ServiceNow best- practices. Owns the creation of stories in partnership with the Architect. Leads meetings with stakeholders for specific process areas. Manages story maturity within the engagement timeline. Audits stories to ensure the co-creation of value is achieved per the requirements.</p>	<p>3+ years ServiceNow platform experience 5+ years ITSM experience 3+ years process design experience</p>

<p><b>Technical Architect</b></p>	<p>Leads the overall design of the solution taking into consideration key dates and targeted business goals.                  Helps stakeholders understand the technical path and roadmap for ServiceNow applications and platform.                  Steers stakeholders away from over-customization.                  Provides guidance on how the OOTB solution could fit needs and provide sustainability.                  Understands the platform capabilities in relation to stakeholder requirements for the project.                  Guides the development and envisions the final solution to align to original goals.</p>	<p>5+ years ServiceNow platform experience                  5+ years ITSM experience                  3+ years ServiceNow implementation experience</p>
<p><b>Technical Consultant</b></p>	<p>Facilitates and conducts effective implementation of solutions.                  Reviews requirements and maps relevance to enterprise tools and applications.                  Configures solutions to meet County’s needs and project deliverables.</p> <ul style="list-style-type: none"> <li>• Leverages Agile practices, leads work sessions, organizes, and prioritizes development efforts.</li> </ul>	<p>2+ years ServiceNow platform experience                  3+ years ITSM experience</p>
<p><b>Training Consultant</b></p>	<p>Develops comprehensive training plan and deliverables.                  Train County personas/roles directly or via train the trainer.                  Facilitates train the trainer sessions.                  Creates final training documentation.                  Creates training recordings.</p>	<p>1+ years ServiceNow platform experience                  2+ years Training experience</p>

**ATTACHMENT C**  
**COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY GUIDELINES**  
**(SEPARATE ATTACHMENT)**



**REGIONAL COOPERATIVE AGREEMENT  
 CONTRACT NUMBER RCA-017-25010020  
 BETWEEN  
 COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
 AND  
 CARAHSOFT TECHNOLOGY CORPORATION  
 FOR  
 SOFTWARE SOLUTIONS AND SERVICES**

This Regional Cooperative Agreement (RCA), hereinafter “Contract” is made and entered by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Carahsoft Technology Corporation with a place of business at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

**ATTACHMENTS**

This Contract is comprised of these following Attachments, which are incorporated herein:

- Attachment A - Scope of Work
- Attachment B – Compensation, Fees, and Payment
- Attachment C – Region 4 Education Center and OMNIA Partners Contract #R240303

**RECITALS**

**WHEREAS** Region 4 Education Service Center and OMNIA Partners have issued Contract #R240303, hereinafter “Region 4/OMNIA Contract” with Carahsoft Technology Corporation for Software Solutions and Services, effective January 1, 2025, through and including December 31, 2027; and,

**WHEREAS** County desires to enter into a Contract with Contractor to provide the County with Software Solutions and Services: and,

**WHEREAS** Contractor agrees to provide Software Solutions and Services to County in accordance with the terms, conditions, scope of services, and pricing of the Region 4/OMNIA Contract #R240303, and,

**WHEREAS** County agrees to pay Contractor in accordance with the Region 4/OMNIA Contract #R240303.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

“Region 4 Education Center” and/or “OMNIA Partners” as used in Attachment C shall mean “County of Orange”, “County”, its employees and authorized representatives for purposes of this Contract.

**GENERAL TERMS AND CONDITIONS:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure

Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance. In some instances, Payment shall be made in advanced.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for

payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations. The rights, obligations, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage

required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

If Contractor's Pollution Liability policy is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following completion of contract.

Insurance certificates should be emailed to [CEOPOInsurance@ocgov.com](mailto:CEOPOInsurance@ocgov.com).

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange  
c/o: CEO/County Procurement Office  
Attn: Insurance  
400 W. Civic Center Dr. 5<sup>th</sup>  
Santa Ana, CA 92701

Any insurance documents not addressed as shown above will be "Return to Sender".

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight (F.O.B. Destination):** Intentional omitted.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**ADDITIONAL TERMS AND CONDITIONS:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure software solutions and services from Contractor as further detailed in Attachment A Scope of Work and Attachment C Region 4/OMNIA Contract #R240303 which are identified and incorporated herein by this reference.
2. **Term of Contract:** Contract shall commence upon execution of all signatures and continue to be in effect through **December 31, 2027**, unless otherwise terminated by County. This Contract may be renewed, by mutual written agreement of Parties, contingent upon renewal of the Region 4/OMNIA Contract #R240303. The County does not have to give a reason if it elects not to renew.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein.
  - b) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

7. **Compliance with County Information Technology Policies and Procedures:**

**Policies and Procedures:** Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures attached hereto as Attachment C and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

- a. **Security and Policies:** All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
- b. **Information Access:** The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.
- c. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- d. **Breach of Security:** Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
- e. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent

that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

- f. **Security Audits:** Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.
8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
- The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
10. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.
11. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this

Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

12. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
13. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
14. **Default:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
15. **Disputes – Contract:**
  - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    - 1) Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
    - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract.

The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
  4. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
  5. The Contractor has made false certification, or
  6. The Contractor violates the certification by failing to carry out the requirements as noted above.
17. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
18. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not

discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

19. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
20. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
21. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
22. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Carahsoft Technology Corporation  
 Attn: Benjamin Rader  
 11493 Sunset Hills Road, Suite 100  
 Reston, VA 20190  
 Phone: (703) 889-9872  
 Email: Benjamin.Rader@Carahsoft.com

County: County of Orange  
 Attn: Jeff Miller, Deputy Purchasing Agent  
 400 W. Civic Center Dr  
 Santa Ana, CA 92701  
 Phone: (714) 796-8329  
 Email: [Jeff.Miller@ocgov.com](mailto:Jeff.Miller@ocgov.com)

23. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.
24. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
25. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
26. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
27. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.
28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

**29. Security – Youth Detention Facilities/Sheriff’s Facilities:**Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff’s facility. The Contractor shall prepare and submit an information form to the County’s project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the contractor’s start of work. These information forms will be provided by the County’s project manager upon request and will be screened by the County’s Probation Department and/or Sheriff’s Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation and/or Sheriff’s Department. Neither the County, the Probation Department, nor the Sheriff’s Department need give a reason clearance is denied.

Performance Requirements:

All Contractor’s vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in contractor’s possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff’s facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor’s employees shall NOT:

1. Give names or addresses to inmates.
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate).
3. Disclose the identity of any inmate to anyone outside the facility.
4. Give any materials to inmates; or
5. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor’s employees shall not smoke or use profanity or other inappropriate language while on site. Contractor’s employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor’s employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor’s personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each workday.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
3. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a Contractor’s employee is delayed or cancellation is necessary, the designated on-site coordinator or the County’s project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

30. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
32. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
33. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**CARASOFT TECHNOLOGY CORPORATION**

\*Pursuant to California Corporation Code Section 313, if the Contracting Party is a Corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President, and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. In the Alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

Natalie LeMay

State & Local Contracts Manager

Print Name

Title

Signed by:

2/24/2025

*Natalie LeMay*  
F2854BC54CF2499...

Date

Robert R. Moore

Vice President

Print Name

Title

DocuSigned by:

2/21/2025

*Robert R. Moore*  
A8FDBA7CEA5A4BC...  
Signature

Date

\*\*\*\*\*

**COUNTY OF ORANGE, a political subdivision of the State of California**

Jeff Miller

Deputy Purchasing Agent

Print Name

Title

DocuSigned by:

2/24/2025

*Jeff Miller*  
2806FD20B80647C...

Date

\*\*\*\*\*

## ATTACHMENT A SCOPE OF WORK

### 1. BACKGROUND

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide software solutions and services to the County in accordance with the software solutions and services under the Region 4/OMNIA Contract #R240303, including Attachment A-Scope of Work. During the Contract term, Contractor shall be responsible to provide quotes as expeditious as needed. Any quote is provided on as needed basis.

### 2. CONTRACT GENERAL REQUIREMENTS:

- 2.1. Contractor is to provide County with Software Solutions and Services in accordance with the Region 4/OMNIA Contract #R240303, including Attachment A-Scope of Work.
- 2.2. Contractor shall provide quotes for products and/or services being offered under the Region 4/OMNIA Contract #R240303. All quotes shall reference and be in accordance with pricing in the Region 4/OMNIA Contract #R240303.
- 2.3. Contractor shall provide a support team that consists of experienced, knowledgeable and well-trained personnel to answer all County inquires, questions and quote requests in a timely manner.
- 2.4. Contractor's trainings offered under the Region 4/OMNIA Contract #R240303 shall be extended to County of Orange staff under the same terms and conditions, including, but not limited to: virtual trainings for County users, on-demand eLearning training, custom training video development and certification courses at the rates set forth in the Region 4/OMNIA Contract # R240303. Training dates, locations, and times shall be scheduled and requested by each County's Site Coordinator as needed.
- 2.5. Contractor shall provide a copy of an updated price list approved by Region 4/OMNIA Contract # R240303 up to once a year. Approval of revised price list requires County approval.

### 3. QUOTES:

- 3.1. Departments shall contact Contractor's Account Manager Specialist for all quotes or inquiries. Contractor's Account Manager Specialist may re-direct any query or question to another team member that is a subject matter expert in the matter for further assistance.
- 3.2. Contractor shall receive an oral and/or written request from County with specifications and/or a scope and requirements for software solutions and services desired for quoting. All quoted products/services must be covered under the Region 4/OMNIA Contract #R240303.
- 3.3. Contractor shall provide direct quotes for all software solutions and services as per the Region 4/OMNIA Contract #R240303. County shall not accept third-party quotes.

If Contractor is unable to provide a quote for software or services requested, County reserves the right to obtain proposals/quotes from other alternate sources for the acquisition of software and/or services.

### 4. ORDERS:

- 4.1. Contractor must obtain either a one-time Purchase Order for commodity purchases and/or a signed Contract for any service prior to accepting the order.

- 4.2. Departments shall provide a delivery address with all orders for product delivery and/or invoicing. If electronic delivery, County shall provide electronic delivery instructions, including email address.
- 4.3. Software License Agreement Purchases Only: Departments must place an order for software prior to the expiration or termination of this Contract, but the term of the software license agreement may extend up to one year beyond the then-current expiration date of this Contract. Notwithstanding the expiration or earlier termination of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to the order of such software license agreement and shall continue in effect for the duration of the software license agreement. Contractor agrees to perform in accordance with the terms and conditions of this Contract for the duration of the software license agreement term.
- 4.3.1. Contractor must submit invoices for all Purchase Orders for software license agreements prior to the expiration or termination of this Contract.
- 4.3.2. This Paragraph 4.3 does not impact the term of the Contract. Subordinate Agreements, and PO/CT's issued against the County Regional Cooperative Agreement must co-terminate with the County RCA contract end dates.
- 4.3.3. For purposes of this Paragraph 4.3, "Software License Agreement" shall involve agreements that govern the County's right to install one or more copies of a particular software on the County's information technology infrastructure with the County generally retaining control of any County data the software stores and processes. Such agreements are generally referred to as End User License Agreements or Enterprise Agreements. "Software License Agreement" **does not** include agreements that use the internet or other telecommunications links to provide on-demand, self-service access to software or other technology resources (e.g., networks, servers, storage applications and services) available from a remote location and, frequently, to store County data on the remote system. Such agreements are generally referred to as Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), and Platform-as-a-Service (PaaS) and involve remote access to software rather than the installation of software copies on the County's information technology infrastructure.

## 5. **E-DELIVERIES:**

- 5.1. Most Software purchases are available for electronic delivery; unless there is a service component or other arrangements are made between Contractor and County. Contractor will send an email to the requesting Party to confirm order, which will need to be accepted accordingly. Any terms linked to the email are not applicable to this Contract - Any provision or unilateral terms that Contractor may issue, irrespective of whether any such provisions or terms may be affixed to or accompany the goods and/or services being purchased, are not valid or binding on County unless authorized by County in writing in an amendment to this Contract.
- 5.2. When software is available for electronic delivery, County shall include the following language on the purchase order under the extended description:

All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency.

**ATTACHMENT B  
COMPENSATION, FEES, AND PAYMENT**

1. **COMPENSATION:** This is a fixed fee price Contract between the County and Contractor for goods/services as provided under the Region 4 OMNIA Contract #R240303.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

**County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C of the County Contract Terms and Conditions.**

2. **FEES:** Contractor shall provide pricing according to the most current Region 4 ESC-TX/OMNIA Contract #R240303 price list.
3. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
4. **PAYMENT TERM:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
5. **REFUNDS/ADVANCE PAYMENT:** a) Payment may be made in advance, after acceptance by the County, b) Should the contract be terminated prior to the expiration date by the Contractor or by the County for cause – to include failure to deliver services as promised, Contractor shall promptly refund to County one-twelfth (1/12) of the annual fee paid in advance, for the terminated services for each month remaining in the Contract period, which shall be computed based upon the date of written of termination.
6. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **PAYMENT - INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

Invoices and support documentation are to be forwarded as indicated on each PO/CT Document or Subordinate Contract.

