



24-03 Addendum 4

Carahsoft Technology Corporation

Supplier Response

Event Information

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

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE

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

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

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

Carahsoft Technology Corporation Information

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

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

Jennifer Kanach
Signature

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

Proposals@carahsoft.com
Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Carahsofts Offer and Contract
Signature Form.pdf

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

Appendix B - Terms & Conditions Acceptance Form

Carahsofts Appendix B Terms &
Conditions Acceptance Form.pdf

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

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

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

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

Products and Pricing

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

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

Value Add

No response

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

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Carahsofts Antitrust Certification
Statements.pdf

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

Certificate of Interested Parties (Form 1295)

Carahsofts 1295 Form.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Carahsofts Texas Government
Code 2270 Verification Form.pdf

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

Diversity Program Certifications

No response

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

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification *No response*

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

Minority Women Business Enterprise Certification *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification *No response*

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

Historically Underutilized Business Zone Enterprise (HUBZone) *No response*

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

Other recognized diversity certificate holder *No response*

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report.

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

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Carahsofts Exhibit F Federal Funds Certifications.pdf

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

OMNIA Partners - Exhibit G New Jersey Business Compliance

Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

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

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 Is pricing available for all products and services?

- Yes
 No

6 Describe any shipping charges (where applicable).

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

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

7 Provide pricing for warranties on all products and services.

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

8 Describe any return or restocking fees.

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

9 Describe customer fulfillment process.

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

10 Discounts or Rebates

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

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

1 1	<p>Verification of Contract Pricing</p> <p>Describe how customers verify they are receiving Contract pricing.</p> <p>Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.</p>
1 2	<p>Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.</p> <p>Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.</p>
1 3	<p>Frequency of Pricing Updates</p> <p>Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.</p> <p>This information varies by manufacturer.</p>
1 4	<p>Future Product Introductions</p> <p>Describe how future product introductions will be priced and align with Contract pricing proposed.</p> <p>Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.</p>
1 5	<p>Not to Exceed Pricing</p> <p>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.</p>
1 6	<p>Appendix D, Exhibit A, OMNIA Partners Response for National Contract</p> <p>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p>
1 7	<p>Appendix D, Exhibit B, OMNIA Partners Administration Agreement</p> <p>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.</p>
1 8	<p>Appendix D, Exhibits F and G</p> <p>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.</p>
1 9	<p>Emergency Orders</p> <p>Describe how Offeror responds to emergency orders.</p> <p>Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.</p>

2 0	<p>What is Offeror's average Fill Rate?</p> <p>We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.</p>
2 1	<p>What is Offeror's average on time delivery rate?</p> <p>Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.</p>
2 2	<p>Describe Offeror's return and restocking policy.</p> <p>We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.</p>
2 3	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>All products and services come with an initial warranty included in the price. Additional warranties are available upon request.</p>
2 4	<p>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</p> <p>Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care</p>
2 5	<p>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</p> <p>Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.</p>
2 6	<p>Describe Offeror's contract implementation/customer transition plan.</p> <p>During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.</p>
2 7	<p>Describe the financial condition of Offeror.</p> <p>As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from \$4M in bookings to more than \$16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a \$25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres</p>

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

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

29 Describe the Offeror's safety record.

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

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

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

31 Describe Offeror's reputation in the marketplace.

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

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

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

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

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

34 Describe the experience and qualifications of key employees.

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

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

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

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

Carahsoft does not have any such actions.

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

- Yes
- No

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

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

39 References

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

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

40 Value Add

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

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

41 Competitive Range

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

4 2	<p>Past Performance</p> <p>An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.</p>
4 3	<p>Additional Investigations</p> <p>Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.</p>
4 4	<p>Pricing Commitment</p> <p>Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
4 5	<p>Supplier Response</p> <p>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.</p>
4 6	<p>Brief history and description of Supplier to include experience providing similar products and services.</p> <p>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.</p>
4 7	<p>Total number and location of salespersons employed by Supplier.</p> <p>Carahsoft employees about 3,500 persons.</p>
4 8	<p>Number and location of support centers (if applicable) and location of corporate office.</p> <p>Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190</p>
4 9	<p>Annual sales for the three previous fiscal years.</p> <p>\$16400000000</p>
5 0	<p>Annual sales for the three previous fiscal years.</p> <p>\$12500000000</p>
5 1	<p>Annual sales for the three previous fiscal years.</p> <p>\$10600000000</p>

5 2	<p>Describe any green or environmental initiatives or policies.</p> <p>Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, the lights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center. Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.</p>
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5 3	<p>Diversity Programs</p> <p>Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.</p> <p>Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBE or SDVOB certified businesses.</p>
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5 4	<p>Minority Women Business Enterprise</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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5 5	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
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5 6	<p>Small Business Enterprise (SBE) or Disadvantaged Business Enterprise</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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5 7	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
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5 8	<p>Historically Underutilized Business (HUB)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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5 9	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
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6 0	<p>Historically Underutilized Business Zone Enterprise (HUBZone)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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6 1	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
6 2	<p>Other recognized diversity certificate holder</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
6 3	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
6 4	<p>Contractor Relationships</p> <p>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.</p> <p><i>As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.</i></p>
6 5	<p>Describe how supplier differentiates itself from its competitors.</p> <p>Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demand including but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadership group to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: ??Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.</p>
6 6	<p>Litigation, Bankruptcy or reorganization</p> <p>Describe any present or past litigation, bankruptcy or reorganization involving supplier.</p> <p><i>Not applicable.</i></p>

**6
7** **Felony Conviction Notice**

Indicate if the supplier:

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

Yes

No

**6
8** **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

Not Applicable.

**6
9** **Distribution, Logistics**

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.

**7
0** **Distribution**

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>

**7
1** **Distribution**

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.

**7
2** **Logistics**

Identify all other companies that will be involved in processing, handling or shipping the products/services 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.

**7
3** **Logistics**

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

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

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4** **Marketing and Sales**

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

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

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

90-day Plan

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

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

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

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Transition

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

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

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Logo

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

- Yes
- No

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Sales

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

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

- Yes
- No

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Training

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

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

- Yes
- No

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Responsibility

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

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

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

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Sales Force

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

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

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2

Implementation

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

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

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Program Management

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

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

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Supplier's Customer List

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

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

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System Capabilities and Limitations

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

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

8 6	Projected Sales Year One Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. <input type="text" value="\$0"/>
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8 7	Projected Sales Year Two Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. <input type="text" value="\$0"/>
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8 8	Projected Sales Year Three Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. <input type="text" value="\$0"/>
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8 9	General Terms and Conditions Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. <input checked="" type="checkbox"/> I certify compliance with this attribute.
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9 0	Felony Conviction Notification State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract". Subsection (c) states "this section does not apply to a publicly held corporation". Use the checkbox associated with this item to identify your status as it relates to this legal requirement. <input checked="" type="checkbox"/> Non-Felon - person/owner IS NOT a convicted felon <input type="checkbox"/> Not Applicable-firm is a publicly held corporation <input type="checkbox"/> Felon - person/owner IS a convicted felon
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9 1	Name of Felon and Nature of Felony, if applicable If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction. If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field. <input type="text" value="N/A"/>
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**9
2** Criminal History Records Review of Certain Contract Employees

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

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

I certify compliance with this attribute.

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

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

Select one of the available options:

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

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

OPTION A

OPTION B

Disclosure of Interested Parties

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

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

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

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

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

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

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

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

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

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

I certify compliance with this attribute.

Conflict of Interest Questionnaire

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

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

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

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

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

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

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

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

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

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

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

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

I certify compliance with this attribute.

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Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

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Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

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Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I certify compliance with this attribute.

