

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1.	Cooperative/Piggyback Name:	Omnia, and Cobb County, GA
2.	Contractor:	Carahsoft Technology Corporation
3.	Cooperative Agency Agreement Name and Agreement Number:	Technology Products, Solutions and Related Services, Contract 23-6692-01
4.	Cooperative Agency Initial Agreement Term:	Start Date: May 1, 2023 End Date: April 30, 2026
5.	Cooperative Agency's Agreement-Options to extend:	Two one-year extensions through April 30, 2028
6.	Cooperative Agency Amended Term:	N/A
7.	Cooperative Agency Remaining Options to Renew:	Two one-year extensions through April 30, 2028
8.	City of Stockton Cooperative Purchase Agreement Term:	Start Date: Date of Signature End Date: April 30, 2026
9.	City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$5,006,000 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Technology Products, Solutions and Related Services, Contract 23-6692-01 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

- 1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through date of signature to April 30, 2026 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.
- 2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

- 3. **Compensation:** City and Contractor do hereby enter into this Agreement for technology products, solutions, and related services available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$5,006,000 for the purchase of technology products, solutions and related services. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.
- 4. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
- 5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.
- 6. **Special Funding.** If Special Funding is applicable, Exhibit D Special Funding

2

Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON	CONTRACTOR NAME.
	By: Signature
Harry Black, City Manager	Signature
Date:	Robert R. Moore
	Print name
ATTEST:	Title: Vice President
Katherine Roland CMC, CPMC, City Clerk	[If Contractor is a corporation, signatures must comply with Corporations Code §313]
APPROVED AS TO FORM:	By: Jennifer Kanach Signature
Lori Asuncion, City Attorney	Olgridia
Print name	
	Title: Secretary

EXHIBIT A

(Insert for Council)

Cobb County

Contract # 23-6692-01

for

Technology Product Solutions and Related Services

with

Carahsoft Technology Corporation

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Carahsoft Technology Corporation effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Page | 1

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner.

Cobb County Board of Commissioners

100 Cherokee Street Marietta, GA 30090

Contractor:

Carahsoft Technology Corp.

11493 Sunset Hills Road, Suite 100

Reston, VA 20190

Description:

TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES: The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #23-6692 ("the RFP") and the Contractor's Proposal

submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (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") registered with OMNIA Partners, Public Sector

("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing

This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior

Court of Cobb County, Georgia.

Term:

This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each

annual term.

Price:

Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing:

For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall dearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{ SIGNATURES ON NEXT PAGE}

COBB COUNTY BOARD OF COMMISSIONERS

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



Lisa N. Cupid, Chairwoman Cobb County Board of Commissioners

5/5/2/3

Date

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

Authorized Signature

Proposal Team Lead

Title
04/06/23

Date

FEDERAL TAX ID NUMBER
52-2189693

Approved as to form

Luly Lucy
County Attorney's Office

Date

Date

Cobb County Board of Commissioners

100 Cherokee Street Marietta, GA 30090

Reference Number	The Marie Land
Reference Depart.	Purchasing Department

Master Agreement

Owner:

Cobb County Board of Commissioners

100 Cherokee Street Marietta, GA 30090

Contractor:

Carahsoft Technology Corp.

11493 Sunset Hills Road, Suite 100

Reston, VA 20190

Description:

TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES. The undersigned parties understand and agree to comply with and be bound by the entire contents of <u>Sealed Bid #23-6692</u> ("the RFP") and the Contractor's Proposal

submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (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") registered with OMNIA Partners, Public Sector

("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior

Court of Cobb County, Georgia.

Term:

This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each

annual term.

a ilida ta il

Price:

Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing:

For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

TABLE OF CONTENTS

Table of Contents	i
5.1 Cover Letter	1
5.2 Executive Summary	2
Solution Overview	
Prime Contractor: Carahsoft Technology Corp	2
Carahsoft Technology Product, Services, and Solution Offering	3
5.3 Company Background/Profile	11
5.4 Experience	
5.5 Product Information/Service Capability	14
5.6 Pricing	15
5.7 Financial Statements	16
5.8 National Contract	17
Attachment A, Exhibit A	17
3.1 Company	
3.2 Distribution, Logistics	20
3.3 Marketing and Sales	21
Attachment A, Exhibit B	26
Attachments	27
Bid Cover Page	27
Bid Submittal Form	29
Contractor Affidavit and Agreement (Exhibit A)	31
Statement of Ownership Disclosure	33
Non-Collusion Affidavit	36
Affirmative Action Affidavit	38
Stockholder Disclosure Certification	40
Certification of Non-Involvement in Prohibited Activities in Iran	42
New Jersey Business Registration Certificate	44
EEOAA Evidence	45

ATTACHMENT F

MacBride Principles	47
Addendum 1	49
Addendum 2	51
Addendum 3	53
Carahsoft Organization Chart	55
Carahsoft Line Card	56
EEO Report	59

5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

October 13, 2022 Cobb County 122 Waddell Street NE Marietta, Georgia 30060

Re: Carahsoft's Response to the Cobb County's Request for Proposals: Technology Product Solutions and Related Services. Solicitation Number: 23-6692

Dear Evaluation Team.