8. **ELECTRONIC FUNDS TRANSFER(EFT):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact, Auditor-Controller-Compliance Vendor Administration via e-mail at [Admin.Vendor@ac.ocgov.com](mailto:Admin.Vendor@ac.ocgov.com).

**ATTACHMENT C**  
**REGION 4 EDUCATION CENTER AND OMNIA PARTNERS CONTRACT #R240303**  
(Attached hereto as a separate document)

**Region 4 Education Service Center (ESC)**

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**Contract # R240303**

**for**

**Software Solutions and Services**

**with**

**Carahsoft Technology Corporation**

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Effective: January 1, 2025

The following documents comprise the executed contract effective: January 1, 2025

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. [FILLER TEXT]
- IV. [FILLER TEXT]
- V. [FILLER TEXT]

## **APPENDIX A**

### **Contract**

*This Contract ("**Contract**") is made as of December 17, 2024 by and between Carahsoft Technology Corporation Contractor) and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Carahsoft Technology Corporation

Address 11493 Sunset Hills Road, Suite 100,

City/State/Zip Reston, VA 20190

Telephone No. 703.871.8500

Email Address Sales@carahsoft.com

Printed Name Jennifer Kanach

Title Secretary

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_R240303

Initial Contract Term 1/1/2025 to 12/31/2027

  
Region 4 ESC Authorized Board Member

12/17/2024  
Date

Linda Tinnerman  
Print Name

  
Region 4 ESC Authorized Board Member

12/17/2024  
Date

Victor E. White  
Print Name



## 24-03 Addendum 4

### Carahsoft Technology Corporation

### Supplier Response

#### Event Information

Number: 24-03 Addendum 4  
Title: Software Solutions and Services  
Type: Request for Proposal  
Issue Date: 4/24/2024  
Deadline: 6/13/2024 02:00 PM (CT)  
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:  
[region4esc.ionwave.net](http://region4esc.ionwave.net).

**No manual, emailed, or faxed proposals will be accepted.**

#### **NON-MANDATORY PRE-PROPOSAL CONFERENCE**

Meeting to be held on  
Thursday, May 9, 2024 at 11:00 am  
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

## Contact Information

Attachment A

Address: Finance and Operations  
7145 West Tidwell Road  
TX 77092

Email: [questions@esc4.net](mailto:questions@esc4.net)

**Carahsoft Technology Corporation Information**

Address: 11493 Sunset Hills Road, Suite 100,  
Reston, VA 20190  
Phone: (703) 871-8500

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennifer Kanach

*Signature*

Submitted at 6/13/2024 11:43:01 AM (CT)

Proposals@carahsoft.com

*Email*

**Requested Attachments****OFFER AND CONTRACT SIGNATURE FORM**

Carahsofts Offer and Contract  
Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

**Appendix B - Terms & Conditions Acceptance Form**

Carahsofts Appendix B Terms &  
Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

**Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy**

Carahsofts Acknowledgment and  
Acceptance of Region 4 ESCs  
Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

**Products and Pricing**

Carahsofts Response to Region 4  
ESCs RFP #24-03.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

**Value Add**

*No response*

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

**Additional Agreements Offeror will require Participating Agencies to sign.**

*No response*

Upload any additional agreements offeror will require Participating Agencies here.

**Antitrust Certification Statements**

Carahsofts Antitrust Certification  
Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

**Certificate of Interested Parties (Form 1295)**

Carahsofts 1295 Form.pdf

Must complete the form online at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Texas Government Code 2270 Verification Form**

Carahsofts Texas Government  
Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

**Diversity Program Certifications**

*No response*

If there are any diversity programs, provide a copy of their certification.

**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

No response Attachment A

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

**Minority Women Business Enterprise Certification**

No response

Please upload Minority Women Business Enterprise Certification if applicable.

**Historically Underutilized Business (HUB) Certification**

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

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

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

**Other recognized diversity certificate holder**

No response

Please upload other recognized diversity certificate holder if applicable.

**Submit FEIN and Dunn & Bradstreet report.**

Carahsofts 2022 Financial Statement Paragraph - D&B Writeup.pdf

Upload FEIN and Dunn & Brandstreet report here.

**OMNIA Partners - Exhibit F Federal Funds Certifications**

Carahsofts Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

**OMNIA Partners - Exhibit G New Jersey Business Compliance**

Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

**Bid Attributes**

<b>1</b>	<p><b>Oral Communication</b></p> <p>Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>
<b>2</b>	<p><b>Scope of Work</b></p> <p>Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>
<b>3</b>	<p><b>Terms and Conditions</b></p> <p>Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>

<b>4</b>	<b>Products/Pricing - Upload on Response Attachments Tab</b>	Attachment A
<p>Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)</p> <ul style="list-style-type: none"> <li>• Manufacturer Part #</li> <li>• Offeror's Part # (if different from manufacturer part #)</li> <li>• Description</li> <li>• Manufacturers Suggested List Price and Net Price</li> <li>• Net price to Region 4 ESC (including freight)</li> <li>• List all categories that you are offering</li> </ul>		

<b>5</b>	<b>Is pricing available for all products and services?</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>6</b>	<b>Describe any shipping charges (where applicable).</b>
<p>All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.</p>	
<div style="border: 1px solid black; padding: 2px;">Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.</div>	

<b>7</b>	<b>Provide pricing for warranties on all products and services.</b>
<div style="border: 1px solid black; padding: 2px;">All products and services come with an initial warranty included in the price. Additional warranties are available upon request.</div>	

<b>8</b>	<b>Describe any return or restocking fees.</b>
<div style="border: 1px solid black; padding: 2px;">We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.</div>	

<b>9</b>	<b>Describe customer fulfillment process.</b>
<div style="border: 1px solid black; padding: 2px;">Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement. When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received. Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Please see Products and Pricing Response.</div>	

<b>10</b>	<b>Discounts or Rebates</b>
<p>Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.</p>	
<div style="border: 1px solid black; padding: 2px;">Additional discounts can be provided on a deal-by-deal basis.</div>	

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**Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

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**Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

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**Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

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**Future Product Introductions**

Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

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**Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

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**Appendix D, Exhibit A, OMNIA Partners Response for National Contract**

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

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**Appendix D, Exhibit B, OMNIA Partners Administration Agreement**

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.

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**Appendix D, Exhibits F and G**

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

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**Emergency Orders**

Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

<b>20</b>	<p><b>What is Offeror's average Fill Rate?</b></p> <p>We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.</p>	Attachment A
<b>21</b>	<p><b>What is Offeror's average on time delivery rate?</b></p> <p>Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.</p>	
<b>22</b>	<p><b>Describe Offeror's return and restocking policy.</b></p> <p>We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.</p>	
<b>23</b>	<p><b>Describe Offeror's ability to meet service and warranty needs.</b></p> <p>All products and services come with an initial warranty included in the price. Additional warranties are available upon request.</p>	
<b>24</b>	<p><b>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</b></p> <p>Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care</p>	
<b>25</b>	<p><b>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</b></p> <p>Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.</p>	
<b>26</b>	<p><b>Describe Offeror's contract implementation/customer transition plan.</b></p> <p>During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.</p>	
<b>27</b>	<p><b>Describe the financial condition of Offeror.</b></p> <p>As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from \$4M in bookings to more than \$16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a \$25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres</p>	

**28 Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as: - Contract Information - Contract FAQ Document - Product Information - Catalog/ Pricelist Information - Additional Contractual Information. The following are examples of Dedicated Websites for current Carahsoft contracts: - Department of Defense ESI BPA Contract # N00104-12-A-ZF31 (<http://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-desktop-bpa-contract-n00104-12-zf31>) - Department of Navy ESI BPA Contract (<https://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-bpa-contract-n00104-12-zf31>) - NASA SEWP V Contract # NNG15SC03B/NNG15SC27B (<http://www.carahsoft.com/buy/sewp>)

**29 Describe the Offeror's safety record.**

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

**30 Provide a brief history of the Offeror, including year it was established and corporate office location.**

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization. The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing. More information in our Products and Pricing response.

**31 Describe Offeror's reputation in the marketplace.**

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: <http://www.carahsoft.com/awards> ? Top Ranked GSA Schedule 70 Contract holder for software ? #22 on Washington Business Journal's Largest Government Contractors List for 2023 ? #31 on Washington Technology's Top 100 Government Contractors List for 2023 ? Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abo

**32 Describe Offeror's reputation of products and services in the marketplace.**

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

**33 Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

**34 Describe the experience and qualifications of key employees.**

Craig Abod - Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management / Robert Moore - • Senior Sales Executive with a 15+ year accomplished career track. More information can be found in our Product and Pricing response.

**35 Describe Offeror's experience working with the government sector.**

Attachment A

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at [www.carahsoft.com/contracts/index.php](http://www.carahsoft.com/contracts/index.php).

**36 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Carahsoft does not have any such actions.

**37 Indicate if Offeror is licensed to do business in all 50 states.**
 Yes

 No
**38 Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts. We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers. Please see Products and Pricing Response.

**39 References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find 3 references and Carahsoft's request to provide further information upon award in our Product and Pricing response. \*\*Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).\*\*

**40 Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC: 1. Dedicated Account Manager 2. Program Management 3. Training Webcasts & Access to Carahsoft Facilities 4. Proactive Marketing of the Contract 5. Monthly/Quarterly Reports 6. Dedicated Phone Lines & Live Chat 7. Dedicated Contract Microsite 8. Dedicated Email Address Please find an in-depth description of these bullets in our Products and Pricing response.

**41 Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

**4 2 Past Performance**  
 An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

**4 3 Additional Investigations**  
 Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

**4 4 Pricing Commitment**  
 Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.  
 Yes  
 No

**4 5 Supplier Response**  
 Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**4 6 Brief history and description of Supplier to include experience providing similar products and services.**  
 Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

**4 7 Total number and location of salespersons employed by Supplier.**  
 Carahsoft employees about 3,500 persons.

**4 8 Number and location of support centers (if applicable) and location of corporate office.**  
 Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190

**4 9 Annual sales for the three previous fiscal years.**  
 \$16400000000

**5 0 Annual sales for the three previous fiscal years.**  
 \$12500000000

**5 1 Annual sales for the three previous fiscal years.**  
 \$10600000000

<b>5 2</b>	<b>Describe any green or environmental initiatives or policies.</b>	Attachment A
<p>Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, the lights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center. Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.</p>		

<b>5 3</b>	<b>Diversity Programs</b>	
<p>Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.</p>		
<p>Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBE or SDVOB certified businesses.</p>		

<b>5 4</b>	<b>Minority Women Business Enterprise</b>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

<b>5 5</b>	<b>If yes, list certifying agency:</b>	
<p><i>No response</i></p>		

<b>5 6</b>	<b>Small Business Enterprise (SBE) or Disadvantaged Business Enterprise</b>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

<b>5 7</b>	<b>If yes, list certifying agency:</b>	
<p><i>No response</i></p>		

<b>5 8</b>	<b>Historically Underutilized Business (HUB)</b>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

<b>5 9</b>	<b>If yes, list certifying agency:</b>	
<p><i>No response</i></p>		

<b>6 0</b>	<b>Historically Underutilized Business Zone Enterprise (HUBZone)</b>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

<b>6</b> <b>1</b>	<b>If yes, list certifying agency:</b>	Attachment A
	<i>No response</i>	
<b>6</b> <b>2</b>	<b>Other recognized diversity certificate holder</b>	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b> <b>3</b>	<b>If yes, list certifying agency:</b>	
	<i>No response</i>	
<b>6</b> <b>4</b>	<b>Contractor Relationships</b>	
	List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.	
	As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.	
<b>6</b> <b>5</b>	<b>Describe how supplier differentiates itself from its competitors.</b>	
	Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demand including but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadership group to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.	
<b>6</b> <b>6</b>	<b>Litigation, Bankruptcy or reorganization</b>	
	Describe any present or past litigation, bankruptcy or reorganization involving supplier.	
	Not applicable.	