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Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

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Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

I certify compliance with this attribute.

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Open Records Policy

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

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

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

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

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

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

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

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Consent to Release Proposal Tabulation

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

- I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

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Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I certify compliance with this attribute.

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Federal Rule (B) - Termination Conditions

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

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

I certify compliance with this attribute.

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Federal Rule (C) - Equal Employment Opportunity

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

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

I certify compliance with this attribute.

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Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

I certify compliance with this attribute.

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Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

I certify compliance with this attribute.

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Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F)If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

I certify compliance with this attribute.

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Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

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

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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

I certify compliance with this attribute.

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Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

I certify compliance with this attribute.

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Federal Rule (I) - Byrd Anti-Lobbying Amendment

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

I certify compliance with this attribute.

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Federal Rule (J) - Procurement of Recovered Materials

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

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

I certify compliance with this attribute.

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

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

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

I certify compliance with this attribute.

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Federal Rule (L) - Buy American Provisions

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

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

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I certify compliance with this attribute.

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

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

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

I certify compliance with this attribute.

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Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

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Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

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Federal Rule - Solid Waste Disposal Act

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

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Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

I certify compliance with this attribute.

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Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

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Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I certify compliance with this attribute.

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Indemnification

Acts or Omissions

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

Infringements

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

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

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

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

I certify compliance with this attribute.

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Excess Obligations Prohibited

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

I certify compliance with this attribute.

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Suspension and Debarment

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

I certify compliance with this attribute.

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Change in Law and Compliance with Laws

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

I certify compliance with this attribute.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name Carahsoft Technology Corporation

Address 11493 Sunset Hills Road, Suite 100,


City/State/Zip Reston, VA 20190

Telephone No. 703.871.8500

Email Address Sales@carahsoft.com

Printed Name Jennifer Kanach

Title Secretary

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
III. 18. / Pg 8	Samples	Remove current language. Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section	
IV. 2. / Pg 10	Not to Exceed Pricing	Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.	
IV. 5. / Pg 12	Additional Investigations	Remove Entirely	
Appendix A / Pg 3	11. Termination of Contract, c) Delivery/Services Failures	Remove entirely. Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section.	
Appendix A / Pg 4	12. Licenses	Add "(In adherence of Section 11a)"	
Appendix A / Pg 4	17. Price Adjustments	Add "when contractor receives notice" to the end of the first sentence. Change "thirty (30) days" to "fifteen (15) days. Add "Contractor's provided Service Level or End User License Agreement for manufacturers will additionally govern the terms of this section."	
Appendix A / Pg 4	18. Audit Rights	Remove "random" from "random audits," and add "with no less than (1) business days' notice" immediately following. Carahsoft requests a reasonable amount of time to prepare for an audit. Change "Contractor's sole cost and expense to "Region 4 ESC's sole cost and expense". Carahsoft will give you the ability to conduct an extensive audit, but we will not pay for it.	
Appendix A / Pg 5	19. Discontinued Products	Add "(unless manufacturer justification is provided and approved by Region 4 ESC)".	
Appendix A / Pg 5	20. New Products/Services	Add "(unless manufacturer justification is provided and approved by Region 4 ESC)" after "...the original discount".	

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A / Pg 5	22. Warranty Conditions	Add "In accordance with Contractor's provided Service Level or End User License Agreement for manufacturers".Manufacturers terms would have greater applicability on a transactional basis	
Appendix A / Pg 5	24. Site Preparation	Add "(unless the exception of preparation is specified by the service level agreement)" after "...the site has not been prepared..."	
Appendix A / Pg 5	26. Safety Measures	Add "Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section.	
Appendix A / Pg 6	28. Stored Materials	Remove entirely and replace with Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section . Carahsoft requests these is a transactional applicability	
Appendix A / Pg 6	32. Certificates of Insurance	Change "...minimum of ten (10) days" to "...minimum of fifteen (15) days". Carahsoft requests 5 extra days to consider our insurance brokers turn around time	
Exhibit A	Exhibit A Response for National Cooperative Contract	Please see full redlined copy of Exhibit A Attached under "Redlines, Exhibit A"	
Exhibit B	Exhibit B Administrations Agreement, Example	Please see full redlined copy of Exhibit B Attached under "Redlines, Exhibit B"	

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	_____	Contact	_____
	Technology Corp	Carahsoft	<i>Benjamin Rader</i>
	_____		Signature
	Sunset Hills Road,	11493	Benjamin Rader
	_____		Printed Name
Address	Suite 100,		Contracts Representative
	_____		Position with Company
	Reston, VA 20190		
	_____	Official Authorizing Proposal	<i>Jennifer Kanach</i>
	_____		Signature
			Jennifer Kanach
			Printed Name
Phone	703.871.8500		Secretary
	_____		Position with Company
Fax	703.871.8505		

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

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

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

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that: (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (b) Is not organized primarily for profit; and (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services". (d) *Representation.* The Offeror represents that—

(1) It ~~F will~~, F will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ~~F does~~, F does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b)*Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c)*Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d)*Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In

addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JK Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions. JK

Does offeror agree? YES Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.


Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. JK

Does offeror agree? YES

Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.




Does offeror agree? YES

Initials of Authorized Representative of offeror

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


In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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



Does offeror agree? YES Initials of Authorized Representative of offeror **(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes



debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



Does offeror agree? YES

Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES



Initials of Authorized Representative of offeror

~~CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT~~

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6221 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES



Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF
TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR
PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR
MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.


Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

 _____

Does offeror agree? YES

Initials of Authorized Representative of offeror

Offeror's

Name:

Carahsoft Technology Corporation

Address, City, State, and Zip Code:

Road, Suite 100, Reston, VA 20190 Phone Number: _____ 11493 Sunset Hills
703-871-8500

Fax Number: _____ 703-871-8505

Printed Name and Title of Authorized Representative:
Secretary Jennifer Kanach,

Email Address:

_____ Jennifer.Kanach@carahsoft.com Signature of Authorized Representative:

_____ Date: _____ 06/05/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

rahssoft Technology Corporation Ca

Address, City, State, and Zip Code:

Suite 100, Reston, VA 20190 11493 Sunset Hills Road,

Phone Number: 703-871-8500 703-871-8505

Fax Number:

Printed Name and Title of Authorized Representative:

Jennifer Kanach, Secretary

Email Address:

Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative:



Date:

06/05/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the: a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7 c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at

\$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback

Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part

401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which

is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____ Carahsoft Technology Corporation

Address, City, State, and Zip Code:

11493 Sunset Hills Road, Suite 100, Reston, VA 20190

703-871-8505

Phone Number: _____ Fax Number: _____ 703-871-8500

Printed Name and Title of Authorized Representative:

Jennifer Kanach, Secretary

Email Address: _____ Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative:  _____

Date: _____ 06/05/24

Texas Government Code 2270 Verification Form

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

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

I, _____, Jennifer Kanach as an authorized representative of

_____, Carahsoft Technology Corporation a contractor engaged by Insert Name of Company

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

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

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

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



Signature of Named Authorized Company Representative

06/04/24

Date

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

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

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:		Date:	06/11/24

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss: Fairfax, VA

I, Jennifer Kanach _____ residing in Reston _____
(name of affiant) (name of municipality)
in the County of Fairfax _____ and State of Virginia _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am Secretary _____ of the firm of Carahsoft Technology Corp _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Solutions and Services _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ Region 4 ESC _____ relies upon
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft _____.