Carahsoft Technology Corp. appreciates the opportunity to respond to the Cobb County (County)'s Request for Proposals (RFP): Technology Product Solutions and Related Services. Carahsoft is proposing our robust catalog of manufacturer, services, and reseller partners. Our team has reviewed and considered County'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 the OMNIA contractor (R191902) and government distributor for our partner ecosystem. 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 703.673.3568/<u>Elise.Roell@carahsoft.com</u> or George Nicholls at 703.889.9815/<u>George.Nicholls@carahsoft.com</u> with any questions or communications that will assist County in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Kristina Smith Contracts Director

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Solution Overview

Carahsoft understands that the Cobb County is seeking qualified suppliers for Technology Product Solutions and Related Services to establish a Master Agreement to achieve cost and time savings for Suppliers and Participating Public Agencies. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our portfolio of over 300 Technology Manufacturers and network of around 3,000 reseller and services partners as the best solution to meet County's requirements.

Cobb County Objectives	Carahsoft Qualifications
Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.	With over 300 technology manufacturers and our large partner network of over 3,000 resellers and services partners, Carahsoft is uniquely positioned to provide a robust catalog of products and services to help the Participating Public Agencies access a full range of solutions to meet their needs.
Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.	Carahsoft currently holds two Omnia contracts, in addition to a multitude of Canadian, and U.S. Federal and State and Local contracts.
Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.	As the Master Government Aggregator for our vendor partners, we have extensive experience negotiating price lists that provide the best value to our government customers and cuts down on the procurement activity required for all parties.
Combine the volumes of Participating Public Agencies to achieve cost effective pricing.	Carahsoft strives to provide the most competitive pricing on the market for our government customers.
Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.	Our sales, order operations and IT teams are all closely integrated to deliver the most efficient process from quote to cash. Westrive for 60-minute quote turnaround time, especially for end-of-quarters and end-of years as well as 6-hour turnaround on all clean POs.

Prime Contractor: Carahsoft Technology Corp.

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 and employs more than 1,900 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry's leading manufacturers, our partner ecosystem encompasses more than 3,000+ government

5000

AMERICA'S

Tp100

GOVERNMENT CONTRACTORS

BUSINESSJOURNAL

contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

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

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

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to \$10.2 billion in 2021. In September of 2021, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 16,916 orders worth more than \$1.8 billion.

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

Carahsoft Technology Product, Services, and Solution Offering

Cobb County Requirements

Technology Products: A complete portfolio of technology products such as desktops, laptops, tablets, PDAs, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computervideo interfaces, switchers, matrix switchers, distribution amplifiers, video scalers, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.

Carahsoft Capabilities

Carahsoft has provided our corporate linecard as an attachment which shows our robust catalog of manufacturer partners which meet the technology portfolio described. We are happy to leverage this vast ecosystem to support the Cobb County and Omnia partners needs.

Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems

Cobb County Requirements

Carahsoft Capabilities

configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:

<u>Virtualization</u>: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

IT organizations are challenged by the limitations of today's x86 servers, which are designed to run just one operating system and application at a time. As a result, even small data centers have to deploy many servers, each operating at just 5 to 15 percent of capacity—highly inefficient by any standard.

A key benefit of virtualization technology is the ability to contain and consolidate the number of servers in a datacenter. This allows businesses to run multiple application and OS workloads on the same server. Ten server workloads running on a single physical server is typical, but some companies are consolidating as many as 30 or 40 workloads onto one server. As you might expect, dramatically reducing server count has a transformational impact on IT energy consumption. Utilization of x86 servers increases from the typical 8-15 percent to 70-80 percent. Reducing the number of physical servers through virtualization cuts power and cooling costs and provides more computing power in less space. As a result, energy consumption typically decreases by 80 percent.

<u>Physical Security</u>: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

<u>Communications</u>: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

Physical Security solutions combine video management, access control, video analytics, intrusion alerts and more onto a single or consolidated platform of networks that can be accessed from anywhere and at any time through a Web browser. Data from these subsystems is automatically correlated, providing users with a comprehensive view of security operations.

The F5 BIG-IP family of products offers application intelligence that network managers need to ensure applications are fast, secure, and available. All BIG-IP products share a common underlying architecture, F5's Traffic Management Operating System (TMOS), which provides unified intelligence, flexibility, and programmability. Together, BIG-IP's powerful platforms, advanced modules, and centralized management system make up the most comprehensive set of application delivery tools in the industry.

<u>Cloud</u>: Cloud solutions for scalable computing and storage capacity and rapid self- provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (laaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

With no minimum fee and a pay for what you use model, Google Cloud Storage capacity pricing is the most cost effective in the market. In addition, with lifecycle management Google Cloud storage allows you to reduce your costs even further by automatically archiving your objects to Cloud Storage Nearline and scheduled deletions. Store your data on Google's infrastructure with very high level of durability and availability. Google Cloud Storage stores and replicates your data allowing a high level of persistence. Google Cloud Storage is built with a replicated storage strategy. All data is encrypted both in-flight and at rest. The