<b>6</b> <b>7</b>	<p><b>Felony Conviction Notice</b></p> <p>Indicate if the supplier:</p> <ul style="list-style-type: none"> <li>is a publicly held corporation and this reporting requirement is not applicable;</li> <li>is not owned or operated by anyone who has been convicted of a felony; or</li> <li>is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.</li> </ul> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	Attachment A
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<b>6</b> <b>8</b>	<p><b>Debarment or suspension actions</b></p> <p>Describe any debarment or suspension actions taken against supplier.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable.</div>
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<b>6</b> <b>9</b>	<p><b>Distribution, Logistics</b></p> <p>Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.</div>
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<b>7</b> <b>0</b>	<p><b>Distribution</b></p> <p>Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: <a href="https://www.carahsoft.com/buy#state-local">https://www.carahsoft.com/buy#state-local</a></div>
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<b>7</b> <b>1</b>	<p><b>Distribution</b></p> <p>Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.</div>
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<b>7</b> <b>2</b>	<p><b>Logistics</b></p> <p>Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.</div>
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**Logistics**

Attachment A

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

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**Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

7  
5**90-day Plan**

Attachment A

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

i. Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: <https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html> ii. Carahsoft posts all contracts and agreement details on our website at the following link: <https://www.carahsoft.com/buy#omnia-partners-public-sector> Upon award, Carahsoft will add the relevant contract details to the website above. iii. Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following: ? On-Site Events ? Webcasts ? Tradeshow ? Industry conferences ? Email Campaigns ? Digital and Print ads iv. Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement. v. Carahsoft can commit to attend the NIGP Annual Forum. vi. As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications. vii. Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement. viii. Carahsoft has a dedicated OMNIA contract page for our current contract here: <https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources>. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

**7  
6 Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a multitude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

**7  
7 Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- Yes
- No

**7  
8 Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

- Yes
- No

**7  
9 Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

- Yes
- No

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**Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The security and privacy of each of Carahsoft’s employees are of the utmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

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**Sales Force**

Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled “Carahsoft’s Organization Chart”. Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

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**Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

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**Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency’s requesting to account set up, and who will manage any contract administration requirements.

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**Supplier's Customer List**

State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed \$16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

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**System Capabilities and Limitations**

Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

<b>8 6</b>	<p><b>Projected Sales Year One</b></p> <p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p>	Attachment A
	<input style="width: 100%;" type="text" value="\$0"/>	

<b>8 7</b>	<p><b>Projected Sales Year Two</b></p> <p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p>	
	<input style="width: 100%;" type="text" value="\$0"/>	

<b>8 8</b>	<p><b>Projected Sales Year Three</b></p> <p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p>	
	<input style="width: 100%;" type="text" value="\$0"/>	

<b>8 9</b>	<p><b>General Terms and Conditions</b></p> <p>Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>	
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<b>9 0</b>	<p><b>Felony Conviction Notification</b></p> <p>State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".</p> <p>Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".</p> <p>Subsection (c) states "this section does not apply to a publicly held corporation".</p> <p>Use the checkbox associated with this item to identify your status as it relates to this legal requirement.</p> <p><input checked="" type="checkbox"/> Non-Felon - person/owner IS NOT a convicted felon</p> <p><input type="checkbox"/> Not Applicable-firm is a publicly held corporation</p> <p><input type="checkbox"/> Felon - person/owner IS a convicted felon</p>	
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<b>9 1</b>	<p><b>Name of Felon and Nature of Felony, if applicable</b></p> <p>If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.</p> <p>If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.</p>	
	<input style="width: 100%;" type="text" value="N/A"/>	

**9** **Criminal History Records Review of Certain Contract Employees**

Attachment A

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Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

I certify compliance with this attribute.

**9** **Historically Underutilized Business (HUB) Certification**

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Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

**OPTION A:** My business has NOT been certified as HUB.

**OPTION B:** I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A

OPTION B

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4**Disclosure of Interested Parties**

Attachment A

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.**

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

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5**Conflict of Interest Questionnaire**

Attachment A

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.**

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

<b>9 6</b>	<p><b>Entities that Boycott Israel</b></p> <p>Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.</p> <p><i>EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>	Attachment A
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<b>9 7</b>	<p><b>Foreign Terrorist Organizations</b></p> <p>Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>9 8</b>	<p><b>Firearm Entities and Trade Associations Discrimination</b></p> <p>Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.</p> <p><i>APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.</i></p> <p><i>EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>9 9</b>	<p><b>Energy Company Boycott Prohibited</b></p> <p>Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.</p> <p><i>EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>1 0 0</b>	<p><b>Critical Infrastructure Affirmation</b></p> <p>Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.</p> <p><i>EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.</i></p> <p><i>The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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**Open Records Policy**

Attachment A

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy below:

**OPTION A:** We acknowledge Region 4 ESC’s Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B:** We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- OPTION A - No proprietary information
- OPTION B - Proprietary information marked

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**Consent to Release Proposal Tabulation**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

- I certify compliance with this attribute.

<b>103</b>	<p style="text-align: right;"><b>Attachment A</b></p> <p><b>Contracting Information</b></p> <p>If Vendor is not a governmental body and</p> <ul style="list-style-type: none"> <li>(a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or</li> <li>(b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.</li> </ul> <p>As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is</p> <ul style="list-style-type: none"> <li>(1) related to the purchase or underwriting of a public security;</li> <li>(2) is or may be used as collateral on a loan; or</li> <li>(3) proceeds from which are used to pay debt service of a public security of loan):</li> </ul> <p><i>"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."</i></p> <p>Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to</p> <ul style="list-style-type: none"> <li>(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;</li> <li>(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and</li> <li>(3) on completion of the Agreement, either             <ul style="list-style-type: none"> <li>(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or</li> <li>(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.</li> </ul> </li> </ul> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>104</b>	<p><b>Anti-Trust Certification Statement</b></p> <p>Vendor affirms under penalty of perjury of the laws of the State of Texas that:</p> <ul style="list-style-type: none"> <li>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</li> <li>(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</li> <li>(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and</li> <li>(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</li> </ul> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>105</b>	<p><b>Federal Rule (A) - Contract Term Violations</b></p> <p><b>(A)</b> Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> <p><i>Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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**Federal Rule (B) - Termination Conditions**

Attachment A

**(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

*Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

I certify compliance with this attribute.

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**Federal Rule (C) - Equal Employment Opportunity**

**(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must 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.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

I certify compliance with this attribute.

<b>108</b>	<p><b>Federal Rule (D) - Davis Bacon Act/Copeland Act</b> <span style="float: right;">Attachment A</span></p> <p><b>(D)</b> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p><i>Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>109</b>	<p><b>Federal Rule (E) - Contract Work Hours and Safety Standards Act</b></p> <p><b>(E)</b> (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 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.</p> <p><i>Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>110</b>	<p><b>Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement</b></p> <p><b>(F)</b> If the 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 of 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.</p> <p><i>Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act**

Attachment A

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.

*Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.*

I certify compliance with this attribute.

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**Federal Rule (H) - Debarment and Suspension**

**(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 Comp., p. 189) and 12689 (3 CFR 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.

*Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

I certify compliance with this attribute.

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**Federal Rule (I) - Byrd Anti-Lobbying Amendment**

Attachment A

**(I)** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 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.

*Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

*(1) No Federal appropriated funds have been paid or will be paid by or 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 paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*

*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

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

I certify compliance with this attribute.

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**Federal Rule (J) - Procurement of Recovered Materials**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

I certify compliance with this attribute.

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5** **Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment**

**(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) 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 a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

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6** **Federal Rule (L) - Buy American Provisions**

**(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

*"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.*

I certify compliance with this attribute.

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7** **Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

I certify compliance with this attribute.

<b>1 1 8</b>	<p style="text-align: right;">Attachment A</p> <p><b>Federal Rule - Federal Record Retention</b></p> <p>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.</p> <p>Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>1 1 9</b>	<p><b>Federal Rule - Profit Negotiation</b></p> <p>For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).</p> <p>When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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<b>1 2 0</b>	<p><b>Federal Rule - Solid Waste Disposal Act</b></p> <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)</p> <p>Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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1 2 1	<p><b>Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215</b> <span style="float: right;">Attachment A</span></p> <p>When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.</p> <p>The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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1 2 2	<p><b>Applicability to Subcontractors</b></p> <p>Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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1 2 3	<p><b>Compliance with the Energy Policy and Conservation Act</b></p> <p>When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
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**Indemnification**

**Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

**Infringements**

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

I certify compliance with this attribute.

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**Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

I certify compliance with this attribute.

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**Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

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**Change in Law and Compliance with Laws**

Attachment A

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

I certify compliance with this attribute.

# CERTIFICATE OF INTERESTED PARTIES

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1174684

Date Filed:  
06/12/2024

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Carahsoft Technology Corp.  
Reston, VA United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
R191902 #24-03  
10-8 Systems Offerings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Natalie LeMay, and my date of birth is 02/03/1997.

My address is 11493 Sunset Hills Rd, Reston, VA, 20190-5230, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of Virginia, on the 12 day of June, 2024.  
(month) (year)

*Natalie LeMay*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative

06/04/24  
Date

**carahsoft**<sup>®</sup>

**Carahsoft's Response to the**

# **Region 4 Education Service Center**



**Request for Proposal**

**Software Solutions and Services**

**Solicitation Number: #24-03**

Thursday,  
June 13, 2024

**Carahsoft Technology Corporation**  
11493 Sunset Hills Road, Suite 100  
Reston, VA 20190  
888.662.2724 | [www.carahsoft.com](http://www.carahsoft.com)

**Primary Point of Contact**  
Benjamin Rader | Contracts Specialist  
703.889.9872 | [Benjamin.Rader@carahsoft.com](mailto:Benjamin.Rader@carahsoft.com)

**Secondary Point of Contact**  
[Proposals@carahsoft.com](mailto:Proposals@carahsoft.com)



June 13, 2024  
 Region 4 Education Service Center  
 7145 West Tidwell Road  
 TX 77092 USA

*Re: Carahsoft's Response to the Region 4 Education Service Center's Request for Proposal: Software Solutions and Services, Solicitation Number: #24-03*

Dear Contracting Officer,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 4 Education Service Center (ESC)'s Request for Proposal (RFP): Software Solutions and Services. Carahsoft is proposing our catalog of supported vendors to meet the ESC's requirements for Software Solutions and Services. Our team has reviewed and considered ESC's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as a current OMNIA contractor and reseller for a portfolio of industry-leading solutions.

Contract Title	Contract Number	Lead Agency
Educational Software Solutions and Services	R191902	Region 4 ESC - TX
Human Capital Management Systems and Managed Business Solutions	R200702	Region 4 ESC - TX
Technology Products, Solutions and Related Services	23-6692-01	Cobb County, GA

As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.889.9872/[Benjamin.Rader@carahsoft.com](mailto:Benjamin.Rader@carahsoft.com) or Madeline Hall at 703.230.7450/[Madeline.Hall@carahsoft.com](mailto:Madeline.Hall@carahsoft.com) with any questions or communications that will assist ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

*Benjamin Rader*

Benjamin Rader  
 Contracts Specialist

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Solicitation Number: #24-03

## A) PRODUCTS AND PRICING

*i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.*

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission.

*ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)*

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*
- *Offer an extensive robust line of top manufacturers*
- *Submitted price list must include the Offerors' company name, solicitation name/number and date.*
- *List all categories that you are offering*

Carahsoft has read, understands, and will comply with this requirement. Carahsoft is proposing to extend the pricing discounts that are offered in our current contract with Region 4 ESC (Contract R191902). This pricelist can be viewed at the following link:

<https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362>

*iii. Is pricing available for all products and services?*

Yes, pricing is available for all our offerings.

*iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.*

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

*v. Provide pricing for warranties on all products and services.*

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

*vi. Describe any return and restocking fees.*

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

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***vii. Describe customer fulfillment process***

Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement.

When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received.

Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Carahsoft strives to be easy to do business will engage customers in the manner best suited for the customer.

***viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.***

Additional discounts can be provided on a deal-by-deal basis.

***ix. Describe how customers verify they are receiving Contract pricing.***

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

***x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.***

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

***xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.***

This information varies by manufacturer.

***xii. Describe how future product introductions will be priced and align with Contract pricing proposed.***

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

***xiii. Provide any additional information relevant to this section.***

Carahsoft has no additional relevant information for this section.

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## B) PERFORMANCE CAPABILITY

*i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.*

Please see under "Exhibit A - 3.0 Supplier Response."

*ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement*

Carahsoft understands and acknowledges this requirement. Please see all exceptions listed in Appendix B attached to the designated location on the portal.

*iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.*

Please find Exhibit F and Exhibit G located in the designated section in the portal.

*iv. Describe how Offeror responds to emergency orders.*

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

*v. What is Offeror's average Fill Rate?*

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

*vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.*

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

*vii. Describe Offeror's return and restocking policy.*

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

*viii. Describe Offeror's ability to meet service and warranty needs.*

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

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*ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.*

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

*x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.*

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

*xi. Describe Offeror's contract implementation/customer transition plan.*

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

*xii. Describe the financial condition of Offeror.*

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from \$4M in bookings to more than \$16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition ([detailed further on our website](#)) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present).

We currently maintain a \$25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

Specific questions may be referred to Craig P. Abod, *President of Carahsoft Technology Corp.*

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*xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.*

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

OMNIA Partners, Educational Software Solutions and Services  
#R191902



OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please [click here](#).