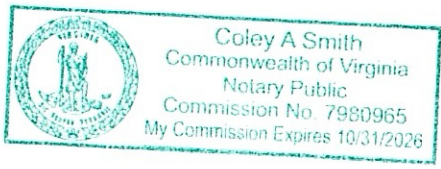
Subscribed and sworn to _____
before me this day _____
Coley Smith _____
Signature _____
Jennifer Kanach

June 11, 2024 _____
(Type or print name of affiant under signature)

Virginia _____
Notary public of _____

My Commission expires 10 | 31 | 26

(Seal)



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

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA, 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

06/11/24
Date

 , Secretary
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

[] Partnership [X] Corporation [] Sole Proprietorship

[] Limited Partnership [] Limited Liability Corporation [] Limited Liability Partnership

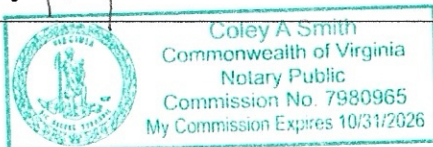
[] Subchapter S Corporation

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

Stockholders:

Table with 2 columns: Name, Home Address. Row 1: Name: Craig P. Abod, Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631. Rows 2-4 are empty.

Subscribed and sworn before me this 11 day of June, 2024. (Notary Public) [Signature] My Commission expires: 10/31/26. [Signature] Jennifer Kanach, Secretary (Affiant) (Print name & title of affiant) (Corporate Seal)





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Jennifer Kanach)

Date (06/11/24)

Jennifer Kanach, Secretary
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).


OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)



Signature of Vendor's Authorized Representative
Jennifer Kanach, Secretary

Print Name and Title of Vendor's Authorized Representative
Carahsoft Technology Corp

Vendor's Name
11493 Sunset Hills Road, Suite 100

Vendor's Address (Street Address)
Reston, VA 20190

Vendor's Address (City/State/Zip Code)

06/11/24

Date
FEIN: 52-2189693

Vendor's FEIN
703-871-8500

Vendor's Phone Number
703-871-8505

Vendor's Fax Number
Sales@carahsoft.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version March 19, 2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

Please see Carahsoft's New Jersey Business Registration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

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: Jennifer Kanach

Title: Secretary

Signature: 

Date: 06/11/24



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24

Date

Jennifer Kanach

Print Name and Title

Carahsoft - # 24-03 Authorized Resellers

	Authorized Reseller
1	5S Technologies, LLC
2	Abico, LLC
3	Accounting Equipment Corp dba AE Business Solutions
4	Acture Solutions
5	Advanced Network Management, Inc
6	Advizex Technologies, LLC
7	Aercor
8	Agility Software Solutions
9	Agosto, LLC
10	Ahead, LLC
11	AirGap Labs
12	Akaveil Technologies, Inc.
13	Akins IT, Inc.
14	Aligned Technology Group
15	AmeriNet Of Michigan, Inc.
16	Amyx, Inc.
17	Apollo Information Systems
18	Applied Technology Services
19	Archangel Tablets LLC dba Archangel Education + Technology
20	Archive Data Solutions
21	Arete Advisors, LLC
22	Armature Systems, Inc.
23	Aspire Technology Partners, LLC
24	August Schell Enterprises, Inc
25	Aurora Systems Consulting, Inc.
26	Avere, Inc.
27	Billigence US, Inc.
28	Bird Rock Systems, Inc.
29	Blackhawk Data (Zscaller Products Only)
30	Blackwood
31	Blackwood Associates, Inc.
32	Blue Line Tech, LLC
33	BorderLan
34	Bridge Data Solutions, Inc.
35	Broadleaf Group
36	Brown Enterprise Solutions, LLC
37	C Spire
38	Cadence Team, Inc.
39	Cadre
40	Cambridge Computer Services, Inc.
41	CarlNTech, LLC
42	Carolina Advanced Digital, Inc.
43	CAS Severn, Inc.
44	CBTS Technology Solutions LLC
45	CDI

	Authorized Reseller
46	CGI Technologies and Solutions, Inc.
47	Champion Systems, Inc.
48	Chanel systems
49	Cherbonnier Mayer & Associates, Inc. dba CMA Technology Solutions
50	CloudAI Technologies, LLC
51	CNP Technologies, Inc.
52	Code 3 Technology
53	Communications Consulting, Inc.
54	Compulink Technologies, Inc.
55	CompuNet, Inc.
56	Compuquip Technologies, Inc.
57	Computacenter Fusionstorm Inc.
58	Computex
59	ComSource, Inc.
60	Continental Resources, Inc.
61	Converge Technology Solutions US, LLC
62	ConvergeOne
63	Copiers Northwest, Inc.
64	Core BTS, Inc.
65	CPAC, Inc.
66	Cpak Technology Solutions
67	CVE Technologies Group, Inc.
68	Data Network Solutions, Inc.
69	Data Networks of America, Inc.
70	DataEndure
71	Datalink Networks
72	DataServ Integrations LLC
73	Davenport Group
74	Digital Scepter Corporation
75	Distributed Technology Group, LLC
76	Dito, LLC
77	DOF Creations, LLC
78	Driven Acquisition, Inc.
79	DynTek
80	Eagle Software, Inc. DBA Eagle Technologies
81	Edge Solutions, LLC
82	Education Networks of America (SentinalOne Products Only)
83	Empire Computing and Consulting, Inc.
84	End Game Technologies
85	Enterprise IT Solutions LLC DBA Enterprise IT Security
86	ePlus Technology, Inc
87	ESVA
88	Evotek, Inc.
89	Flagler Technologies, LLC
90	FreeIT Data Solutions, Inc
91	Frontier Technology, LLC DBA Microage
92	Gen3i Inc
93	GHA Technologies, Inc.
94	Glencom

	Authorized Reseller
95	Glencom Systems, Inc.
96	Global Solutions Group, Inc.
97	Gold Tech
98	Granville Associates, Inc. dba Vision Business Products
99	Gray Matter Systems, LLC.
100	Green Pages
101	Gruber Power Services
102	Guidehouse, Inc.
103	H&T Security Solutions, LLC
104	Heartland Business Solutions
105	HIC Network Security Solutions, LLC
106	Holmans USA Corporation
107	Hye Tech Network & Security Solutions, LLC
108	iC Consult US Corp.
109	ICE Services, Inc.
110	iLAB, LLC
111	Imperium Data Networks, LLC
112	Information Analysis
113	Infrastructure Solutions International
114	Inprocess Consulting LLC d.b.a. IPC Global Services.
115	Intelligent Content Solutions (ICS)
116	IP DataSystems, Inc.
117	Ivoxy
118	Kopesky Enterprises, Inc. DBA SureLock Technology
119	Kudelski Security, Inc.
120	Layer 3 Technologies, Inc.
121	LCN Services, LLC
122	Logicalis, Inc.
123	LTT Partners LLC
124	Lyon Micro, LLC
125	M.A. Polce Consulting, Inc.
126	MainMicro
127	Matrix Communications, Inc. dba Matrix-NDI
128	Maureen Data Systems, Inc.
129	Maverick Networks, Inc.
130	Melillo Consulting, Inc.
131	Metrix Solutions, LLC
132	Miracle Software Systems, Inc.
133	Mission Critical Systems
134	Mobius Partners
135	Modern Solutions, Inc.
136	Mola Group Corp.
137	MOREnet
138	Naviant, Inc.
139	Netsync Network Solutions, Inc.
140	NetX
141	Nexum (F5 Network Products Only)
142	NIC Partners
143	Norlem