Cobb County Requirements	Carahsoft Capabilities
	Google security model is an end-to-end process, built on
Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.	over 15 years of experience. Datacenter Infrastructure is the backbone of delivering IT performance to the consumers of today's applications. Technology has shifted to become increasingly software-driven which puts more pressure on the infrastructure to deliver the level of performance the software is capable of or demands. Traditional datacenter infrastructure is being challenged to meet the
	demands of this new approach. New datacenter infrastructure technology embraces the software driven approach and is designed to accommodate large consumptions of data in a number of forms. Arista Networks has lead the network modernization shift by designing network switches with high buffers and high speeds. They provide a flexible solution to make the transition from a traditional approach to a modern infrastructure more affordable, by not requiring forklift upgrades to the entire datacenter. Network modernization is a key to delivering applications like desktop virtualization and big data analytics.
Data Management: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.	Data is the raw material of business – an economic input almost on par with capital and labor. However, data in most organizations is scattered across multiple operational and analytical systems. Big data with new sources, such as social media, cloud applications, and syndicated data services are on the rise, and many organizations are realizing that physical consolidation or replication of data is not practical for all data integration and business agility needs. Data needs to be made easily consumable by people who need it to advance the business.
	Data Virtualization is a lean data integration solution that provides easy, real-time, and unified data access across disparate sources to multiple applications and users. Data Virtualization makes data spread across physically distinct systems – such as multiple databases, XML files, and even Hadoop systems – appear as a set of tables in a local database. This comprehensive platform enables agile data provisioning by providing the following functions:
Visual Communications: Visual communications that integrate	Connect: Access data from multiple heterogeneous data sources with different access methods and storage models. Compose: Easily create reusable, business-friendly data models and virtual unified views by combining and transforming data from multiple sources. Consume: Make integrated data available on demand for consumption by external apps through open standards interfaces. Now more than ever, people need the ability to

Cobb County Requirements	Carahsoft Capabilities
audio, video, voice and presentation capabilities.	collaborate effectively with colleagues, partners, and customers—around the world, across devices, and through technical boundaries. More and more organizations, including large enterprises and government agencies, are using Visual Communication to drive end-to-end, business-critical workflows for web meetings, eLearning, and webinars. The right Visual Communication solution delivers exceptionally rich interactions and enables organizations to fundamentally improve productivity. You can captivate your audience with rich, engaging,
	and interactive experiences and make them available to virtually anyone, anywhere, on virtually any device, with just a click of a button.
	Certain Visual Communication Technologies allow invitees to easily attend a meetings from the desktop without requiring a client download, and offers complete mobile-to-mobile collaboration capabilities to address the realities of today's business environments, where employees and customers are on the move worldwide.
UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.	When disasters happen, first responders and emergency personnel are not always in the same place. Unified Communications and Collaboration allows you to set up a virtual command center that can be pre-loaded with maps, actions plans and emergency contact information. This allows first responders and decision makers to work together more quickly and effectively. In 2010 the US Southern Command used UCC technologies to support the Haiti earthquake disaster relief teams, and the Montana National Guard used it to coordinate efforts in fighting the wildfires in the summer of 2015.
	UCC technologies for distributed team collaboration efforts help government organizations accelerate team decision-making regardless of where people are located by equipping them with a powerful and easy-to-use set of tools for web conferencing and information sharing. Leverage existing investments in video conferencing solutions by integrating your video telephony devices supporting SIP/H.264. Nontechnical users can share everything from text and graphics files to multimedia presentations and websites; collect comments from multiple reviewers; and host live, interactive discussions online without additional downloads.
Broadcast Studio: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which	Public sector communication is undergoing an incredible transformation. Government organizations that adopt
provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network	innovative technologies can capitalize on this transformation to create mission value and cost savings opportunities.
and storage technologies).	Broadcast Studios help public sector organizations accelerate their direct communications with the public in

Cobb County Requirements	Carahsoft Capabilities
	order to drive measurable benefits. More than 1,000 organizations worldwide use Broadcast Studios and secure cloud-based enterprise marketing platforms to reach, inform and engage their audiences through web, email, mobile and social media channels.
Law Enforcement: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing,	The utilization of multiple channels enables Broadcast Studios to send personalized, targeted communication to promote services, enhance public awareness, and drive better involvement in agency programs through email, text messaging and other digital media channels. Carahsoft works in law enforcement with a number of vendors; with various solutions like: Acadis, ADF
city surveillance, and digital evidence management.	Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, 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
Mobility: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self- destructing content, and content linked back to the user.	The Mobility/Telework portfolio at Carahsoft includes industry-leading emerging technology solutions to enable government agencies to address a changing workplace. Organizations need to adapt rapidly to shifting user needs while maintaining data privacy and compliance requirements.
	The US Communities contract would benefit from access to a host of software manufacturers whose focus is to turn a government entities mobile and telework program in to a fully operating and compliant environment to fully meet an agencies mission with: • Secure Mobility and Device Management Mobile • Applications and Mobile Productivity Applications • Mobile Application Development and Performance Management • VDI solutions and Telecom and Expense Management software.
Asset Management: Asset management solutions to identify and manage installed software, hardware and license entitlements.	Inaccurate inventory, wasted resources, compliance issues, and service delays are all every day risks for enterprises that have serious consequences if not addressed. To mitigate risk, organizations need to know the assets they have, where they are, usage entitlements, who uses them, how they are used, how they are configured, what they cost and the value they deliver.