**Authorized Brands under Contract #R191902**  
[Approved Vendor List](#)

**State Statutes**  
Want to see your state's laws on cooperative purchasing?  
[Click here to view your state's laws on cooperative purchasing.](#)

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to our portfolio of value-driven contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit [www.omniapartners.com](http://www.omniapartners.com)

**Contract & Order Information**

Tim Boltz  
Sales Director  
(703) 230-7402  
[Tim.Boltz@carahsoft.com](mailto:Tim.Boltz@carahsoft.com)

Benjamin Rader  
Contracts Specialist  
(703) 889-9872  
[Benjamin.Rader@carahsoft.com](mailto:Benjamin.Rader@carahsoft.com)

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:  
[SLEDcontracts@Carahsoft.com](mailto:SLEDcontracts@Carahsoft.com)

Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, VA 20190  
Attn: Contracts Department

For more information:  
[contracts@carahsoft.com](mailto:contracts@carahsoft.com)

Toll-Free:  
888-66-CARAH (888-662-2724)  
Main: 703-871-8500

The following are examples of Dedicated Websites for current Carahsoft contracts:

- [OMNIA Partners, Educational Software Solutions and Services #R191902](#)
- [OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01](#)
- [NASA SEWP V Contract # NNG15SC03B/NNG15SC27B](#)

*xiv. Describe the Offeror’s safety record.*

Carahsoft has a clean safety record, as we carry no inventory to risk employee’s safety,

*xv. Provide any additional information relevant to this section.*

We have no further information to provide in this section.

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## C) QUALIFICATION AND EXPERIENCE

*i. Provide a brief history of the Offeror, including year it was established and corporate office location.*

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (47QSWA18D008F).

*ii. Describe Offeror's reputation in the marketplace.*

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: <http://www.carahsoft.com/awards>

- Top Ranked GSA Multiple Award Schedule Contract holder for software
- #22 on Washington Business Journal's Largest Government Contractors List for 2023
- #31 on Washington Technology's Top 100 Government Contractors List for 2023
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services



*iii. Describe Offeror's reputation of products and services in the marketplace.*

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

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*iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.*

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

*v. Describe the experience and qualification of key employees.*

Carahsoft has managed and administered a variety of cooperative contracts for nearly 20 years, and our dedicated team members have hands-on experience working with OMNIA's needs and requirements. Our leadership team has ample management experience for Texas' account size and type as evidenced below:

Name	Title	Years of Experience
<b>Craig P. Abod</b>	President	40 years
<b>Robert Moore</b>	Vice President	25 years
<b>Karina Woods</b>	Director, Order Management	25 years
<b>Julie Denworth</b>	Director, Marketing	20 years
<b>Tim Boltz</b>	Director, Sales	15 years
<b>Karlie Schachle</b>	Manager, Contract Validation and Reporting	14 years
<b>Madeline Hall Barfield</b>	Manager, Contract Administration	12 years
<b>Benjamin Rader</b>	Contracts Specialist	2 years

Robert R. Moore, Vice President

- Senior Sales Executive with a 25 year accomplished career track
- Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales
- Developed multiple successful; selling organizations from the ground up to revenues greater than \$500M
- Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases
- Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations
- 25 years of total experience in Government IT Sales in positions that have ranged from Technical Account Manager, Director of Sales and several Senior Sales Management posts

Julie Denworth, Vice President, Marketing

- 20 years of experience growing and managing marketing teams to support demand generation in the public sector
- 10+ years of experience as a senior marketing executive
- Committed to ensuring marketing operational success through implementation of best practices and careful assessment of value provided through each program
- Directed competitive research, lead generation activities, nurture programs, channel and internal communications / promotional programs

**Solicitation Number: #24-03****Karina Woods, Director, Order Management**

- 20 years of experience with order management and data entry at Carahsoft, including processing invoices and billing transactions
- Billing and invoicing for software and services that are highly transactional in nature (consumption-based licensing models, cloud services, etc.)
- Tracking extremely large quantiles of orders on a daily, monthly, and yearly basis.
- Managing and tracking orders for Carahsoft's Billing Team, and providing the Billing Team with key information needed to invoice certain orders that are handled with attention to detail and focus

***vi. Describe Offeror's experience working with the government sector.***

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at [www.carahsoft.com/contracts/index.php](http://www.carahsoft.com/contracts/index.php).

***vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.***

Carahsoft does not have any such actions.

***viii. Indicate if Offeror is licensed to do business in all 50 states***

Carahsoft is licensed to do business in all 50 states.

***ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.***

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts.

We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers.

Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

By providing an unparalleled volume of proactive, government-focused sales and marketing, including 4,400+ educational events and campaigns annually, we drive demand for our partners. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other

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major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

*x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.*

Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).

Reference # 1	
Entity Name	Region 4 ESC
Contact Name and Title	Available upon request
City and State	Houston, TX
Phone Number	Available upon request
Years Serviced	4 years
Description of Services	Educational Software Solutions and Services
Annual Volume	\$40M (est.)

Reference # 2	
Entity Name	OARnet
Contact Name and Title	Available upon request
City and State	Columbus, OH
Phone Number	Available upon request
Years Serviced	9 years
Description of Services	VMware products and services
Annual Volume	\$750,000

Reference # 3	
Entity Name	NJedge
Contact Name and Title	Available upon request
City and State	Newark, NJ
Phone Number	Available upon request
Years Serviced	13 years
Description of Services	VMware, F5, and Nutanix hardware and software products and services
Annual Volume	\$2,000,000

*xi. Provide any additional information relevant to this section.*

Not applicable.

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## D) VALUE ADD

*i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.*

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

### 1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-termining maintenance renewals and existing agreements

### 2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

### 3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

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

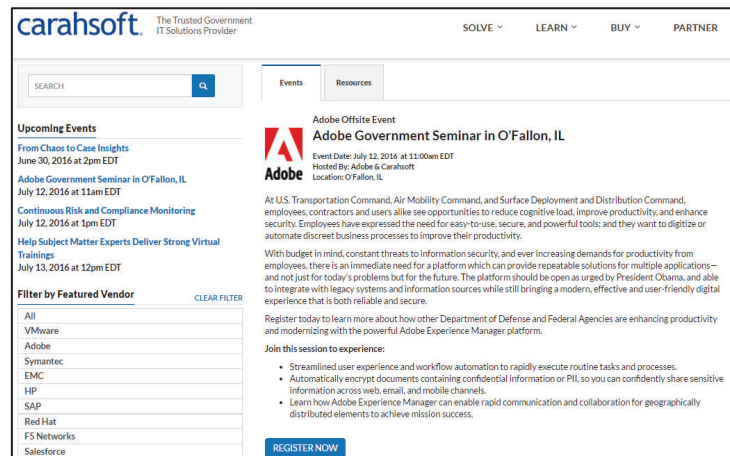
These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

### 4. Proactive Marketing of the Contract

Carahsoft conducted over 4,850 government specific marketing events in 2023. A few examples include:

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



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- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

## 5. Monthly/Quarterly Reports

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

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

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

## 6. Dedicated Phone Lines & Live Chat

Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage ([www.carahsoft.com](http://www.carahsoft.com)). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.



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## 7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

The following are examples of Dedicated Websites for current Carahsoft contracts:

- [OMNIA Partners, Educational Software Solutions and Services #R191902](#)
- [OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services #23-6692-01](#)
- [NASA SEWP V Contract # NNG15SC03B/NNG15SC27B](#)

## 8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at [omniapartners@carahsoft.com](mailto:omniapartners@carahsoft.com) or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

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# EXHIBIT A - 3.0 SUPPLIER RESPONSE

## 3.1 Company

### *A. Brief history and description of Supplier to include experience providing similar products and services.*

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

### *B. Total number and location of salespersons employed by Supplier.*

Carahsoft employees approximately 3,500 persons.

### *C. Number and location of support centers (if applicable) and location of corporate office.*

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

### *D. Annual sales for the three previous fiscal years.*

2021 - \$10.6B

2022 - \$12.5B

2023 - \$16.4B

### *a. Submit FEIN and Dunn & Bradstreet report.*

Please find our Dunn & Bradstreet Writeup provided in the designated section in the portal.

FEIN#: 52-2189693

DUNS: 088365767

### *E. Describe any green or environmental initiatives or policies.*

As a value-added reseller, Carahsoft is committed to providing third-party commercial-off-the-shelf (COTS) IT solutions and services that empower our customers to innovate sustainably, and reduce their environmental footprints simultaneously. We integrate environmental considerations into our operations by prioritizing several areas of sustainability:

- **Product/Solution Delivery:** As a value-added reseller, Carahsoft primarily delivers for third-party COTS IT solutions and services, via Electronic Software Delivery (ESD). Delivering products and solutions via ESD helps our customers minimize their carbon and energy footprints by reducing the toxic emissions and waste that would be required to package, transport, and deliver a physical product/solution.
- **Sustainable Facilities:** Although Carahsoft is not directly involved in manufacturing any of the solutions that we resell, our office facilities have been configured to conserve resources and maximize energy efficiency. Each room in our main office includes motion-sensing lights, which are designed to conserve energy when a room/facility is not in use. We leverage Elkay EZH2O Bottle

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Filling Stations that enhance sustainability by minimizing dependency on disposable plastic bottles. Our restrooms include sensor-activated flush valves, automatic soap dispensers, and paperless hand dryers that reduce paper and water waste. In an effort to promote recycling, we have included single-stream recycling bins and receptacles in various locations within our office.

- **Sustainable Transit and Transportation:** Carahsoft encourages our employees to leverage public transportation and shared transit in their commutes. Our office is within walking distance to multiple Fairfax Connector bus stations, and has been located within a half mile of a Washington Metropolitan Area Transit Authority (WMATA) metrorail station since 2015. Employees are reimbursed for expenses associated with mass transportation system, which encourages travel via means that will reduce fuel consumption and carbon emissions. We incentivize employees who carpool with other Carahsoft employees by providing them with parking permits that provide access to reserved preferential parking.
- **IT Infrastructure:** Carahsoft has configured our internal IT environment to leverage products, solutions, and devices that will minimize energy consumption to the maximum extent possible. Our workforce utilizes solutions from the Electronic Product Environment Assessment Tool (EPEAT) Registry and Energy Star programs, which are designed to use substantially less electricity when they are idle/not in use. We leverage a hybrid cloud environment, which drastically reduces our physical server footprint (and the amount of energy that would heat and cool a physical data center).
- **Marketing and Digital Media:** Carahsoft hosts hundreds of virtual events (webinars, webcasts, and similar) each year. These events are recorded and archived, so that they can be accessed at a later date. We leverage prominent social media platforms (Twitter, Facebook, and LinkedIn) to advertise events and promote content. This reduces the carbon emissions that result from hosting and/or attending on-site events, as well as the waste produced by promoting events and solutions via paper products.
- **Solutions Portfolio:** [Carahsoft's unrivaled portfolio](#) includes IT solutions and services that assist our customers with large-scale telework and online learning initiatives. We support hundreds of best-of-breed vendors that deliver solutions that enable telework, support collaboration, ensure business continuity, and scale communications channels and security. Many of the cloud vendors within our portfolio have implemented environmental energy efficiency plans for their data centers. Additionally, we support several industry-leading hardware providers with solutions in the EPEAT Registry and Energy Star programs.

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

*F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very

**Solicitation Number: #24-03**

diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBE or SDVOB certified businesses.

*G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:*

*a. Minority Women Business Enterprise:*

Yes  No

If yes, list certifying agency: \_\_\_\_\_

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

Yes  No

If yes, list certifying agency: \_\_\_\_\_

*c. Historically Underutilized Business (HUB): Yes / No*

*If yes, list certifying agency: \_\_\_\_\_*

Yes  No

If yes, list certifying agency: \_\_\_\_\_

*d. Historically Underutilized Business Zone Enterprise (HUBZone):*

Yes  No

If yes, list certifying agency: \_\_\_\_\_

*e. Other recognized diversity certificate holder:*

Yes  No

If yes, list certifying agency: \_\_\_\_\_

*H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

*I. Describe how supplier differentiates itself from its competitors.*

Carahsoft has a vast knowledge of Omnia which stems from our extensive experience and participation in the program. In addition to the experience with Omnia Carahsoft brings, we also exhibit key differentiators which set us apart from the industry and our competitors. Carahsoft's top three differentiating strengths include:

**1. Sales & Marketing** – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

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Carahsoft’s comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demand including but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor’s messaging.

**2. Proven Execution** – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to “offload” some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadership group to ensure that each team is working at an optimal level.

**3. Knowledge of Government** – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles
- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

*J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Not applicable.

*K. Felony Conviction Notice: Indicate if the supplier*

- a. is a publicly held corporation and this reporting requirement is not applicable;*
- b. is not owned or operated by anyone who has been convicted of a felony; or Version March 19, 2024*
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

Not applicable.

*L. Describe any debarment or suspension actions taken against supplier*

Not applicable.

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## 3.2 Distribution, Logistics

*A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

*B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: <https://www.carahsoft.com/buy#state-local>

*C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

*D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

*E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

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### 3.3 Marketing and Sales

*A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.*

Carahsoft has no sections we wish to withhold from the Omnia website.

*B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*

*i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

*ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

*C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:*

*i. Creation and distribution of a co-branded press release to trade publications*

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: <https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html>

*ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*

Carahsoft posts all contracts and agreement details on our website at the following link: <https://www.carahsoft.com/buy#omnia-partners-public-sector>. Upon award, Carahsoft will add the relevant contract details to the website above.