	Authorized Reseller
144	Nth Generation
145	NWN Corporation
146	One Technology Corporation
147	OneNeck IT Solutions LLC
148	Onix Networking Corp.
149	Optiv Security, Inc.
150	Packet Fusion, Inc.
151	Palitto Consulting Services
152	Pasack Data Services, Inc.
153	People Driven Technology
154	Pinnacle Business Systems
155	Pivot Technology Services Corp. dba Computacenter
156	PNW Security, LLC
157	Pomeroy Technologies, LLC
158	Premier Technology Advisors LLC
159	Presidio
160	ProActive Solutions, Inc.
161	Profant, Inc. dba Business Network Team
162	Proline Development DBA Proline Technology
163	QnA Tech
164	Qubit Networks, LLC
165	Red River Technology, LLC
166	Resultant, LLC
167	Ridge IT Corporation
168	Right! Systems, Inc.
169	Riverside Technologies, Inc.
170	RJ Young Company
171	RNSC Technologies, LLC
172	Roundstone Solutions
173	Saitech, Inc.
174	Sanity Solutions, Inc.
175	Sayers
176	ScaleCapacity, Inc.
177	Scoop Cyber
178	Seamless Advanced Solutions, LLC.
179	Secure Data Technologies, Inc.
180	Secure-Centric, Inc.
181	Sentinel Technologies
182	SHI International Corp
183	SID Global Solutions
184	Sidepath, Inc.
185	Sinewave, Inc.
186	Sirius Computer Solutions
187	Smart Point Solutions LLC.
188	Smartronix, LLC
189	Softchoice Corporation
190	Solid Border, Inc.
191	Solid IT Networks, Inc.
192	Squadra Solutions, LLC

	Authorized Reseller
193	Stellar Technologies
194	STEP CG, LLC
195	Sterling Computers Corporation
196	Storage Engine, Inc.
197	Strategic Storage Solutions
198	Structured Communication Systems, Inc.
199	Structured Communications
200	Surge Technology Group dba P1 Technologies
201	Swish Data Corporation
202	Sycomp, Inc.
203	SYMV
204	Synchronous Solutions, Inc., dba Synch-Solutions
205	Synergy IT Solutions of NYS, Inc.
206	Taborda Solutions
207	TanChes Global Management, Inc.
208	TBL Networks, Inc.
209	Team 29B, Inc.
210	Tec34
211	Tech Heads, Inc.
212	Technegon
213	Technologent
214	Technology Group Solutions, LLC
215	Tec-Refresh, Inc.
216	Tego Data Systems, LLC.
217	The Nerdery, LLC
218	The Walker Group, Inc.
219	Total Communication Solutions
220	Trace 3, Inc.
221	Trebon Security, LLC
222	True Zero Technologies, LLC
223	TTEC Government Solutions, LLC
224	Unico Technologies
225	V3Gate, LLC
226	Valcom Salt Lake City, LLC
227	Vandis
228	vCloud Tech
229	vCore
230	VDA Labs, LLC
231	Verinext
232	Video Warehouse, Inc. dba The Audio Visual Company
233	Virtix Consulting LLC dba Virtix IT
234	Weaver Technologies, LLC
235	Web House, Inc.
236	Wescott Technologies dba Lockstep Technology Group
237	Winslow Technology Group, LLC
238	Work Inc dba vTECH io
239	WorldTech It, LLC
240	Zia Consulting
241	Zinfinity, LLC