Cobb County Requirements	Carahsoft Capabilities
	Asset Management tracks the financial, contractual, and inventory details of hardware, software, and virtual infrastructure – as well as non-IT assets – throughout their lifecycles. Asset requests are handled using workflows to obtain approvals, validate entitlements, issue chargebacks, and provision services. Once an asset is deployed, Asset Management records all maintenance activity and enables IT to perform regular audits, right up until asset retirement.
Data Protection: Data protection to protect, backup, recover and archive data and applications.	VERITAS provides complete data protection and recovery for all data, systems, and locations. The Backup Exec family provides the gold standard in Windows data and system protection. The BUE family provides efficient granular recovery of critical Microsoft applications and complete Windows system recovery in minutes, ensuring Windows information is always protected. Backup Exec is designed specifically to protect heterogeneous server environments and remote offices. Additionally, the newest version of Backup Exec, v. 15 provides: • Efficient block level deduplication and change block tracking to reduce the amount of data saved to storage. • Deep integration with Microsoft Volume Shadow Copy Service (VSS) and VMware's vStorage APIs for Data Protection (VADP) for fast virtual machine snapshots. • A single solution and management console for virtual and physical to help reduce cost and complexity while simplifying the protection of your entire environment. • Flexible storage options so you can backup to virtually any storage device including disk, tape, or third party cloud. VERITAS NetBackup delivers high performance data protection that scales to protect he largest UNIX, Windows, Linux, and NetWare environments. With complete protection from remote office to data center to vault, NetBackup offers a single console for all backup and recovery operations. Key Features of NetBackup 7.7 include: • Converged backup platform integrates software and hardware to create a solution that is extremely easy to deploy and maintain. • Extensive integration with virtual and physical systems, applications, and storage technologies enable almost any enterprise environment to be protected using a single solution. • Accelerator reduces backup times from hours to minutes by limiting backups to changed blocks and combining them with previous

Cobb County Requirements	Carahsoft Capabilities
Energy and Water Conservation: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and	backup data to produce synthetic full backups. Auto Image Replication automates the process of moving data to another site for disaster recovery, merging data from multiple sources and synchronizing catalog information to speed recovery. Replication Director orchestrates hardware snapshot and replication operations from leading providers such as NetApp and EMC, ensures snapshots are application-consistent, and catalogs snapshots for easy file restore. From smart grid analytics and meter data management to demand-side management tools, we have everything you need to become a best-run utility. With SAP solutions, utilities companies operating in
security projects.	regulated and unbundled markets are better able to meet challenges in supplying power while adapting to industry reorganization and coping with regulatory uncertainty. Facilitated by SAP software, they can harness emerging technologies to achieve the right balance between profitability, sustainability, and safety in supplying their customers with energy. • Energy supply chain optimization Integrate supply chain processes and information from procurement and delivery to consumption. • Operational efficiency for plants and grids: gain a single real-time view of plant and business data that enhances the entire asset lifecycle. • The intelligent grid uses state-of-the-art technologies to move smart-grid benefits on to consumers and businesses. • Customer experience: Gain a 360-degree, real-time view of customers to enhance service, marketing, and sales.
Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.	New innovative technologies and solutions from SAP deliver greater value by enabling better business insight to maintain financial excellence. Make better business decisions with SAP HANA by handling large volumes of granular data and performing in-memory analysis. In addition to on-premise implementations, deploy business processes quickly and flexibly in the cloud. Collaborative finance operations: Improve efficiency with increased automation and global consistency while providing superb service. Enterprise risk and compliance management: Manage enterprise risk and compliance for optimal financial performance of fraud and audit processes. Treasury and financial risk management: Increase insight and control for managing cash, liquidity, financial investment decisions,

Cobb County Requirements	Carahsoft Capabilities
	 and risk. Financial planning and analysis: Increase organizational agility, control costs, improve margins, and align execution with strategy. Accounting and financial close: Execute a compliant close that reduces cost and effort and provides regulatory disclosures.
Other Services and Solutions: Services and solutions not listed	Additional Services and Solutions are detailed and
above that may be proposed by Offeror.	provided within the Cost Proposal of this response.

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Carahsoft Technology Corporation 11493 Sunset Hills Road, Reston, VA 20190 www.carahsoft.com 703-871-8500 703-871-8505 – Fax <u>Sales@Carahsoft.com</u> Federal ID# 52-2189693

b. Date business was established under current name.

Carahsoft was incorporated in 1999. We have been in business since 2004.

c. Size of company including the total number of employees.

Carahsoft is a Large S-Corporation with around 2,400 employees.

d. Type of ownership or legal structure of business

S-Corporation. We are a privately held company.

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Carahsoft has not failed to complete work for which a contracts was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

There are no civil or criminal actions pending against the firm or any key personnel related in any way to contracting.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

Carahsoft has not been disqualified from working for any public entity.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Individual SOWs and work orders may require additional terms depending on the work required. Since this is deal dependent, we are unable to provide an exact list of additional terms at this time.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- a. Scope of services/contract description.
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Relevant Experience	
Scope of services/contract description.	Education Software Solutions and Services
Dollar value of contract.	Approximately \$20 Million
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone	Name: Margaret S. Bass
number, and current e-mail address as reference	Title: Region 4 ESC Authorized Board Member
information.	Phone Number: Carahsoft will provide upon request
	E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	Google Products, Services and Solutions Contract
Dollar value of contract.	N/A
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone	Name: Cathy Muse
number, and current e-mail address as reference	Title: CPPO Director of Purchasing and Supply Management
information.	Phone Number: Carahsoft will provide upon request
	E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	GSA Multiple Award Schedule
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone	Name: Carahsoft will provide upon request
number, and current e-mail address as reference	Title: Carahsoft will provide upon request
information.	Phone Number: Carahsoft will provide upon request
	E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	NASA SEWP
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone	Name: Carahsoft will provide upon request
number, and current e-mail address as reference	Title: Carahsoft will provide upon request
information.	Phone Number: Carahsoft will provide upon request
	E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	2GIT
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone	Name: Carahsoft will provide upon request
number, and current e-mail address as reference information.	Title: Carahsoft will provide upon request
	Phone Number: Carahsoft will provide upon request
	E-mail Address: Carahsoft will provide upon request

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?