*iii. Design, publication and distribution of co-branded marketing materials within first 90 days*

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

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*iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 4,850 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

*v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Carahsoft can commit to attend the NIGP Annual Forum.

*vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

*vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

*viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Carahsoft has a dedicated OMNIA contract page for our current contract here:

<https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources>. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

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*D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Carahsoft holds a multitude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

*E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

*F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

*G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

*H. Provide the name, title, email and phone number for the person(s), who will be responsible for:*

- i. Executive Support*
- ii. Marketing*
- iii. Sales*
- iv. Sales Support*
- v. Financial Reporting*

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- vi. Accounts Payable*  
*vii. Contracts*

The security and privacy of each of Carahsoft's employees are of the utmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.*

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Carahsoft completed \$16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

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\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

*To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.*

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

*N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

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# ADDITIONAL REQUIRED DOCUMENTS

## Carahsoft's W-9

Please see our W-9 below.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Carahsoft Technology Corporation**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**11493 Sunset Hills Rd**

6 City, state, and ZIP code  
**Reston, VA 20190**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

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**or**

**Employer identification number**

5	2	-	2	1	8	9	6	9	3
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶ 1/2/24

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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## New Jersey Business Registration Certificate



### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	CARAHSOFT TECHNOLOGY CORP
<b>Trade Name:</b>	
<b>Address:</b>	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
<b>Certificate Number:</b>	1511213
<b>Effective Date:</b>	September 09, 2009
<b>Date of Issuance:</b>	February 04, 2019

**For Office Use Only:**  
20190204164113764

Solicitation Number: #24-03

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## Corporate Line Card

Please see our Corporate Line Card below.

# GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGLE 844-554-6645
	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468



# GOVERNMENT IT SOLUTIONS

## COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

## SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva, Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn, Lookout, MicroFocusGovernmentSolutions, Microsoft, MongoDB, Neustar, NewRelic, Nutanix, Okta, Orion, OSISOft, Outsystms, Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat, Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, SmartSheet, Software AG, Sonatype, Splunk, SwiftStack, Symantec, Teradici, TerraPixel, ThreatConnect, Trellix, Trustwave, Twilio, Tyler, Virtru, Virtustream, VMware, Voyager Labs, Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyondTrust, BlackBerry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, CrowdStrike, CyberArk, DataGuiser, DataLocker, Digital Guardian, Druva, Dtex, Eclipsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Foretix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSISOft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, TruSona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquebase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrade, Zimbra
AI & MACHINE LEARNING	ABBY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Colibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold, AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Keeper, Kion, Kinetica, Kofax, Labelbox, Liquid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Sensing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	102iG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetys Corp, Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsignt, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.AI, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	Achievelt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Colibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks, DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyondTrust, BlackBerry, CA Technologies, Cloudera, Colibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler
<b>CARAHSOFT CONTRACT VEHICLES</b>	
GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

Solicitation Number: #24-03

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## EEOAA Evidence – EEO Report

Please see our EEO Report below.

<b>U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)</b>										EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026					
<b>SECTION A – TYPE OF REPORT</b> SINGLE ESTABLISHMENT REPORT															
<b>SECTION B – EMPLOYER IDENTIFICATION</b>															
OFS COMPANY ID DA57607			EMPLOYER NAME CARAHSOFT TECHNOLOGY CORPORATION												
ADDRESS 11493 Sunset Hills Road, SUITE 100						CITY/TOWN RESTON			STATE VA		ZIP CODE 20190				
<b>SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)</b>															
HQ/ESTABLISHMENT-LEVEL UNIT ID			HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME												
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS						CITY/TOWN			STATE		ZIP CODE				
<b>SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 522189693															
<b>SECTION E – EMPLOYER FILING ELIGIBILITY</b>															
<input checked="" type="checkbox"/> YES (Employer Is Eligible to File) <input type="checkbox"/> NO (Employer Is Not Eligible to File) <input type="checkbox"/> EMPLOYER NO LONGER IN BUSINESS															
<b>SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)</b>															
Unique Entity ID (UEI): <a href="#">DT8KJHZXVJH5</a> <input checked="" type="checkbox"/> YES (Single-Establishment Employer is Federal Contractor) <input type="checkbox"/> YES (Multi-Establishment Employer is Federal Contractor) <input type="checkbox"/> YES (Headquarters is Federal Contractor) <input type="checkbox"/> YES (Non-Headquarters Establishment is Federal Contractor) <input type="checkbox"/> YES (One or More Non-Headquarters Establishments is Federal Contractor)															
<b>SECTION G – NAICS INFORMATION</b> 513210 - Software Publishers															
<b>SECTION H – WORKFORCE DEMOGRAPHIC DATA</b>															
<b>JOB CATEGORIES</b>	<b>Race/Ethnicity</b>														<b>Row Total</b>
	<b>Hispanic or Latino</b>		<b>Not Hispanic or Latino</b>												
			<b>Male</b>						<b>Female</b>						
	<b>Male</b>	<b>Female</b>	<b>White</b>	<b>Black or African American</b>	<b>Asian</b>	<b>Native Hawaiian or Other Pacific Islander</b>	<b>American Indian or Alaska Native</b>	<b>Two or More Races</b>	<b>White</b>	<b>Black or African American</b>	<b>Asian</b>	<b>Native Hawaiian or Other Pacific Islander</b>	<b>American Indian or Alaska Native</b>	<b>Two or More Races</b>	
Executive/Senior Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	1	0	0	0	4
First/Mid-Level Officials and Managers	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
Professionals	26	60	141	3	20	0	0	12	417	17	59	2	0	30	787
Technicians	0	0	1	0	2	0	0	0	1	0	0	0	0	0	4
Sales Workers	102	76	872	113	54	3	4	50	883	47	32	5	5	60	2306
Administrative Support Workers	1	1	6	1	1	0	0	0	23	1	2	0	0	1	37
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>CURRENT 2023 REPORTING YEAR TOTAL</b>	<b>129</b>	<b>137</b>	<b>1028</b>	<b>117</b>	<b>77</b>	<b>3</b>	<b>4</b>	<b>62</b>	<b>1330</b>	<b>65</b>	<b>94</b>	<b>7</b>	<b>5</b>	<b>91</b>	<b>3149</b>
<b>PRIOR 2022 REPORTING YEAR TOTAL</b>	<b>88</b>	<b>84</b>	<b>783</b>	<b>83</b>	<b>64</b>	<b>4</b>	<b>3</b>	<b>43</b>	<b>989</b>	<b>45</b>	<b>69</b>	<b>5</b>	<b>4</b>	<b>66</b>	<b>2330</b>
<b>SECTION I – WORKFORCE SNAPSHOT PERIOD</b> 12/15/2023 - 12/31/2023															
<b>SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)</b> Not Applicable															

<b>U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)</b>			<b>EEOC Standard Form 100 (SF 100)</b> Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026	
<b>SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION</b>				
<b>EMPLOYER IDENTIFICATION</b>				
OFS COMPANY ID DA57607		EMPLOYER NAME CARAHSOFT TECHNOLOGY CORPORATION		
ADDRESS 11493 Sunset Hills Road, SUITE 100		CITY/TOWN RESTON	STATE VA	ZIP CODE 20190
<b>CERTIFICATION COMMENTS (optional)</b>				
No Certification Comments Provided				
<b>CERTIFICATION STATEMENT</b>				
<i>"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."</i> <b>Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.</b>				
<b>DATE OF CERTIFICATION</b>				
5/14/2024 11:16 AM [EST]				
<b>EMPLOYER'S CERTIFYING OFFICIAL</b>				
Name of Employer's Certifying Official Robert Moore		Title of Certifying Official Vice President		
Email Address of Certifying Official robert.moore@carahsoft.com		Telephone Number of Certifying Official 703-871-8504		
<b>PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING</b>				
Name of Primary POC Robert Moore		Title and Employer of Primary POC Vice President Carahsoft Technology Corporation		
Email Address of Primary POC robert.moore@carahsoft.com		Telephone Number of Primary POC 703-871-8504		

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Version March 19, 2024

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

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

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

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

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

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

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

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

*Critical technology* means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 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.”**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JK Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work**

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Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JK Initials of Authorized Representative of offeror



**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

**Certificate of Non-Compliance with 49 USC §5323(j)**

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.  
Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500

Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: *Jennifer Kanach*

Date: 06/05/24

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**COMMUNITY DEVELOPMENT BLOCK GRANTS**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

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is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:  
Carahsoft Technology Corporation

Address, City, State, and Zip Code:  
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:  
Jennifer Kanach, Secretary

Email Address:  
Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: *Jennifer Kanach* Date: 06/05/24

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1 Applicability**

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2 Additional Considerations**

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
  - d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
  - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 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”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

### Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. DEBARMENT AND SUSPENSION**

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required auditservices.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a.** Standard. 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 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c.** Suggested Language.

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_

Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

- a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.**
- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**12. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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 mean 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.”

**13. ACCESS TO RECORDS**

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### 15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:  
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:  
Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: 

Date: 06/05/24

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are 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;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**STATEMENT OF OWNERSHIP DISCLOSURE**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Carahsoft Technology Corporation

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

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

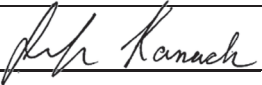
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:		Date:	06/11/24

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
<b>Name of Form:</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>Statutory Reference:</b>	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
<b>Instructions Reference:</b>	Statutory and Other Requirements VII-H
<b>Description:</b>	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss: Fairfax, VA

I, Jennifer Kanach residing in Reston  
(name of affiant) (name of municipality)  
in the County of Fairfax and State of Virginia of full age,  
being duly sworn according to law on my oath depose and say that:

I am Secretary of the firm of Carahsoft Technology Corp  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled Software Solutions and Services, and that I executed the said proposal with  
(title of bid proposal)  
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC relies upon  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

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

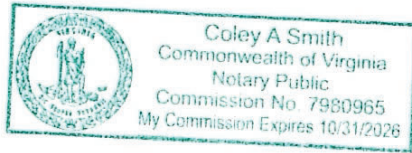
Subscribed and sworn to *Coley Smith*  
before me this day *Jennifer Kanach*  
Signature

June 11, 2024 Jennifer Kanach  
(Type or print name of affiant under signature)

Virginia  
Notary public of \_\_\_\_\_

My Commission expires 10/31/26

(Seal)



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

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

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

06/11/24  
**Date**

 , Secretary  
**Authorized Signature and Title**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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



Signature of Procurement Agent

## DOC #4

**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 on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. 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 at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). 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.

## DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

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

- 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.**

\* 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.”



DOC #4, continued

**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 Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

### 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:

Name: Craig P. Abod	Name:
Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 11 day of June, 2024.

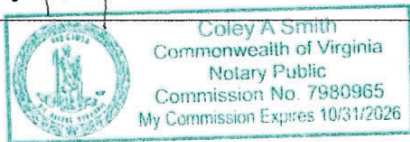
(Notary Public) Coley A Smith

My Commission expires: 10/31/26

Jennifer Kanach  
(Affiant)

Jennifer Kanach, Secretary  
(Print name & title of affiant)

(Corporate Seal)



DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

\*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Handwritten: Jennifer Kanach)

Date: 06/11/24

Jennifer Kanach, Secretary
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor<sup>i</sup>") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative: Jennifer Kanach, Secretary
Print Name and Title of Vendor's Authorized Representative: Carahsoft Technology Corp
Vendor's Name: 11493 Sunset Hills Road, Suite 100
Vendor's Address (Street Address): Reston, VA 20190
Vendor's Address (City/State/Zip Code):

Date: 06/11/24
Vendor's FEIN: 52-2189693
Vendor's Phone Number: 703-871-8500
Vendor's Fax Number: 703-871-8505
Vendor's Email Address: Sales@carahsoft.com

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version March 19, 2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

Please see Carahsoft's New Jersey Business Registration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jennifer Kanach

Title: Secretary

Signature: 

Date: 06/11/24



DOC #10  
**MACBRIDE-PRINCIPLES**

STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE  
 AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,  
 NEW JERSEY 08625-0230

**BID SOLICITATION # AND TITLE:** #24 - 03 Software Solutions and Services

**VENDOR NAME:** Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

06/11/24

Date

Jennifer Kanach

Print Name and Title



## County of Orange

# Information Technology Security Guidelines

**All contractors who contract with the County of Orange ("County") shall work cooperatively to assist County in achieving the objectives and abide by the applicable terms under these Guidelines for all Controls one (1) thru six (6) below at all times during the term of its contract with County.**

## 1 ASSET MANAGEMENT

Asset management establishes an organization's inventory of fixed and controlled assets and defines how these assets are managed during their lifecycle to ensure sustained productivity in support of the organization's critical services. An event that disrupts an asset can inhibit the organization from achieving its mission. An asset management program helps identify appropriate strategies that shall allow the assets to maintain productivity during disruptive events. There are four broad categories of assets: people, information, technology, and facilities.