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
[S] Cube	2.00%
1 Kosmos, Inc.	2.00%
10Zig Products	2.00%
1440 LLC	2.00%
1E, Inc.	2.00%
1nteger, LLC dba Kharon	2.00%
3CLogic	0.50%
460 TECH, LLC dba BEINCOURT	2.00%
4iQ Inc.	2.00%
4M Analytics, Inc.	2.00%
7SIGNAL	0.50%
Aavenir, Inc.	2.00%
Abacode, Inc.	2.00%
Abbyy	3.00%
Abnormal Security Corporation	2.00%
Absolute Software, Inc.	2.00%
Acalvio Technologies	2.00%
Accela	2.00%
Accrete, Inc.	2.00%
Achievelt Online, LLC.	0.50%
Aclima, Inc.	2.00%
Aconex	3.00%
Acquia	2.38%
Acronis	1.50%
Actelis Networks, Inc.	2.00%
Actiance	2.00%
Active Crisis Consulting LLC	2.00%
Activefence Inc.	2.00%
Actsoft, Inc.	2.00%
Adaptus LLC	1.00%
Addy Systems, LLC, dba as TimeTap	2.00%
ADF Solutions	0.50%
Adobe	2.00%
Advologix	0.50%
AECOM Technical Services, Inc.	2.00%
AeroCloud System	2.00%
Aerospike, Inc.	2.00%
AG1, Inc. dba AgileBlue Security	2.00%
Agilebits, Inc. dba 1Password	2.00%
AgileCraft	2.00%
AIComply, LLC	2.00%
AINS, LLC dba Opexus	2.00%
Air Xeo Inc.	2.00%
Aireon, LLC	2.00%
Airgility, Inc.	2.00%
Airlock Digital Pty Ltd.	2.00%
Airversity, Inc.	0.50%
AirWorks Solutions, Inc.	2.00%
Aisera, Inc.	2.00%
Akamai	2.00%
Akatia Technologies Inc.	2.00%
Akitabox	1.00%
Alert Logic Maintenance	3.00%
Alert Logic Products	3.00%
Alert Logic Professional Services	3.00%
AlertEnterprice, Inc.	2.00%
Alfresco	2.29%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Allegro Artificial Intelligence Ltd.	2.00%
Alli Connect, Inc.	2.00%
Alltius, Inc.	2.00%
Alorica	0.50%
Altair Engineering, Inc.	2.00%
Altana Technologies, Inc.	2.00%
Alteryx	2.00%
Altia Intel Inc	2.00%
ALTR Solutions Inc.	0.50%
Amazon Web Services	0.00%
American Prison Data Systems, PBC dba APDS	2.00%
American Prison Data Systems, PBC dba Orijin	2.00%
AMIICUSS, LLC.	2.00%
Anaplan	1.00%
Andrews Consulting Group Inc. (ACG)	3.44%
ANELLO Photonics, Inc.	2.00%
Animate Cyber, Inc.	2.00%
Anjuna Security, Inc.	3.00%
Annese	2.00%
Apace Systems Corporation	2.00%
Apex Analytix, LLC	2.00%
Apex IT	2.00%
APIsec.ai, Inc.	2.00%
Apollo Information Systems Corp.	2.00%
APOS	1.25%
Appbus Inc.	2.00%
Apperian	1.30%
AppFrontier, LLC	2.00%
Appgate	0.50%
Appian Corporation	2.00%
Application Perfection	1.32%
Applied Business Software	2.00%
Applied Insight, LLC	2.00%
AppOmni, Inc.	2.00%
Apporto Corporation	2.00%
Apposite Technologies, LLC	2.00%
AppSec	8.83%
AppSense	2.00%
Apptio	1.00%
Aprika Business Solutions Pty Ltd	2.00%
APS Global, LLC	2.00%
Arbola	1.00%
Arcadus, LLC	2.00%
Archer Technologies, LLC	2.00%
Archive360	0.50%
Arcos	1.00%
Arctic Wolf Networks	0.50%
Arete Advisors LLC.	2.00%
ARInspect, INC.	2.00%
Arista Networks	2.00%
Armada Systems, Inc.	2.00%
Armis, Inc.	5.00%
Armored Things, Inc.	2.00%
ArmorPoint, LLC	2.00%
ArmorText	0.50%
Arqit Quantum, Inc.	2.00%
Arria NLG	0.50%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Asana, Inc.	2.00%
Ascendant Strategy Management Group, LLC dba ClearPoint Strategy	2.00%
ASG Technologies	2.00%
ASR Analytics	0.50%
Assima	2.00%
Assured Data Protection, Inc.	2.00%
Astera Software	2.00%
Atlassian	2.00%
Attestiv	0.50%
AudioCodes Inc.	2.00%
Augmented Intelligence Technologies, Inc., dba Augintel	2.00%
Aura Alliance, Inc.	2.00%
Aurigo Software Technologies, Inc.	2.00%
Autodesk	2.00%
Automaton Marketing, Inc. DBA Stack Moxie	2.00%
Automize A/S	2.00%
Automox, Inc.	0.50%
AutoRABIT	2.00%
Autura	2.00%
Avaap USA, LLC.	2.00%
Avecto	2.00%
Avenu Insights & Analytics, LLC	2.00%
AvePoint Public Sector Inc.	5.35%
Avepoint Services	3.00%
Avid Technology, Inc.	2.00%
Avisare Corp.	2.00%
Avocette	2.00%
Avoka	2.57%
Avolution	0.50%
Avue	2.00%
Axonius Federal Systems LLC	2.00%
Axonius, Inc.	2.00%
Ayasdi, Inc.	2.00%
Babel Street, Inc.	2.00%
Backblaze, Inc.	0.50%
Backing Fire, LLC	2.00%
BackOffice Associates LLC	1.02%
Bad Elf, LLC	2.00%
BAI, Inc. dba Gold Comet	2.00%
Battle Road Digital, Inc.	2.00%
Bayshore Networks	0.50%
Beaufort 12 Ltd	2.00%
Beezy Inc.	0.50%
BEINCOURT	0.50%
Benevate, Inc. dba Neighborly Software	2.00%
Bentley	2.00%
BetterUp	0.50%
BeyondID, Inc.	2.00%
BeyondTrust Corporation	2.00%
Big Compass	2.00%
BigID	0.50%
BigPanda, Inc.	2.00%
Binti, Inc.	2.00%
Black Swift Technologies, LLC	0.50%
Blackberry	2.00%
BlackDuck	2.99%
BlackFog, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Blackshark.ai GmbH	2.00%
BlackSky Holdings, Inc.	2.00%
Blackthorn.io, Inc.	0.50%
Blackwire Labs, LLC	2.00%
Blaize, Inc.	2.00%
Blanco	2.00%
Blocksi, Inc.	2.00%
BlocPower, LLC.	2.00%
Bloom Technologies	2.00%
Blue Fusion Technologies	2.00%
Blueforce Development Corp.	0.50%
Bluesource	5.00%
BlueVoyant Government Solutions	2.00%
Blynscy, Inc.	2.00%
BMC Software	2.00%
Bocada, LLC	2.00%
Bodo, Inc.	2.00%
Boeing	1.02%
Bonfire	0.50%
Booker25 B.V. dba GoMeddo	2.00%
Boomi	1.00%
Booz Allen Hamilton Inc.	2.00%
BotCopy, Inc.	2.00%
Boulder Insight, LLC	2.00%
Boundless	5.00%
Box, Inc.	2.00%
BoxTone	3.69%
Bravium Consulting Inc.	0.50%
Brazen Technologies, Inc.	2.00%
Bright Pattern Inc.	0.50%
Broadcom, Inc.	2.00%
Bromium	0.75%
Bucher + Suter, Inc.	2.00%
Bugcrowd, Inc.	0.50%
BYOS USA, Inc	2.00%
C2 Labs	0.50%
C3.ai, Inc.	2.00%
CA Technologies	2.00%
CafeX Communications, Inc.	2.00%
CAFM Resources	4.54%
Call Center Optimization Group, LLC dba Call Center Power	2.00%
CallTower, Inc	2.00%
Calypso AI Corp.	0.50%
Can/Am Technologies, Inc.	2.00%
Canda Solutions	23.18%
Canto, Inc.	2.00%
Capsule Tech Inc.	0.01%
Carahsoft	0.50%
Carbyne, Inc.	2.00%
CareAR	0.50%
CareerBuilder	2.00%
Carnegie Speech Company	2.33%
Carpathia	8.47%
CartoDB Inc., dba CARTO	2.00%
Cascade Strategy	2.00%
Case Commons	2.00%
Casebook PBC	3.50%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Casepoint LLC	2.00%