Maintenance and repairs are based on the warranty terms of our individual manufacturer partners and can be provided upon review of a SOW or details provided on a specific work order.

b. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

Carahsoft supports the following communication types:

- 1. E-mail Attachment in the following formats: Plain text, PDF, HTML, JPEG, TIFF, Gif, Microsoft Excel, and Microsoft Word
- **2.** Fax
- 3. Paper copy sent via US Mail or private courier
- 4. Credit Card (phone or web)

5.6 PRICING

- a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.
 - Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer part #
 - Supplier's Part # (if different from manufacturer part #)
 - Description
 - o Manufacturer's Suggested List Price and Net Price
 - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

- b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).
- c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

Carahsoft is proposing to extend the pricing discounts that are currently offered through our Educational Software Solutions and Services Contract (Contract Number: R191902, which managed by Region 4 Education Service Center in Texas) to Cobb County.

This pricelist can be viewed at the following

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

5.7 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

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 \$10.2 in 2021. 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 Atlantic Union 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.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

Not applicable.

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

Not applicable.

5.8 National Contract

Attachment A, Exhibit A

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier 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 report to OMNIA Partners.

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.

3.1 Company

 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 about 2,400 persons.

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.

2019 - \$6.9B

2020 – \$9.0B

2021 - \$10.6B

a. Submit FEIN and Dunn & Bradstreet report.

FEIN#: 52-2189693 DUNS: 088365767

e. Describe any green or environmental initiatives or policies.

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, thelights 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.

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 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 MWBEor 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 y	es, list certifying agency:
	b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise
	□'	Yes ⊠ No
	If y	es, list certifying agency:
	C.	Historically Underutilized Business (HUB)
		Yes ⊠ No
	If ye	es, 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'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 demandincluding 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 leadershipgroup 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;

Not applicable.

b. is not owned or operated by anyone who has been convicted of a felony; or

Carahsoft is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

Describe any debarment or suspension actions taken against supplier

Not applicable.

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.

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.

3.3 Marketing and Sales

- a. 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

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.

 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 create trainings alongside the OMNIA Partners team to educate all necessary parties of the details of the new contract, and how to get involved.

- b. 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

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

 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.

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
- 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 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.

 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.

 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.

 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.

- 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.

c. 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 mulititude 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.

d. 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.

- e. 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

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.

- f. 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

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

- g. 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 upmost 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.

h. 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 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.

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.

Due to customer confidentiality, Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record. However, Carahsoft completed \$10.64B in sales in 2021 with help from over 4,000 marketing activities, generating over 64,000 leads.

 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").

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.
 - Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - 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.
 - 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).
 - If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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.

ATTACHMENTS

Bid Cover PagePlease find our completed Bid Cover Page beginning on the following page.



REQUEST FOR PROPOSALS

Sealed Bid # 23-6692 Technology Product Solutions and Related Services Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

<u>Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern</u> Join from meeting link

https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6

Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm 122 Waddell Street NE Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Carahsoft Technology Corporation		
ADDRESS: 11493 Sunset Hills Road		
REPRESENTATIVE: Elise Roell		
PHONE: 703-673-3568	FAX: 703-871-8505	
E-MAIL Elise.Roell@Carahsoft.com		

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Bid Submittal Form

Please find our completed Bid Submittal Form beginning on the following page.

BID SUBMITTAL FORM



BUSINESS NAME AND ADDRESS INFORMATION:

SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692 Request for Proposals Technology Product Solutions and Related Services Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST (NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

Company name:Carahsoft Technology Corporatio	n		
Contact name: Elise Roell			
Contact name:			
Company address: 11493 Sunset Hills Road			
E-mail address:Elise.Roell@Carahsoft.com			
Phone number: 703-673-3568	Fax number: _703-871-8505		
NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:			
Kristina Smith	Contracts Director		
(PLEASE PRINT/TYPE) NAME	TITLE		
SIGNATURE OF OFFICER ABOVE:			
(SIGNAT	TURE)		
TELEPHONE: _ 703-871-8500	FAX:		
BIDDER WILL INDICATE TIME PAYMENT DISCOUNT:	N/A		
BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE Deal by Deal basis	(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)		

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number <u>23-6692</u>; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Contractor Affidavit and Agreement (Exhibit A) Please find our completed Contractor Affidavit and Agreement beginning on the following page.

CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

350308	08/12/2010
LEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Contractor Name]	Carahsoft Technology Corporation Contractor Business Name
Kristina Smith	10/12/22
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE 12 DAY OF October, 202	22
Notary Public Commission Expires: 07/31/23	

Effective 09-20-2013

Statement of Ownership DisclosurePlease find our completed Statement of Ownership Disclosure beginning on the following page.

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 Te	echnology Corporation			
Organization Address: 11493 Suns	et Hills Road			
Part I Check the box that represen	ts the type of business organization:			
Sole Proprietorship (skip Parts II a	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 Partr	nership Limited Liability Partnership (LLP)			
Other (be specific):				
Part II				
corporation who own 10 perce partners in the partnership wh members in the limited liability	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)			
OI	२			
class, or no individual partner interest therein, or no membe	poration owns 10 percent or more of its stock, of any in the partnership owns a 10 percent or greater in the limited liability company owns a 10 percent or e case may be. (SKIP TO PART IV)			
(Please attach additional sheets if more spa	ace is needed):			
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address			
Craig P. Abod	Carahsoft is a privately owned company and is not publicly traded on the stock market			

<u>Part III</u> 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):	Kristina Smith	Title:	Contracts Director
Signature:	Kristina Smith	Date:	10/12/22

Non-Collusion Affidavit

Please find our completed Non-Collusion Affidavit beginning on the following page.