The Cybersecurity Program strives to achieve and maintain appropriate protection of IT assets. Loss of accountability of IT assets could result in a compromise or breach of IT systems and/or a compromise or breach of sensitive or privacy data.

### 1.1 GOALS AND OBJECTIVES

- 1.1.1 Services are identified and prioritized.
- 1.1.2 Assets are inventoried, and the authority and responsibility for these assets is established.
- 1.1.3 The relationship between assets and the services they support is established.
- 1.1.4 The asset inventory is managed.
- 1.1.5 Access to assets is managed.
- 1.1.6 Information assets are categorized and managed to ensure the sustainment and protection of the critical service.
- 1.1.7 Facility assets supporting the critical service are prioritized and managed.

### 1.2 ASSET MANAGEMENT POLICY STATEMENTS

#### 1.2.1 Services Inventory

- 1.2.1.1 Departments and/or contractors shall maintain an inventory of its services. This listing shall be used by the department and/or contractors to assist with its risk management analysis.

#### 1.2.2 Asset Inventory – Information

- 1.2.2.1 All information that is created or used within the County's trusted environment in support of County business activities shall be considered the property of the County. All County property shall be used in compliance with this guideline.
- 1.2.2.2 County information is a valuable asset and shall be protected from unauthorized disclosure, modification, or destruction. Prudent information security standards and practices shall be implemented to ensure that the integrity, confidentiality, and availability of County information are not compromised. All County information shall be protected from the time of its creation through its useful life and authorized disposal.
- 1.2.2.3 Departments and/or contractors shall establish internal procedures for the secure handling



## County of Orange

# Information Technology Security Guidelines

and storage of all electronically maintained County information that is owned or controlled by the department.

### 1.2.3 Asset Inventory - Technology (Devices, Software)

1.2.3.1 Departments and/or contractors shall maintain an inventory of all department and/or contractors managed devices that connect to County network resources or processes, stores, or transmits County data including but not limited to:

- Desktop computers,
- Laptop Computers,
- Tablets (iPads and Android devices),
- Mobile Phones (basic cell phones),
- Smart Phones (iPhones, Blackberry, Windows Phones and Android Phones),
- Servers,
- Storage devices,
- Network switches,
- Routers,
- Firewalls,
- Security Appliances,
- Internet of Things (IoT) devices,
- Printers,
- Scanners,
- Kiosks and Thin clients,
- Mainframe Hardware, and
- VoIP Phones.

1.2.3.2 Asset inventory shall map assets to the services they support.

1.2.3.3 Departments and/or contractors shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased).

1.2.3.4 Each department and/or contractor shall ensure that all software used on County systems and in the execution of County business shall be used legally and in compliance with licensing agreements.

### 1.2.4 Asset Inventory - Facilities

1.2.4.1 Departments and/or contractors shall maintain an inventory of its facilities. This listing shall be used by the department and/or contractor to assist with its risk management analysis.

1.2.4.2 Departments and/or contractors shall identify the facilities used by its critical services.

### 1.2.5 Access Controls

1.2.5.1 Departments and/or contractors shall establish a procedure that ensures only users with legitimate business needs to access County IT resources are provided with user accounts.

1.2.5.2 Access to County information systems and information systems data shall be based on each user's access privileges. Access controls shall ensure that even legitimate users cannot access stored information unless they are authorized to do so. Access control should start by denying access to everything, and then explicitly granting access according to the "need to know" principle.

1.2.5.3 Access to County information and County information assets should be based on the principle



## County of Orange

# Information Technology Security Guidelines

of “least privilege,” that is, grant no user greater access privileges to the information or assets than County responsibilities demand.

- 1.2.5.4 The owner of each County system, or their designee, provides written authorization for all internal and external user access.
- 1.2.5.5 All access to internal County computer systems shall be controlled by an authentication method involving a minimum of a user identifier (“ID”) and password combination that provides verification of the user’s identity.
- 1.2.5.6 All County workforce members, including contractors, are to be assigned a unique user ID to access the network as applicable.
- 1.2.5.7 A user account shall be explicitly assigned to a single, named individual. No group or shared computer accounts are permissible except when necessary and warranted due to legitimate business needs. Such need shall be documented prior to account creation and accounts activated only when necessary.
- 1.2.5.8 User accounts shall not be shared with others including, but not limited to, someone whose access has been denied or terminated.
- 1.2.5.9 Departments and/or contractors shall conduct regular reviews of the registered users’ access level privileges. System owners shall provide user listings to departments for confirmation of user’s access privileges.

### 1.2.6 Asset Sanitation/Disposal

- 1.2.6.1 Unless approved by County management, no County computer equipment shall be removed from the premises.
- 1.2.6.2 Prior to re-deployment, storage media shall be appropriately cleansed to prevent unauthorized exposure of data.
- 1.2.6.3 Surplus, donation, disposal or destruction of equipment containing storage media shall be appropriately disposed according to the terms of the equipment disposal services contract.
- 1.2.6.4 Sanitization methods for media containing County information shall be in accordance with NSA (National Security Agency) standards (for example, clearing, purging, or destroying).
- 1.2.6.5 Disposal of equipment shall be done in accordance with all applicable County, state or federal surplus property and environmental disposal laws, regulations or policies.

## 2 CONTROLS MANAGEMENT

The Controls Management domain focuses on the processes by which an organization plans, defines, analyzes, and assesses the controls that are implemented internally. This process helps the organization ensure the controls management objectives are satisfied.

This domain focuses on the resilience controls that allow an organization to operate during a time of stress. These resilience controls are implemented in the organization at all levels and require various levels of management and staff to plan, define, analyze, and assess.

### 2.1 GOALS AND OBJECTIVES

- 2.1.1 Control objectives are established.
- 2.1.2 Controls are implemented.
- 2.1.3 Control designs are analyzed to ensure they satisfy control objectives.
- 2.1.4 Internal control system is assessed to ensure control objectives are met.



## **2.2 CONTROL MANAGEMENT POLICY STATEMENTS**

### **2.2.1 Physical and Environmental Security**

- 2.2.1.1 Procedures and facility hardening measures shall be adopted to prevent attempts at and detection of unauthorized access or damage to facilities that contain County information systems and/or processing facilities.
- 2.2.1.2 Restricted areas within facilities that house sensitive or critical County information systems shall, at a minimum, utilize physical access controls designed to permit access by authorized personnel only.
- 2.2.1.3 Physical protection measures against damage from external and environmental threats shall be implemented by all departments as appropriate.
- 2.2.1.4 Access to any office, computer room, or work area that contains sensitive information shall be physically restricted from unauthorized access.
- 2.2.1.5 Access points such as delivery and loading areas and other points where unauthorized persons may enter the premises shall be controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. An example of this would be separating the two areas by a badge-only accessible door.
- 2.2.1.6 Continuity of power shall be provided to maintain the availability of critical equipment and information systems.
- 2.2.1.7 Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage. Different, yet appropriate methods shall be utilized for internal and external cabling.
- 2.2.1.8 Equipment shall be properly maintained to ensure its continued availability and integrity.
- 2.2.1.9 All shared IT infrastructure by more than one department shall meet countywide security policy for facility standards, availability, access, data & network security.

### **2.2.2 Network Segmentation**

NOTE: This section is applicable to Departments and/or contractors that manage their own network devices.

- 2.2.2.1 Segment (e.g., VLANs) the network into multiple, separate zones (based on trust levels of the information stored/transmitted) to provide more granular control of system access and additional intranet boundary defenses. Whenever information flows over a network of lower trust level, the information shall be encrypted.
- 2.2.2.2 Segment the network into multiple, separate zones based on the devices (servers, workstations, mobile devices, printers, etc.) connected to the network.
- 2.2.2.3 Create separate network segments (e.g., VLANs) for BYOD (“bring your own device”) systems or other untrusted devices.
- 2.2.2.4 The network infrastructure shall be managed across network connections that are separated from the business use of that network, relying on separate VLANs or, preferably, on entirely different physical connectivity for management sessions for network devices.

### **2.2.3 Mobile Computing Devices**

To ensure that Mobile Computing Devices (“MCDs”) do not introduce threats into systems that process or store County information, departments’ and/or contractors’ management shall:

- 2.2.3.1 Establish and manage a process for authorizing, issuing and tracking the use of MCDs.



## County of Orange

# Information Technology Security Guidelines

- 2.2.3.2 Permit only authorized MCDs to connect to County information assets or networks that store, process, transmit, or connects to County information and information assets.
- 2.2.3.3 Implement applicable access control requirements in accordance with this guideline, such as the enforcement of a system or device lockout after 15 minutes of inactivity requiring re-entering of a password to unlock.
- 2.2.3.4 Install an encryption algorithm that meets or exceeds industry recommended encryption standard for any MCD that will be used to store County information.
- 2.2.3.5 Ensure that MCDs are configured to restrict the user from circumventing the authentication process.
- 2.2.3.6 Provide security awareness training to County and/or contractor employees that informs MCD users regarding MCD restrictions.
- 2.2.3.7 Label MCDs with County address and/or phone number so that the device can be returned to the County if recovered.
- 2.2.3.8 The installation of any software, executable, or other file to any County computing device is prohibited if that software, executable, or other file downloaded by, is owned by, or was purchased by an employee or contractor with his or her own funds unless approved by the department.

### 2.2.4 Personally Owned Devices

Personal computing devices include, but are not limited to, removable media such as thumb or USB drives, external hard drives, laptop or desktop computers, cellular phones, or personal digital assistants ("PDA's") owned by or purchased by employees, contract personnel, or other non-County users.

- 2.2.4.1 The connection of any computing device not owned by the County to a County network (except the Public Wi-Fi provided for public use) or computing device is prohibited unless previously approved.
- 2.2.4.2 The County authorizes the use of personal devices to access resources that do not traverse the County network directly. Such resources include County's SaaS applications. Access to some agency specific applications, e.g., applications that are subject to compliance regulations, may require prior approval of the County CISO and the associated Department Head.
- 2.2.4.3 The County will respect the privacy of a user's voluntary use of a personally owned devices to access County IT resources.
- 2.2.4.4 The County will only request access to the personally owned device in order to implement security controls, to respond to litigation hold (aka: e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act requests, and subpoenas (or as otherwise required or permitted by applicable state or federal laws). Such access will be performed by an authorized technician or designee using a legitimate software process.

### 2.2.5 Logon Banners and Warning Notices

- 2.2.5.1 At the time of network login, the user shall be presented with a login banner.
- 2.2.5.2 All computer systems that contain or access County information shall display warning banners informing potential users of conditions of use consistent with state and federal laws.
- 2.2.5.3 Warning banners shall remain on the screen until the user takes explicit actions to log on to the information system.
- 2.2.5.4 The banner message shall be placed at the user authentication point for every computer



## County of Orange

# Information Technology Security Guidelines

system that contains or accesses County information. The banner message may be placed on an initial logon screen in situations where the logon provides access to multiple computer systems.

2.2.5.5 At a minimum, banner messages shall provide appropriate privacy and security information and shall contain information informing potential users that:

- User is accessing a government information system for conditions of use consistent with state and federal information security and privacy protection laws.
- System usage may be monitored, recorded, and subject to audit.
- Unauthorized use of the system is prohibited and subject to criminal and civil penalties.
- Use of the system indicates consent to monitoring and recording.

### 2.2.6 Authentication

2.2.6.1 Authenticate user identities at initial connection to County resources.

2.2.6.2 Authentication mechanisms shall be appropriate to the sensitivity of the information contained.

2.2.6.3 Users shall not receive detailed feedback from the authenticating system on failed logon attempts.

### 2.2.7 Passwords

2.2.7.1 County approved password standards and/or guidelines shall be applied to access County systems. These standards extend to mobile devices and personally owned devices used for work.

2.2.7.2 Passwords are a primary means to control access to systems and shall therefore be selected, used, and managed to protect against unauthorized discovery or usage. Passwords shall satisfy the following complexity rule:

- Passwords will contain a minimum of one (1) upper case letter
- Passwords will contain a minimum of one (1) lower case letter
- Passwords will contain a minimum of one (1) number: 1- 0
- Passwords will contain a minimum of one (1) special character: !, @, #, \$, %, ^, &, \*, (, )
- Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
- Password characters will not be repeated in a row (Do not use: P@\$\$\$. This is ok: P@\$\$\$)
- COMPLEX PASSWORD EXAMPLE: P@\$SWoRd13
- Passphrases example: The\$kylsBlue2day
- Passwords cannot contain the user's full name or network login

2.2.7.3 Passwords shall have a minimum length of twelve (12) characters.

2.2.7.4 Passwords shall not be reused for twelve (12) iterations.

2.2.7.5 Departments and/or contractors shall require users to change their passwords periodically (e.g., every 90 days at the maximum). Changing passwords more often than 90 days is encouraged.

2.2.7.6 Network and application systems shall be configured to enforce automatic expiration of passwords at regular intervals (e.g., every 90 days at the maximum) when the technology is feasible or available.

2.2.7.7 Newly created accounts shall be assigned a randomly generated password prior to account information being provided to the user.