Catalogic Software, Inc.	2.00%
Cellebrite	1.00%
Celonis Inc.	2.00%
CelWell Services	1.50%
Censys, Inc	2.00%
Center for Internet Security (CIS)	3.00%
Center for Trauma Informed Practices, Inc. dba CTIP	2.00%
Centrifuge Systems	2.11%
Centripetal Networks	2.00%
CEPTES Software Pvt Ltd	0.50%
Certes Network	2.00%
Certifical, Inc.	2.00%
Certipath	1.00%
CGI	0.01%
Chainalysis	1.10%
Chainbridge Solutions, Inc.	2.00%
Chainguard, Inc.	2.00%
Change and Innovation Agency, LLC.	2.00%
ChargePoint, Inc.	0.50%
Check Point Software Technologies Ltd.	2.00%
Chiliad Inc.	1.02%
Chilldyne, Inc.	2.00%
Chooch Intelligence Technologies Co.	0.50%
Chorus Intelligence, Inc.	2.00%
Chronus, LLC	2.00%
Cicer One	0.50%
Cideon	2.99%
Ciena	2.00%
Cimcor, Inc.	2.00%
Cipher Cloud	0.01%
Circle Systems, Inc.	2.00%
CIS	13.00%
Cision US Inc.	2.00%
Citian, Inc.	2.00%
Citibot	0.50%
City Detect, Inc.	2.00%
City Innovate, Inc.	2.00%
CityBase	2.00%
Clarifai, Inc.	0.50%
Clariti	0.50%
Class Technologies, Inc	2.00%
Clear Skye	0.50%
ClearCube	0.50%
ClearInsight Solutions	2.00%
ClearStory Data	2.00%
Cleversafe	2.00%
Click Armor Corporation	2.00%
Climatec, LLC	2.00%
Clockwork-Solutions	8.07%
Cloud Academy Inc.	0.50%
Cloud Services	5.00%
Cloud Software Group Federal, Inc.	2.00%
Cloud SynApps	2.00%
Cloud Warriors Government LLC	2.00%
CloudBees, Inc.	2.00%
CloudBolt	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Cloudburst Technologies, Inc.	2.00%
CloudCheckr	0.50%
CloudCover	0.50%
Cloudera	3.70%
Cloudfit Software, LLC	2.00%
Cloudframe, Inc.	2.00%
Cloudian, Inc.	2.00%
CloudPareto, LLC. dba Bidscale	2.00%
CloudSaver	0.50%
Cloudtamer.io	0.50%
Coalfire	1.00%
Code42	0.50%
CodeLathe Technologies Inc. DBA FileCloud	2.00%
CodeLock, Inc.	2.00%
Codescience, Inc.	2.00%
CoEnterprise, LLC	2.00%
Cofense, Inc.	0.50%
CogAbility, Inc.	2.00%
Cohesity, Inc.	2.00%
CollabraLink Technologies, Inc, dba Groundswell	2.00%
Collabware Systems, Inc.	2.00%
Collibra	0.75%
CommunityCX	2.00%
Commvault Systems, Inc.	0.50%
Compart North America, Inc.	2.00%
ComplianceQuest	0.50%
Composite Software	0.01%
Computable Insights LLC	0.01%
ComScore	3.03%
ConduSiv	8.75%
Conga	2.00%
Content Square, Inc.	2.00%
ContraForceGroup, Inc	0.50%
Contrast Security	0.50%
Control Plane Corporation	2.00%
Copado	0.50%
Copperleaf Technologies, Inc	2.00%
Coram AI	2.00%
CORASCloud, Inc.	0.50%
Core Security	2.00%
Corellium, Inc.	2.00%
CoreLogic, Inc.	2.00%
CoreView USA, Inc.	0.50%
CornerstoneAI Audits, Inc.	0.50%
Corporate Reimbursement Services Inc.	3.03%
CoSo Cloud, LLC	2.00%
CounterCraft Security, Inc.	2.00%
Coupa	2.00%
Coursera, Inc.	2.00%
Cranium AI, Inc.	2.00%
CrashPlan Group, LLC	2.00%
Crave.io Inc.	2.00%
Crawford Technologies, Inc.	2.00%
Crayon Software Experts, LLC.	0.50%
Cribl, Inc	0.50%
Critical Start	0.50%
Cronos Consulting Group	0.50%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
CrowdAI	0.50%
Crowdstrike, Inc	5.00%
Crypto Asset Technology Labs, Inc.	2.00%
Crypto4A Technologies, Inc.	2.00%
Cubic Digital Intelligence	2.90%
Custom Computer Specialists, LLC.	2.00%
CustomerTimes Corp.	2.00%
CVENT	0.50%
CyanGate	2.00%
Cyara Inc.	0.50%
Cyber Crucible, Inc.	2.00%
Cyber-Ark	18.55%
Cyberbit, Inc.	2.00%
CyberFOX, LLC	2.00%
CyberMaxx, LLC	2.00%
CyberReef	2.00%
CyberSecOp, LLC	2.00%
Cybersixgill	0.50%
Cybersoft	3.06%
Cybrary, Inc	2.00%
CyCognito Inc.	0.50%
Cyera US, Inc.	2.00%
CYFIRMA, Inc.	2.00%
CyGlass Technology Services, Inc.	2.00%
Cylance	1.00%
Cynerio Inc.	2.00%
Cynet	8.00%
Cypher LLC	2.00%
Cytellix Corporation	2.00%
D2L	2.00%
D2L Ltd	2.00%
DADoES, Inc. DBA Rendered.ai	2.00%
DailyPay, Inc.	2.00%
Dantex Group, Inc.	2.00%
Danti.AI, Inc	2.00%
Daric Holdings Inc.	0.50%
DarkOwl, LLC	2.00%
Darkweb IQ, Inc.	2.00%
Darzin Softare Pty Ltd	0.50%
Data Chant Consulting, LLC	2.00%
Data Direct Networks	2.00%
data.world, Inc.	2.00%
DataBee (Comcast Technology Solutions)	2.00%
Datadog, Inc.	2.00%
DataDrive, LLC	2.00%
Dataguise	0.00%
Dataiku, Inc.	2.00%
Datalogz, Inc.	2.00%
Datameer	2.33%
Dataminr, Inc.	2.00%
DatAnchor	0.50%
Datanova Scientific LLC	2.00%
Datapipe	0.50%
DataRobot, Inc.	2.00%
DataShapes, Inc.	2.00%
DataSnipper Inc.	2.00%
DataWalk, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Datawatch	0.01%
Decision Lens	0.50%
Deep Instinct	2.00%
Deep Labs, Inc.	2.00%
Deep Media, Inc.	2.00%
DeepSeas, LLC.	2.00%
Deepwatch, Inc.	2.54%
Defend3D	2.00%
Definitive Business Solutions, Inc.	2.00%
Deighton Associates Ltd	2.00%
Delinea	1.00%
Dell	1.50%
Delphix	2.00%
Denodo Technologies	2.00%
Deque Systems, Inc.	2.00%
Detego Cyber & Digital Solutions, LLC	2.00%
Dice Career Solutions, Inc. dba ClearanceJobs	7.00%
DigEplan	0.50%
Digital Asset Redemption, LLC	2.00%
Digital Era	0.50%
Digital Guardian	2.00%
Digital Map	1.00%
Digital Realty	3.01%
Digital Reasoning	3.44%
DigitalBlue Software	2.00%
DigitalXForce Corporation	2.00%
DigitSec, Inc.	2.00%
Diligent Corporation	2.00%
Disaster Technologies, Inc.	2.00%
Discover Technologies LLC	0.50%
Discovered Intelligence, Inc.	2.00%
Do Process, LLC	2.00%
Docebo NA, Inc.	2.00%
Doctums Global, LLC	2.00%
DocuSign	0.00%
Domino Data Lab, Inc.	2.00%
Domo, Inc.	2.00%
Dorger Software Architects, Inc.	2.00%
Draganfly, Inc.	2.00%
Dragos, Inc.	2.00%
Dreamfactory	3.43%
Dremio Corporatio	2.00%
Druva, Inc.	2.00%
DryvIQ, Inc.	2.00%
DTEN	0.50%
Dtex Systems, Inc.	5.00%
Duality Technologies, Inc.	2.00%
Dun & Bradstreet	0.50%
D-Wave Government, Inc.	2.00%
Dynamite Disc Jockey's Inc., dba DFX	2.00%
DynamoFL, Inc.	2.00%
Early Birds Marketplace Pty Ltd	2.00%
Earthling Security	0.01%
Easyvista	2.00%
eCare Vault, Inc.	2.00%
ECCO Select Corporation	2.00%
EchoMark, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