NON-COLLUSION AFFIDAVIT

I, Kristina Smith residing in Reston 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 Contracts Director of the firm of Carahsoft Technology Corporation (name of firm) the bidder making this Proposal for the bid entitled IT Product Solutions and Related Services and that I executed the said proposal with (fille 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 County relies upon the truth of the statements contained in said Proposal 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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) Virginia Notary public of My Commission expires 07/31/23 (Seal)	State of Virginia		
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 Contracts Director of the firm of Carahsoft Technology Corporation (name of firm) the bidder making this Proposal for the bid entitled IT Product Solutions and Related Services and that I executed the said proposal with 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 County (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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) Virginia Notary public of My Commission expires 07/31/23	County of Fairfax	SS:	
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 Contracts Director of the firm of Carahsoft Technology Corporation (name of firm) the bidder making this Proposal for the bid entitled IT Product Solutions and Related Services and that I executed the said proposal with 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 County (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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) Virginia Notary public of My Commission expires 07/31/23			
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 Contracts Director of the firm of Carahsoft Technology Corporation (name of firm) the bidder making this Proposal for the bid entitled IT Product Solutions and Related 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 County relies upon the truth of the statements contained in said Proposal 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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) Virginia Notary public of My Commission expires 07/31/23	1,	iding in Reston	
age, being duly sworn according to law on my oath depose and say that: I am Contracts Director of the firm of Carahsoft Technology Corporation (name of firm) the bidder making this Proposal for the bid entitled IT Product Solutions and Related Services, and that I executed the said proposal with (ittle 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 County relies upon the truth of the statements contained in said Proposal 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 before me this day October 12 , 2 022	(name of affiant)	(name of municipality)	C C 11
I am Contracts Director of the firm of Carahsoft Technology Corporation (name of firm) the bidder making this Proposal for the bid entitled IT Product Solutions and Related Services and that I executed the said proposal with (itile 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 County relies upon the truth of the statements contained in said Proposal 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 before me this day Signature October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) Virginia Notary public of My Commission expires 07/31/23			oi iuli
the bidder making this Proposal for the bid entitled IT Product Solutions and Related 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 County relies upon the truth of the statements contained in said Proposal 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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) My Commission expires 07/31/23	age, being duty sworn according to law on my	oath depose and say that.	
the bidder making this Proposal for the bid entitled IT Product Solutions and Related 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 County relies upon the truth of the statements contained in said Proposal 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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) My Commission expires 07/31/23	I am Contracts Director	of the firm of Carahsoft Technology	7 Corporation
entitled IT Product Solutions and Related 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	(title or position)	(name of	firm)
entitled IT Product Solutions and Related 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		the hidder making this Proposal for the hid	
(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			-
(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	entitled IT Product Solutions and Related Services	and that I executed the said proposal with	
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	(title of bid proposal)		
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	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • • •	
affidavit are true and correct, and made with full knowledge that the			
relies upon the truth of the statements contained in said Proposal 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 before me this day October 12 October 12 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 Signature October 12 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 established commercial or selling agencies maintained by Carahsoft Type or print name of affiant under signature) Virginia Notary public of My Commission expires O7/31/23			ai aiiu iii uiis
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 before me this day October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) Virginia Notary public of My Commission expires 07/31/23			onosal
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 before me this day Signature October 12 , 2 022	(name of contracting unit)		
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 before me this day Signature October 12 , 2 022	and in the statements contained in this affidav	it in awarding the contract for the said proje	ect.
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 before me this day Signature October 12 , 2 022	I further warrant that no person or selling age	ncy has been employed or retained to solicit	or secure such
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft Subscribed and sworn to before me this day Signature October 12 , 2 022			
Subscribed and sworn to before me this day Signature October 12 , 2 022 Virginia Notary public of My Commission expires 07/31/23			
before me this day Signature October 12 , 2 022 Virginia Notary public of My Commission expires 07/31/23 Window Commission 1/2			J
before me this day Signature October 12 , 2 022 Virginia Notary public of My Commission expires 07/31/23 Window Commission 1/2			
Signature October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) My Commission expires 07/31/23	Subscribed and sworn to	11.	
Signature October 12 , 2 022 Kristina Smith (Type or print name of affiant under signature) My Commission expires 07/31/23	1.6 41: 1	Kartina milli	
October 12 , 2 022 Virginia Notary public of My Commission expires 07/31/23 Kristina Smith (Type or print name of affiant under signature)	before me this day	Signoture	
Virginia Notary public of My Commission expires 07/31/23 (Type or print name of affiant under signature)		Signature	
Virginia Notary public of My Commission expires 07/31/23 (Type or print name of affiant under signature)	October 12 , 2 022	Kristina Smith	
Notary public of My Commission expires 07/31/23		(Type or print name of affiant under signatu	re)
My Commission expires 07/31/23			
	Notary public of		
	My Commission agricus 07/31/23		
(Seal)	wy Commission expires		
	(Seal)		

Affirmative Action Affidavit

Please find our completed Affirmative Action Affidavit beginning on the following page.