~~2.2.7.8 No user shall give his or her password to another person under any circumstances.~~



## County of Orange

# Information Technology Security Guidelines

Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to management.

- 2.2.7.9 Users who have lost or forgotten their passwords shall make any password reset requests themselves without using a proxy (e.g., another County employee) unless approved by management. Prior to processing password change requests, the requester shall be authenticated to the user account in question. (e.g., Verification with user's supervisor or the use of passphrases can be used for this authentication process.) New passwords shall be provided directly and only to the user in question.
- 2.2.7.10 When technologically feasible, a new or reset password shall be set to expire on its initial use at log on so that the user is required to change the provided password to one known only to them.
- 2.2.7.11 All passwords are to be treated as sensitive information.
- 2.2.7.12 User Accounts shall be locked after five (5) consecutive invalid logon attempts within a 24-hour period. The lockout duration shall be at least 30 minutes or until a system administrator enables the user ID after investigation. These features shall be configured as indicated when the technology is feasible or available.
- 2.2.7.13 All systems containing sensitive information shall not allow users to have multiple concurrent sessions on the same system when the technology is feasible or available.

### 2.2.8 Inactivity Timeout and Restricted Connection Times

- 2.2.8.1 Automatic lockouts for system devices, including workstations and mobile computing devices, after no more than 15 minutes of inactivity.
- 2.2.8.2 Automated screen lockouts shall be used wherever possible using a set time increment (e.g., 15 minutes of non-activity). In situations where it is not possible to automate a lockout, operational procedures shall be implemented to instruct users to lock the terminal or equipment so that unauthorized individuals cannot make use of the system. Once logged on, workforce members shall not leave their computer unattended or available for someone else to use.
- 2.2.8.3 When deemed necessary, user logins and data communications may be restricted by time and date configurations that limit when connections shall be accepted.

### 2.2.9 Account Monitoring

- 2.2.9.1 Access to a County network and its resources shall be strictly controlled, managed, and reviewed to ensure only authorized users gain access based on the privileges granted. (e.g., Kiosks provide physical and public access to County networks. These shall be secured to ensure County resources are not accessed by unauthorized users.)
- 2.2.9.2 The control mechanisms for all types of access to County IT resources by contractors and customers are to be documented.
- 2.2.9.3 Monitor account usage to determine dormant accounts that have not been used for a given period, such as 45 days, notifying the user or user's manager of the dormancy.
- 2.2.9.4 After a longer period, such as 60 days, the account shall be disabled by the system when the technology is feasible or available.
- 2.2.9.5 On a periodic basis, such as quarterly or at least annually, departments shall require that managers match active employees and contractors with each account belonging to their managed staff. Security or system administrators shall then determine whether to disable accounts that are not assigned to active employees or contractors.

### 2.2.10 Administrative Privileges

~~2.2.10.1 Systems Administrators shall use separate administrative accounts, which are different~~  
September 9, 2024



## County of Orange

# Information Technology Security Guidelines

from their end user account (required to have an individual end user account), to conduct system administration tasks.

- 2.2.10.2 Administrative accounts shall only be granted to individuals who have a job requirement to conduct systems administration tasks.
- 2.2.10.3 Administrative accounts shall be requested in writing and must be approved by the Department Head or designated representative using the County Security Review and Approval Process.
- 2.2.10.4 Systems Administrator accounts that access County enterprise-wide systems or have enterprise-wide impact shall be approved by the CISO using the County Security Review and Approval Process.
- 2.2.10.5 Systems Administrators shall use separate administrative accounts to manage Mobile Device Management (MDM) platforms but may use the local user's credentials when configuring a mobile phone or tablet device.
- 2.2.10.6 All passwords for privileged system-level accounts (e.g., root, enable, OS admin, application administration accounts, etc.) shall comply with Section 2.2.7.2.

### 2.2.11 Remote Access

- 2.2.11.1 Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, and virus protection measures, to mitigate security risks associated with allowing users to use remote access or mobile computing methods to access County information systems.
- 2.2.11.2 Remote access privileges shall be granted to County workforce and contractors only for legitimate business needs and with the specific approval of department management.
- 2.2.11.3 All remote access implementations that utilize the County's trusted network environment and that have not been previously deployed within the County shall be submitted to and reviewed by the County. A memorandum of understanding (MOU) shall be utilized for this submittal and review process. This is required for any Suppliers utilizing remote access to conduct maintenance.
- 2.2.11.4 Remote sessions shall be terminated after 15 minutes of inactivity requiring the user to authenticate again to access County resources.
- 2.2.11.5 All remote access infrastructure shall include the capability to monitor and record a detailed audit trail of each remote access attempt.
- 2.2.11.6 All users of County networks and computer systems are prohibited from connecting and/or activating unauthorized dial-up or broadband modems on workstations, laptops, or other computing devices that are simultaneously connected to any County network.
- 2.2.11.7 Periodic assessments shall be performed to identify unauthorized remote connections. Results shall be used to address any vulnerabilities and prioritized according to criticality.
- 2.2.11.8 Users granted remote access to County IT infrastructure shall follow all additional policies, guidelines and standards related to authentication and authorization as if they were connected locally. For example, this applies when mapping to shared network drives.
- 2.2.11.9 Users attempting to use external remote access shall utilize a County-approved multi-factor authentication process.
- 2.2.11.10 All remote access implementations that involve non-County infrastructure shall be reviewed and approved by both the department and County. This approval shall be received prior to the start of such implementation.

~~2.2.11.11 Remote access privileges to County IT resources shall not be given to contractors and~~  
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customers unless department management determines that these individuals or organizations have a legitimate business need for such access. If such access is granted, it shall be limited to those privileges and conditions required for the performance of the specified work.

### 2.2.12 Wireless Access

- 2.2.12.1 Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, device authentication and malware protection measures, to mitigate risks to the security of County data and information systems associated with the use of wireless network access technologies.
- 2.2.12.2 Only wireless systems that have been evaluated for security by both department management and the County shall be approved for connectivity to County networks.
- 2.2.12.3 County data that is transmitted over any wireless network shall be protected in accordance with the sensitivity of the information.
- 2.2.12.4 All access to County networks or resources via unapproved wireless communication technologies is prohibited. This includes wireless systems that may be brought into County facilities by visitors or guests. Employees, contractors, and customers are prohibited from connecting and/or activating wireless connections on any computing device that are simultaneously connected to any County network, either locally or remotely.
- 2.2.12.5 Each department and/or contractor shall make a regular, routine effort to ensure that unauthorized wireless networks, access points, and/or modems are not installed or configured within its IT environments. Any unauthorized connections described above shall be disabled immediately.

### 2.2.13 System and Network Operations Management

- 2.2.13.1 Operating procedures and responsibilities for all County information processing facilities shall be formally authorized, documented, and updated.
- 2.2.13.2 Departments and/or contractor shall establish controls to ensure the security of the information systems networks that they operate.
- 2.2.13.3 Operational system documentation for County information systems shall be protected from unauthorized access.
- 2.2.13.4 System utilities shall be available to only those users who have a business case for accessing the specific utility.

### 2.2.14 System Monitoring and Logging

- 2.2.14.1 Systems operational staff shall maintain appropriate log(s) of activities, exceptions and information security events involving County information systems and services.
- 2.2.14.2 Each department and/or contractor shall maintain a log of all faults involving County information systems and services.
- 2.2.14.3 Logs shall be protected from unauthorized access or modifications wherever they reside.
- 2.2.14.4 The clocks of all relevant information processing systems and attributable logs shall be synchronized with an agreed upon accurate time source such as an established Network Time Protocol (NTP) service.
- 2.2.14.5 Auditing and logging of user activity shall be implemented on all critical County systems that support user access capabilities.
- 2.2.14.6 Periodic log reviews of user access and privileges shall be performed in order to monitor access of sensitive information.



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### 2.2.15 Malware Defenses

- 2.2.15.1 Departments shall implement endpoint security on computing devices connected to the County network. Endpoint security may include one or more of the following software: anti-virus, anti-spyware, personal firewall, host-based intrusion detection (IDS), network-based intrusion detection (IDS), intrusion prevention systems (IPS), and whitelisting and blacklisting of applications, web sites, and IP addresses.
- 2.2.15.2 Special features designed to filter out malicious software contained in either email messages or email attachments shall be implemented on all County email systems.
- 2.2.15.3 Where feasible, any computing device, including laptops and desktop PCs, that has been connected to a non-County infrastructure (including employee home networks) and subsequently used to connect to the County network shall be verified that it is free from viruses and other forms of malicious software prior to attaining connectivity to the County network.

### 2.2.16 Data Loss Prevention

- 2.2.16.1 Departments and/or contractors shall implement Data Loss Prevention (DLP) methods to reduce the risk of data breach related to sensitive information.
- 2.2.16.2 Departments and/or contractors shall deploy encryption software on mobile devices containing sensitive data.

### 2.2.17 Data Transfer

- 2.2.17.1 Agreements shall be implemented for the exchange of information between the County and other entities. As well as between departments.
- 2.2.17.2 County information accessed via electronic commerce shall have security controls implemented based on the assessed risk.

### 2.2.18 Encryption

- 2.2.18.1 The decision to use cryptographic controls and/or data encryption in an application shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.
- 2.2.18.2 The decision to use cryptographic controls and/or data encryption on a hard drive or any removable media/device shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.
- 2.2.18.3 Where appropriate, encryption shall be used to protect confidential application data that is transmitted over open, untrusted networks, such as the Internet.
- 2.2.18.4 When cryptographic controls are used, procedures addressing the following areas shall be established by each department:
- 2.2.18.5 Determination of the level of cryptographic controls
- 2.2.18.6 Key management/distribution steps and responsibilities
- 2.2.18.7 Encryption keys shall be exchanged only using secure methods of communication.

### 2.2.19 System Acquisition and Development

- 2.2.19.1 Departments and/or contractors shall identify all business applications that are used by their users in support of primary business functions. This includes all applications owned and/or managed by the department as well as other business applications that are used by the department but owned and/or managed by other County organizations. All business applications used by a department shall be documented in the department's IT security plan as well as their Business Impact Analysis (BIA) for criticality rating (RTO) and continuity purposes.



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- 2.2.19.2 An application owner shall be designated for each internal department business application.
- 2.2.19.3 All access controls associated with business applications shall be commensurate with the highest level of data used within the application. These same access controls shall also adhere to the guidelines provided in Section 1.2.5: Access Controls.
- 2.2.19.4 Security requirements shall be incorporated into the evaluation process for all commercial software products that are intended to be used as the basis for a business application. The security requirements in question shall be based on requirements and standards specified in this guideline.
- 2.2.19.5 In situations where data needs to be isolated because there would be a conflict of interest data security shall be designed and implemented to ensure that isolation.

### Business Requirements

- 2.2.19.6 The business requirements definition phase of system development shall contain a review to ensure that the system shall adhere to County information security standards.

### System Files

- 2.2.19.7 Operating system files, application software and data shall be secured from unauthorized use or access.
- 2.2.19.8 Clear-text data that results from testing shall be handled, stored, and disposed of in the same manner and using the same procedures as are used for production data.
- 2.2.19.9 System tests shall be performed on data that is constructed specifically for that purpose.
- 2.2.19.10 System testing shall not be performed on operational data unless the necessary safeguards are in place.
- 2.2.19.11 A combination of technical, procedural and physical safeguards shall be used to protect application source code from unintentional or unauthorized modification or destruction. All County proprietary information, including source code, needs to be protected through appropriate role-based access controls. An example of this is a change control tool that records all changes to source code including new development, updates, and deletions, along with check-in and check-out information.

### System Development & Maintenance

- 2.2.19.12 The development of software for use on County information systems shall have documented change control procedures in place to ensure proper versioning and implementation.
- 2.2.19.13 When preparing to upgrade any County information systems, including an operating system, on a production computing resource; the process of testing and approving the upgrade shall be completed in advance in order to minimize potential security risks and disruptions to the production environment.
- 2.2.19.14 Any outside suppliers used for maintenance that are visitors to the facility are to be escorted and monitored while performing maintenance to critical systems. This does not apply to contractors that are assigned to work at the facility.
- 2.2.19.15 Systems shall be hardened, and logs monitored to ensure the avoidance of the introduction and exploitation of malicious code.
- 2.2.19.16 All County workforce members, including contractors, shall not create, execute, forward, or introduce computer code designed to self-replicate, damage, or impede the performance of a computer's memory, storage, operating system, or application software.



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2.2.19.17 In conjunction with other access control policies, any opportunity for information leakage shall be prevented through good system design practices.

2.2.19.18 Departments and/or contractors are responsible for managing outsourced software development related to department-owned IT systems.

### System Requirements

Any system that processes or stores County Information shall:

2.2.19.19 Baseline configuration shall incorporate Principle of Least Privilege and Functionality.

2.2.19.20 Systems shall be deployed where feasible to utilize existing County authentication methods.

2.2.19.21 Session inactivity timeouts shall be implemented for all access into and from County networks.

2.2.19.22 All applications are to have access controls unless specifically designated as a public access resource.

2.2.19.23 Meet the password requirements defined in Section 2.2.7: Passwords.

2.2.19.24 Strictly control access enabling only privileged users or supervisors to override system controls or the capability of bypassing data validation or editing problems.