eCivis	1.00%
Eclypsium, Inc.	2.00%
EcoInteractive, Inc.	2.00%
Edbrix Inc.	0.50%
EdgeRunner AI, Inc.	2.00%
Edgesoft, Inc. dba Saira Solutions	2.00%
Edoc Technologies, Inc.	2.00%
EdPower	1.00%
Edquity, Inc. dba Beam	2.00%
Education Analytics, Inc.	2.00%
Eduworks Corporation	2.00%
Effyis, Inc. dba Socialgist	2.00%
eGain Corporation	2.00%
eHawk Solutions, Inc.	2.00%
Eightfold AI, Inc	2.00%
Ekahau	2.00%
Ekata	2.00%
Elastic	1.00%
ElectrifAi	0.50%
Element34 Solutions U.S., Inc.	2.00%
Element451, Inc.	2.00%
Elixir Lab USA Inc. dba Cardinality.ai	2.00%
Elliptic, Inc.	2.00%
Ellucian Company L.P.	2.00%
e-Magic, Inc.	2.00%
EMC	2.00%
Emergency Visions	2.33%
Endeca	2.00%
Enhanced Voting	2.00%
Enterprise DB	2.00%
Enterprise Elements Inc.	4.54%
Entrust Corporation	2.00%
Envisage Technologies, LLC dba Vector Solutions	2.00%
Envisio Solutions, Inc.	2.00%
Epik Solutions	0.50%
E-Plansoft	3.00%
Equinix Security LLC	2.00%
eScribe Software Ltd. Db a OnBoard	2.00%
e-Share	0.50%
eSignifi	0.50%
Esper Regulatory Technologies, Inc.	2.00%
EVAN360 LLC	0.50%
Everbridge, Inc.	2.00%
Everlaw, Inc.	2.00%
EVGA	2.00%
eVisit, Inc.	2.00%
Evisort, Inc.	2.00%
EvolveWare, Inc.	2.00%
Exabeam	1.00%
Exafunction, Inc. dba Codeium	2.00%
Excalibur Data Systems, Inc.	2.00%
Exclaimer Limited	2.00%
Experian	0.74%
Exterro	3.00%
ExtraHop	3.00%
Exxact Corporation	2.00%
Exyn Technologies	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
F5 Networks	2.00%
Fabricated Software, Inc.	2.00%
Face US, Inc. dba Pulsar US	2.00%
Fast Lane Consulting and Education Services, Inc.	2.00%
Fend Incorporated	2.00%
Fenix Insight Ltd	2.00%
FI Consulting, Inc	2.00%
Fidelis Cybersecurity, Inc.	2.00%
Figma, Inc.	2.00%
FileTrail	0.50%
Fitbit, LLC	2.00%
Five9	0.50%
Fivetran Inc.	2.00%
Flashpoint	0.50%
Flexera	1.50%
Flo Artificial Intelligence dba Flow Labs	2.00%
Flosum	0.50%
Fluence Technologies USA, Inc.	2.00%
Fluid Mobility Inc.	2.00%
FM:Systems Group LLC	0.50%
FogHorn Systems	0.50%
ForceBrain.com Inc. dba SUMO Scheduler	2.00%
ForceMetrics, Inc.	2.00%
Forcepoint	0.50%
ForeScout	2.00%
Forgerock	2.50%
FormAssembly	2.00%
FormStack	0.50%
Fornetix	2.00%
Fortanix, Inc.	2.00%
Fortinet	2.00%
Fortra, LLC	2.00%
Fortress Government Solutions, LLC	2.00%
Forum Systems, Inc.	2.00%
Forward Networks, Inc.	0.50%
Frameable, Inc.	2.00%
Freshworks, Inc.	2.00%
Fulcrum	2.00%
Fusion Health	0.50%
Fusion Risk Management	0.50%
FutureFit AI Corporation	2.00%
G2K Labs, Inc.	2.00%
G7 Security Services, LLC	2.00%
Gallus Communications LLC dba TASSTA Americas	2.00%
Garland Technology, LLC	3.00%
GCOM Software, LLC.	5.00%
Gemba Software Solutions dba ProcedureFlow	2.00%
Genesys	1.26%
Geofeedia	1.00%
Geollect	0.50%
Geonorth	0.50%
Geosite	0.50%
GeoSolutions USA Corp.	2.00%
Geospark Analytics dba Seerist Federal	2.00%
Geotab, Inc.	2.00%
German Software dba GermainUX	2.00%
Gigamon	0.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Gigantor Technologies Inc.	0.50%
Gimmel	3.00%
GitLab, Inc.	2.00%
GL Suite, Inc	2.00%
Glasswall Solutions Limited	2.00%
Globalscape	3.19%
Go Evo, Inc.	2.00%
GoApron, Inc.	2.00%
Golden	0.50%
Golden Recursion Inc.	8.00%
Goldfinger Holdings	0.50%
GoodMaps, Inc.	0.50%
Google	1.00%
GoSecure, Inc.	2.00%
Gov Grants	2.00%
Gov2biz Inc.	2.00%
Gov2biz, Inc.	2.00%
Governmentjobs.com, Inc dba NeoGov	2.00%
GovInvest, Inc.	2.00%
GovWell Technologies, Inc.	2.00%
Grafbase, Inc.	2.00%
Graid Technology	2.00%
Grammarly, Inc.	2.00%
Granicus	2.00%
Gravel Road Data Labs, LLC.	0.50%
GRAX, Inc.	2.00%
Gray Quarter, Inc.	0.50%
GreatNonProfits D.B.A CommunityConnect Labs	2.00%
GreenAppy	0.75%
Greenlight Group	2.99%
Greymatter.io	0.50%
GreyNoise Intelligence, Inc.	0.50%
Greystones Consulting Group, dBA Greystones Group	2.00%
Gridless	2.00%
Groq, Inc.	2.00%
Groundswell Productivity Solutions, LLC dba ZenCase	2.00%
GroundWork	2.00%
Groupdolist	0.50%
Guardian Score, LLC	2.00%
Gyrus Systems	2.00%
H2O.ai, Inc.	0.50%
Hack The Box Ltd	2.00%
HackEDU, Inc., dba Security Journey	2.00%
HackerOne, Inc.	2.00%
Halcyon Tech, Inc.	2.00%
Hale International Recruitment US, LLC	2.00%
Harvest Tech Labs BV	2.00%
HashiCorp	1.20%
Haystax	0.75%
HCL	1.20%
HCL Technologies Ltd.	2.00%
Headlight Technologies, Inc.	2.00%
Heimdall Data LLC	0.50%
Hello Lamp Post Ltd	2.00%
Help Scout PBC	2.00%
Hexagon Geospatial	0.50%
Hexalytics, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
HHS Technology Group, LLC	2.00%
Hike2	2.00%
HIPAA Vault	2.00%
Hitachi Vantara	2.00%
HiveMQ, Inc.	2.00%
HKA Tech, LLC	2.00%
Holonic Technologies, Inc.	0.50%
Hootsuite, Inc.	2.00%
Horizon3.ai	0.50%
HoundDog.ai, Inc.	2.00%
HPE	3.00%
HRTMS, Inc. dba JDXpert	2.00%
HS GovTech	2.00%
HSO	0.50%
Human Security, Inc.	2.00%
Hunter Web Services, Inc.	2.00%
Huron Consulting Services, LLC	2.00%
HYAS Infosec, Inc.	2.00%
Hycu, Inc.	2.00%
HyperOffice	4.54%
Hypori, Inc.	2.00%
HyTrust	2.99%
Ibl Education	2.00%
IBM	1.00%
iBoss	0.50%
Icaros, Inc.	0.50%
Icertis, Inc.	2.00%
ICEYE North America, Inc.	2.00%
Idalto Inc. dba Bryq	2.00%
iDefender LLC	0.50%
Identity Automation	2.00%
Identity Works LLC, dba Instrumental Identity	2.00%
IGEL Technology Corporation	2.00%
Ignyte Group, Inc.	2.00%
IKANOW	3.69%
ikeGPS	0.75%
ILA Corporation DBA VM2020 Solutions	0.50%
iLAB, LLC.	2.00%
Illume	3.68%
Illumio, Inc.	2.00%
Image Access Corporation	2.00%
Imagine Solutions DBA Encapture	2.00%
iMapData	17.24%
Imperva	2.00%
Imprivata, Inc.	2.00%
Incode Technologies	1.00%
Indago Technologies, Inc.	2.00%
Indigov Corporation	2.00%
Infinera	0.50%
Info Bastion, LLC	2.00%
Info Security Corp (ISC)	6.26%
Infoblox	3.00%
Infotek Solutions Inc. dba Security Compass	2.00%
Infotopics AfT B.V	2.00%