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

	(1.L. 1975, C.127)
Company Name: Cara	ahsoft Technology Corporation
Street: 11493 Sunset I	Hills Road
City, State, Zip Code:	Reston, VA 20190
Proposal Certification:	
proposal will be accepted	s compliance with New Jersey Affirmative Action regulations. Company'd even if company is not in compliance at this time. No contract and/o sued, however, until all Affirmative Action requirements are met.
Required Affirmative A	ction Evidence:
Procurement, Professiona	l & Service Contracts (Exhibit A)
Vendors must submit with	h proposal:
1 10	of a valid letter that the contractor is operating under an existing Federally unctioned affirmative action program (good for one year from the date of the
OR	
	of a Certificate of Employee Information Report approval, issued in th N.J.A.C. 17:27-4;
OR	
of Contract C	of an Employee Information Report (Form AA302) provided by the Division compliance and Equal Employment Opportunity in Public Contracts and the public agency to be completed by the contractor in accordance with 7-4.
Public Work – Over \$50	0,000 Total Project Cost:
AA201. A project con	or New Jersey Affirmative Action Plan. We will complete Report Form stract ID number will be assigned to your firm upon receipt of the ect Workforce Report (AA201) for this contract.
B. Approved Federal or l	New Jersey Plan – certificate enclosed
I further certify that the s the best of my knowledge	
10/12/22	Laistina mith
Date	Authorized Signature and Title

Stockholder Disclosure Certification

Please find our completed Stockholder Disclosure Certification beginning on the following page.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
I certify that the list below contains the nar holding 10% or more of the issued and out OR	mes and home addresses of all stockholders standing stock of the undersigned.
I certify that no one stockholder owns 10% the undersigned.	6 or more of the issued and outstanding stock of
Check the box that represents the type of busine	ess organization:
Partnership X Corporation	Sole Proprietorship
Limited Partnership Limited Liability	Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and, if necessary	ary, complete the stockholder list below.
Stockholders:	, , , , , , , , , , , , , , , , , , ,
Name: Craig P. Abod	Name:
Home Address: 11493 Sunset Hills Road Reston, VA 20190	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this $\underline{12}$ day of $\underline{\text{October}}$, $\underline{2022}$	(Affiant)
(Notary Public)	Kristina Smith - Contracts Director
My Commission expires: 07/31/23	(Print name & title of affiant)

Certification of Non-Involvement in Prohibited Activities in Iran

Please find our completed Certification of Non-Involvement in Prohibited Activities in Iran beginning on the following page.



Signature

Print Name and Title

Kristina Smith - Contracts Director

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:

Carahsoft Technology

#23-6692 Technology Product Solutions and Related Services

VENDO	R NAME:	Carahsoft Technology
a contract 25 List https://www Division of	must certify that as a persor w.state.nj.us/trea f Purchase and	2-57, 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 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 or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website a asury/purchase/pdf/Chapter25List.pdf . Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party
		CHECK THE APPROPRIATE BOX
		t 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, ed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.
	OR	
	the Treasury's C	ertify 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 chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.
		d in Investment Activities D Vendor/ Bidder Activities
	Duration of En	
		onal Sheets If Necessary.
knowledge from the da aware that constitute a	e are true and con ate of this certificant it is a criminal of and material breach	hat I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of manipulate. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation ation 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 an affense 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 not make a contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable. 10/12/2022

Date

DPP Rev. 12.13.2021

ATTACHMENT F

New Jersey Business Registration Certificate



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CARAHSOFT TECHNOLOGY CORP

Trade Name:

Address: 1860 MICHAEL FARADAY DR STE. 100

RESTON, VA 20190

Certificate Number: 1511213

Effective Date: September 09, 2009

Date of Issuance: February 04, 2019

For Office Use Only: 20190204164113764

EEOAA Evidence

Please find our completed EEOAA Evidence form beginning on the following page.

DOC #8

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 for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _	Kristina Smith	Title:	Contracts Director	
Signatur	e: Kristina Smith	Date:	10/12/22	

MacBride Principles

Please find our completed MacBride Principles form beginning on the following page.

DOC #9 **MACBRIDE-PRINCIPLES**



Print Name and Title

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

	MACB	RIDE PRINCIPALS FORM						
BID SOLICITATION #:	23-6692	VENDOR/BIDDER:	Carahsoft Technology Corporation					
VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989								
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, 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 principals 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	f the Vendor/Bidde	er, certify pursuant to N.J.S.A. 52:	34-12.2 that:					
x	<u>CHEC</u>	CK THE APPROPRIATE BOX						
	no business operation	ns 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 principals 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 principals.								
		CERTIFICATION						
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.								
Tristina mul	W	10/12/22						
Signature		Date						
Kristina Smith - Contracts Di	rector							

Addendum 1

Please find our completed Addendum 1 beginning on the following page.



Roger Ball Purchasing Director

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

Page 1 of 8

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing
- Attachment Financial Ratio Evaluation Excel Spreadsheet

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation	10/12/22
Company Name	Date
Tristina milli	Vricting Smith
	Kristina Smith
Signature	Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 2

Please find our completed Addendum 2 beginning on the following page.



Roger Ball Purchasing Director

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

Questions Submitted in Writing

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation	10/12/22
Company Name	Date
Kristina Smith	Kristina Smith
Signature	Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 3

Please find our completed Addendum 3 beginning on the following page.