2.2.19.25 Monitor special privilege access, e.g., administration accounts.

2.2.19.26 Restrict authority to change master files to persons independent of the data processing function.

2.2.19.27 Have access control mechanisms to prevent unauthorized access or changes to data, especially, the server file systems that are connected to the Internet, even behind a firewall.

2.2.19.28 Be capable of routinely monitoring the access to automated systems containing County Information.

2.2.19.29 Log all modifications to the system files.

2.2.19.30 Limit access to system utility programs to necessary individuals with specific designation.

2.2.19.31 Maintain audit logs on a device separate from the system being monitored.

2.2.19.32 Delete or disable all default accounts.

2.2.19.33 Restrict access to server file-system controls to ensure that all changes such as direct write, write access to system areas and software or service changes shall be applied only through the appropriate change control process.

2.2.19.34 Restrict access to server-file-system controls that allow access to other users' files.

2.2.19.35 Ensure that servers containing user credentials shall be physically protected, hardened and monitored to prevent inappropriate use.

### 2.2.20 Procurement Controls

2.2.20.1 Breach notification requirements clause to be included in new or renewal contracts for systems containing sensitive information.

2.2.20.2 Contractor shall report to the County immediately or within 24 hours when contractor becomes aware of any potential or suspected data breach of contractor's or subcontractor's systems involving County's data.

2.2.20.3 Departments shall review all procurements and renewals for software and equipment (hosted/managed by the contractor) that transmits, stores, or processes sensitive information to



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ensure that contractors are aware of and are in compliance with County's cybersecurity policies if applicable. Departments shall obtain documentation supporting the business partners, contractors, or consultants' compliance with County's cybersecurity policies such as:

- SOC 1 Type 2
- SOC 2 Type 2
- Security Certifications (ISO, PCI, etc.)
- FedRAMP certification
- Penetration Test Results

### 2.2.21 IT Services Provided to Public

2.2.21.1 Public access to County electronic information resources shall provide desired services in accordance with safeguards designed to protect County resources. All County electronic information resources are to be reviewed at least quarterly.

### 2.2.22 Removable Media

2.2.22.1 When no longer required, the contents of removable media shall be permanently destroyed or rendered unrecoverable in accordance with applicable department, County, state, or federal record disposal and/or retention requirement.

## 3 CONFIGURATION & CHANGE MANAGEMENT

Configuration and Change Management ("CCM") is the process of maintaining the integrity of hardware, software, firmware, and documentation related to the configuration and change management process. CCM is a continuous process of controlling and approving changes to information or technology assets or related infrastructure that support the critical services of an organization. This process includes the addition of new assets, changes to assets, and the elimination of assets.

Cybersecurity is an integral component to information systems from the onset of the project or acquisition through implementation of:

- Application and system security
- Configuration management
- Change control procedures
- Encryption and key management
- Software maintenance, including but not limited to, upgrades, antivirus, patching and malware detection response systems

As the complexity of information systems increases, the complexity of the processes used to create these systems also increases, as does the probability of accidental errors in configuration. The impact of these errors puts data and systems that may be critical to business operations at significant risk of failure that could cause the organization to lose business, suffer damage to its reputation, or close completely. Having a CCM process to protect against these risks is vital to the overall security posture of the organization.

### 3.1 GOALS AND OBJECTIVES

3.1.1 The lifecycle of assets is managed.

3.1.2 The integrity of technology and information assets is managed.



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3.1.3 Asset configuration baselines are established.

## 3.2 CONFIGURATION & CHANGE MANAGEMENT POLICY STATEMENTS

- 3.2.1 Changes to all information processing facilities, systems, software, or procedures shall be strictly controlled according to formal change management procedures.
- 3.2.2 Changes impacting security appliances managed by the County (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by the County in accordance with the County Security Review and Approval Process.
- 3.2.3 Only authorized users shall make any changes to system and/or software configuration files.
- 3.2.4 Only authorized users shall download and/or install operating system software, service-related software (such as web server software), or other software applications on County computer systems/devices without prior written authorization from department IT management. This includes, but is not limited to, free software, computer games and peer-to-peer file sharing software.
- 3.2.5 Each department and/or contractor shall develop a formal change control procedure that outlines the process to be used for identifying, classifying, approving, implementing, testing, and documenting changes to its IT resources.
- 3.2.6 Each department and/or contractor shall conduct periodic audits designed to determine if unauthorized software has been installed on any of its computers.
- 3.2.7 As appropriate, segregation of duties shall be implemented by all County departments to ensure that no single person has control of multiple critical systems and the potential for misusing that control.
- 3.2.8 Production computing environments shall be separated from development and test computing environments to reduce the risk of one environment adversely affecting another.
- 3.2.9 System capacity requirements shall be monitored, and usage projected to ensure the continual availability of adequate processing power, bandwidth, and storage.
- 3.2.10 System acceptance criteria for all new information systems and system upgrades shall be defined, documented, and utilized to minimize risk of system failure.

## 4 VULNERABILITY MANAGEMENT

The Vulnerability Management domain focuses on the process by which organizations identify, analyze, and manage vulnerabilities in a critical service's operating environment.

### 4.1 GOALS AND OBJECTIVES

- 4.1.1 Preparation for vulnerability analysis and resolution activities is conducted.
- 4.1.2 A process for identifying and analyzing vulnerabilities is established and maintained.
- 4.1.3 Exposure to identified vulnerabilities is managed.
- 4.1.4 The root causes of vulnerabilities are addressed.

### 4.2 VULNERABILITY MANAGEMENT POLICY STATEMENTS

- 4.2.1 Departments and/or contractors shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.



## **5 CYBERSECURITY INCIDENT MANAGEMENT**

Information Security Incident Management establishes the policy to be used by each department and/or contractor in planning for, reporting on, and responding to computer security incidents. For these purposes an incident is defined as any irregular or adverse event that occurs on a County system or network. The goal of incident management is to mitigate the impact of a disruptive event. To accomplish this goal, an organization establishes processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve the organization's capabilities for responding to a future incident

This domain defines management controls for addressing cyber incidents. The controls provide a consistent and effective approach to Cyber Incident Response aligned with the County's Cyber Incident Response Plan, to include:

- Collection of evidence related to the cyber incident as appropriate
- Reporting procedures including any and all statutory reporting requirements
- Incident remediation
- Minimum logging procedures
- Annual testing of the plan

### **5.1 GOALS AND OBJECTIVES**

- 5.1.1 A process for identifying, analyzing, responding to, and learning from incidents is established.
- 5.1.2 A process for detecting, reporting, triaging, and analyzing events is established.
- 5.1.3 Incidents are declared and analyzed.
- 5.1.4 A process for responding to and recovering from incidents is established.
- 5.1.5 Post-incident lessons learned are translated into improvement strategies.

### **5.2 CYBERSECURITY INCIDENT MANAGEMENT POLICY STATEMENTS**

- 5.2.1 Cybersecurity incident management procedures shall be established within each department and/or contractor to ensure quick, orderly, and effective responses to security incidents. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan. The steps involved in managing a security incident are typically categorized into six stages:
  - 5.2.2 System preparation
  - 5.2.3 Problem identification
  - 5.2.4 Problem containment
  - 5.2.5 Problem eradication
  - 5.2.6 Incident recovery
  - 5.2.7 Lessons learned
- 5.2.8 The department shall act as the liaison between applicable parties during a cybersecurity incident. The department shall be the department's primary point of contact for all IT security issues.
- 5.2.9 A designated security contact for all cybersecurity incidents.
- 5.2.10 Departments and/or contractors shall conduct periodic (at least annually) cybersecurity incident



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scenario sessions for personnel associated with the cybersecurity incident handling team to ensure that they understand current threats and risks, as well as their responsibilities in supporting the cybersecurity incident handling team.

- 5.2.11 Departments and/or contractors shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, contractors, and customers of County information systems shall be required to note and report any observed or suspected security weaknesses in systems to management. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan.
- 5.2.12 Each department and/or contractor shall familiarize its employees on the use of its cybersecurity incident reporting procedures.
- 5.2.13 Contact with local authorities, including law enforcement, shall be conducted through an organized, repeatable process that is both well documented and communicated.
- 5.2.14 Contact with special interest groups, including media and labor relations, shall be conducted through an organized, repeatable process that is both well documented and communicated.
- 5.2.15 Where a follow-up action against an entity after a cybersecurity incident shall involve civil or criminal legal action, evidence shall be collected, retained, and presented to conform to the rules for evidence as demanded by the relevant jurisdiction(s). At the Department's discretion, they may obtain the services of qualified external professionals to complete these tasks.
- 5.2.16 Departments and/or contractors shall report cybersecurity incidents to the County pursuant to the Contract.

## 6 SERVICE CONTINUITY MANAGEMENT

Service continuity planning is one of the more important aspects of resilience management because it provides a process for preparing for and responding to disruptive events, whether natural or man-made. Operational disruptions may occur regularly and can scale from so small that the impact is essentially negligible to so large that they could prevent an organization from achieving its mission. Services that are most important to an organization's ability to meet its mission are considered essential and are focused on first when responding to disruptions. The process of identifying and prioritizing services and the assets that support them is foundational to service continuity.

Service continuity planning provides the organization with predefined procedures for sustaining essential operations in varying adverse conditions, from minor interruptions to large-scale incidents. For example, a power interruption or failure of an IT component may necessitate manual workaround procedures during repairs. A data center outage or loss of a business or facility housing essential services may require the organization to recover business or IT operations at an alternate location.

The process of assessing, prioritizing, planning and responding to, and improving plans to address disruptive events is known as service continuity. The goal of service continuity is to mitigate the impact of disruptive events by utilizing tested or exercised plans that facilitate predictable and consistent continuity of essential services.

This domain defines requirements to document, implement and annually test plans, including the testing of all appropriate cybersecurity provisions, to minimize impact to systems or processes from the effects of major failures of information systems or disasters via adoption and annual testing of:

- Business Continuity Plan
- Disaster Recovery Plan
- Cyber Incident Response Plan

Business Continuity is intended to counteract interruptions in business activities and to protect critical business processes from the effects of significant disruptions. Disaster Recovery provides for the restoration of critical County assets, including IT infrastructure and systems, staff, and facilities.



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### 6.1 GOALS AND OBJECTIVES

- 6.1.1 Service continuity plans for high-value services are developed.
- 6.1.2 Service continuity plans are reviewed to resolve conflicts between plans.
- 6.1.3 Service continuity plans are tested to ensure they meet their stated objectives.
- 6.1.4 Service continuity plans are tested, executed, and reviewed.

### 6.2 SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS

- 6.2.1 Backups of all essential electronically maintained County business data and system configurations shall be routinely created and properly stored to ensure prompt restoration.
- 6.2.2 Each department and/or contractor shall implement and document a backup approach for ensuring the availability of critical application databases, system configuration files, and/or any other electronic information critical to maintaining normal business operations within the department.
- 6.2.3 The frequency and extent of backups shall be in accordance with the importance of the information and the acceptable risk as determined by each department.
- 6.2.4 Departments and/or contractors shall ensure that locations where backup media are stored are safe, secure, and protected from environmental hazards. Access to backup media shall be commensurate with the highest level of information stored and physical access controls shall meet or exceed the physical access controls of the data's source systems.
- 6.2.5 Backup media shall be labeled and handled in accordance with the highest sensitivity level of the information stored on the media.
- 6.2.6 Departments and/or contractors shall define and periodically test a formal procedure designed to verify the success of the backup process.
- 6.2.7 Restoration from backups shall be tested initially once the process is in place and periodically afterwards. Confirmation of business functionality after restoration shall also be tested in conjunction with the backup procedure test.
- 6.2.8 Departments and/or contractors shall retain backup information only as long as needed to carry out the purpose for which the data was collected, or for the minimum period required by law.
- 6.2.9 Alternate storage facilities shall be used to ensure confidentiality, integrity and availability of all County systems.
- 6.2.10 Each department and/or contractor shall develop, periodically update, and regularly test business continuity and disaster recovery plans.
- 6.2.11 Departments and/or contractors shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). RAs include department identification of risks that can cause interruptions to business processes along with the probability and impact of such interruptions and the consequences to information security. A BIA establishes the list of processes and systems that the department has deemed critical after performing a risk analysis.
- 6.2.12 Continuity plans shall be developed and implemented to provide for continuity of business operations in the event that critical IT assets become unavailable. Plans shall provide for the availability of information at the required level and within the established Recovery Time Objective (RTO) and their location, as alternate facilities shall be used to maintain continuity.
- 6.2.13 Each department and/or contractor shall maintain a comprehensive plan document containing its



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business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance.

- 6.2.14 Each department and/or contractor shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments and/or contractors shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.