Roger Ball Purchasing Director

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

Questions Submitted in Writing

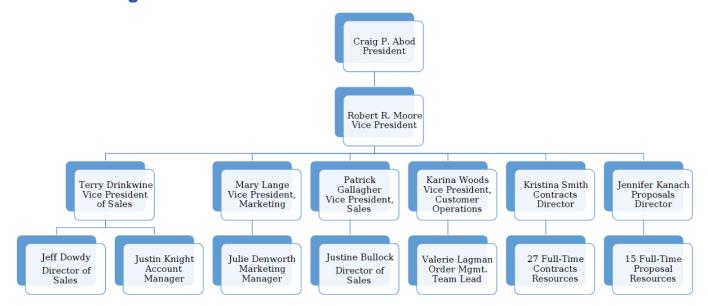
Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation	_10/12/22				
Company Name	Date				
Kristina Smith	Kristina Smith				
Signature	Please Print Name				

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Carahsoft Organization Chart



Carahsoft Line Card

Please find the Carahsoft Line Card beginning on the following page.

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.

vm ware [*]	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
aws	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. A Division of Broadcom	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
paloalto®	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	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>	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	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
D	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	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
A Adobe	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	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	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-GOOGL 844-554-6645
SAP	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
OMICRO*	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

VMWARE	10 i G Technology, Arista, Clear Cube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, Pencil Data, Qmulos, Red Factor, Rhondos, SMS 360, Syncsort, Vector AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, Pencil Data, Qmulos, Red Factor, Rhondos, SMS 360, Syncsort, Vector AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, Pencil Data, Qmulos, Red Factor, Rhondos, SMS 360, Syncsort, Vector AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, Pencil Data, Qmulos, Red Factor, Rhondos, SMS 360, Syncsort, Vector AcAlvio, Corelight, Cynerio, Cy
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenligh Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, Pingldentity, Precise, Progress, Red Hat Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3 C Logic, Apptio, Bravium, D tech Apps, Mobi Chord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm
SOLUTION VERTICA	LS
MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.a 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, MicroFocus GovernmentSolutions, Microsoft, MongoDB, Neustar, NewRelic, Nutanix, Okta, Orion, OSIsoft, Outsystems, 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, Zscale
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint Forescout, ForgeRock, Fornetix, 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, Zscale
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat Sscale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studic Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverger Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, 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, Tetrate, Zimbr
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAl, Chooch.ai, ClarifAl, Cloudera, Collibra, CORAS, CornerstoneA CrowdAl, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfolc Al, Fortinet, Google, H2O.Al, Heavy.Al, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsof Azure, Microway, Modzy, NDData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAI NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veriton
MOBILITY & TELEWORK	10ZiG, 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, Orior PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, 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, Rel Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoor
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.Al, Hytrusi Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforgec memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozom 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, Thetus Corp. Trellix, Veracode, Vintr
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, 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, CloudCheck Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks, DataRobot, Decision Lens, Delinea, Digital.a 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, Trellio, 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 Trackin, Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamor 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
CARAHSOFT CONTR	RACT VEHICLES
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

11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VA 20190 | 888.662.2724 | SALES@CARAHSOFT.COM

EEO ReportPlease find our 2021 EEO report beginning on the following page.

co= DA57607 u= DA57607

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1 SINGLE ESTABLISHMENT REPORT

ATTACHMENT F

SECTION B - COMPANY IDENTIFICATION

SECTION C - TEST FOR FILING REQUIREMENT

1. CARAHSOFT TECHNOLOGY CORPORATION

11493 Sunset Hills Road

SUITE 100

RESTON, VA 20190

2.a. CARAHSOFT TECHNOLOGY CORPORATION

1- Y 2- N 3- N DUNS= 088365767

SUITE 100

c. EIN= 522189693

RESTON, VA 20190

11493 Sunset Hills Road

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 511210 - Software Publishers

SECTION D - EMPLOYMENT DATA

	HISPANIC OR LATINO														
			********* MALE ********						**************************************						OVERALL
JOB CATEGORIES	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN NDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	TOTALS
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	1	0	0	1	0	0	5
FIRST/MID OFFICIALS & MGRS	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
PROFESSIONALS	16	25	130	6	0	9	0	11	201	11	2	26	0	23	460
TECHNICIANS	1	0	7	1	0	6	0	1	3	0	0	0	0	0	19
SALES WORKERS	54	43	638	65	8	33	1	35	571	37	4	25	3	39	1556
ADMINISTRATIVE SUPPORT	2	5	17	2	0	0	0	5	53	4	0	5	1	7	101
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 & 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
TOTAL	73	73	800	74	8	48	1	52	835	52	6	57	4	69	2152
PREVIOUS REPORT TOTAL	66	61	718	67	5	44	1	42	736	45	6	49	4	54	1898

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: Kristina Smith

EMAIL: kristina.smith@carahsoft.com

EEO1 REPORT CONTACT PERSON: Kristina Smith

EMAIL: kristina.smith@carahsoft.com

CERTIFIED DATE [EST]: 5/11/2022 4:15 PM

TITLE: Contracts Director PHONE: 703-871-8504 TITLE: Contracts Director PHONE: 703-871-8504

EXHIBIT B INSURANCE REQUIREMENTS

City of Stockton's Insurance Requirements

Exhibit B: Insurance Requirements

(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **1. Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **2. Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

 (Not required if consultant provides written verification it has no employees)
- **4. Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be** canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds

\$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided *for* at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *five* (5) years after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton Its Officers, Officials, Employees and Volunteers 400 E Main Street, 3rd Floor – HR Stockton, CA 95202