Inframappa	0.50%
Inkit, Inc.	2.00%
INKY	1.00%
Innive Inc.	0.50%
Innovative Emergency Management (IEM)	2.00%
Insitu Software, Inc.	2.00%
InSource	0.50%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Inspired E-Learning	2.00%
Instabase, Inc.	2.00%
Insystech	0.50%
Intact Partners, Inc.	0.50%
INTEGRATE.IO, Inc. dba DreamFactory Software	2.00%
Intellective	0.50%
Intelligent Automation, LLC dba BlueHalo Labs	2.00%
Interactive Data, LLC	0.50%
Intercede Limited	2.00%
Intergral	3.69%
Intermap Technologies	0.01%
Interpersonal Frequency, LLC	2.00%
Interset	2.00%
InterWorks, Inc.	2.00%
Intrusion Inc.	2.00%
Inttensity	2.57%
Invictus Apps, Inc.	2.00%
Invincea	0.00%
ioMoVo Corp.	2.00%
iOra	1.04%
IPC Global Services	2.00%
i-PRO Americas Inc.	2.00%
Iron Mountain Information Management, LLC	2.00%
IronKey by Imation	5.22%
IronNet	2.00%
ISI Solutions, Inc dba sFiles	2.00%
Island Technology, Inc.	2.00%
Itopia, Inc.	2.00%
ITS Partners	0.50%
Ivanti	0.50%
iVerify, Inc.	2.00%
IVIX Tech, Inc.	2.00%
IX LAYER, Inc.	0.50%
JackBe	2.58%
Jacobs Technology Inc.	2.00%
Jama Software	3.03%
Janya	0.31%
JCN Partners, Inc. dba Everblue	2.00%
Jetdocs Inc.	2.00%
Jive	2.42%
Jotform, Inc.	2.00%
Jotto, Inc.	2.00%
JSMPros, Inc.	2.00%
JTC Technologies, LLC, dba as Learning Stream	2.00%
Juniper Networks, Inc.	0.50%
Kagool, Inc.	2.00%
Kahua	2.00%
Kajeet, Inc.	2.00%
Kapow Software	2.99%
Kaseware, Inc.	2.00%
Keene Village Plastics	2.00%
Keeper Security	10.00%
Keralia	0.50%
Keyavi Data Corp	0.50%
Keypider Corp.	2.00%
Kinney Group, Inc.	2.00%
Kion	2.00%
KIRO Group	2.00%
Klaunch, LLC.	2.00%
Kleo, Inc. dba ClassWallet	2.00%
KLoBot, Inc.	2.00%
Know Who	1.01%
Knowledge Broker	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
KnowledgeLake	2.00%
Knowmadix	5.00%
Kodak Alaris, Inc.	2.00%
Kodify LLC dba ZLS.app	2.00%
Kofax	0.00%
Kokomo Solutions, Inc. dba Kokomo24/7	2.00%
Kore.ai, Inc.	2.00%
Kove Corporation	0.75%
Krista Software	0.50%
Kroll Ontrack	7.47%
Kurt Lennartsson Consulting, LLC	2.00%
Kusari, Inc	2.00%
Kwizcom Corporation	2.00%
Kwizcom Corporation dba KWIZ	2.00%
Kyndi, Inc.	2.00%
Kyndryl Federal, LLC	2.00%
Kyriba	0.50%
Lacuna Technologies, Inc.	2.00%
Lanuage Weaver/SDL	13.27%
Launch Mobility, Inc.	2.00%
LaunchPad Careers Inc.	0.01%
Leadership Connect	0.50%
Leaning Technologies Limited	2.00%
Leankor Inc.	2.00%
Leaptree Limited	0.50%
Learn to Win	0.50%
Legendary Supply Chain, Inc.	2.00%
LeGuard, Inc.	0.50%
LEIDIT LLC	0.50%
LEO Technologies, LLC	2.00%
Lexicon Technologies Inc.	6.03%
Lexis Nexis	2.00%
LG Electronics	28.57%
Libera, Inc.	2.00%
Liferay	1.00%
Lightsense	0.50%
Lilt, Inc.	2.00%
LinkedIn	2.00%
Linksys USA, Inc.	2.00%
Liquidware Labs	2.00%
Litify Inc.	2.00%
Little Arms Stuidos, Inc.	2.00%
Live Cyber LLC dba Cloud Range Cyber	2.00%
Live Earth, LLC	2.00%
LiveAction	0.50%
Livestream Learning Studio, LLC.	2.00%
LNB Solutions Inc.	3.00%
Localist	0.50%
Locality Media	0.50%
LogicMonitor, Inc.	2.00%
Logitech	2.00%
Looker	0.50%
Lookout Inc.	8.00%
Lovelytics, LLC	2.00%
LowV Systems, Inc.	2.00%
LRB Group, LLC	2.00%
Lucid Software, Inc.	2.00%
Lucidworks	3.20%
LumApps, Inc.	2.00%
Luminare, Inc.	2.00%
LuminosoTechnologies Inc	0.01%
Lumu Technologies	2.00%
Lyssn.io, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
M2Mobi	1.00%
Magnet Forensics	0.50%
Magnus Diagnostics Laboratories	2.00%
MailGate, LLC	2.00%
Malwarebytes Inc.	2.00%
Manage Mobility	27.00%
ManageYOURiD, Inc.	2.00%
Mandiant, Inc.	0.50%
Mango Technologies, Inc. DBA ClickUp	2.00%
MangoApps, Inc.	2.00%
Manhattan Software	2.75%
ManpowerGroup Public Sector, Inc. dba Experis	2.00%
MapBox	1.50%
Mark43, Inc.	2.00%
MarkLogic	7.88%
Material Security	0.50%
Matillion ltd	2.00%
Mattermost	0.50%
Mattermost, Inc.	2.00%
Maverick Quantum, Inc.	2.00%
McAfee	3.50%
Medex Forensics	2.00%
Mediatech, Inc.	2.00%
Megaport, Inc.	2.00%
Menlo Security, Inc.	2.00%
Mercurio Analytics, Inc.	2.00%
Merkle Science Americas, Inc.	2.00%
MeshNet, Inc. dba Suitable	2.00%
Metazoa	0.50%
Meter, Inc.	2.00%
Metrc, LLC	0.50%
Microsoft	1.00%
Micro-Tel, LLC dba Microcall	2.00%
MIDL Technology, Inc.	2.00%
Millsapps, Ballinger & Associates	2.00%
Mimecast North America, Inc.	0.50%
Mindbase, LLC	2.00%
MinIO, Inc.	2.00%
MixMode, Inc.	2.00%
mLogica, LLC	2.00%
MLTwist, Inc.	2.00%
MobiChord	0.50%
MobileMind Technologies	0.50%
MobilePD	1.02%
ModelOp	0.50%
Modern Treasury Corp	2.00%
Modria	1.26%
Modzy	0.50%
MongoDB	2.00%
Mosse Security	0.50%
MotionDSP	2.99%
Motive Technologies, Inc.	2.00%
Moveworks, Inc.	2.00%
mPower Innovations	2.00%
MST Solutions LLC d/b/a Mastek	2.00%
Muck Rack, LLC	2.00%
Multi-Dimensional Education, Inc.	2.00%
Multitude Insights, Inc.	2.00%
MURAL	2.00%
MURF, Inc.	2.00%
mxHero	0.50%
Myota, Inc dba Myota.io	2.00%
MySQL	23.82%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Nally Ventures	0.50%
NaphCare, Inc.	0.50%
Nasuni Corporation	2.00%
Natsoft Corporation	2.00%
NCS Analytics, Inc.	2.00%
NCS Technologies	8.16%
Nday Security, Inc.	2.00%
Nearmap	0.50%
Nerdio, Inc.	2.00%
NetApp, Inc.	2.00%
NetCentric Technologies, Inc. dba Allyant	2.00%
NetDocuments Software, Inc.	2.00%
Netenrich, Inc.	2.00%
Netfoundry	0.50%
NetImpact Strategies, Inc.	2.00%
Netography, Inc.	0.50%
Netrise, Inc.	2.00%
Netskope, Inc.	2.00%
NetSPI, LLC.	2.00%
NetThunder, LLC	2.00%
Netwrix Corporation	3.00%
New Relic	1.00%
New York Wired for Education, Inc dba Metrix Learning	2.00%
NewSci	1.00%
Next Chapter Technology, Inc.	2.00%
Next Level Security Systems	2.00%
NexTalk, Inc.	2.00%
NexTech Solutions, LLC	2.00%
NextgenID, Inc.	2.00%
NICE Systems, Inc.	2.00%
Nile-Global, Inc.	2.00%
NinjaOne, LLC	2.00%
Nintex	0.50%
nlyte Software	2.75%
NNData Corporation	0.50%
NNT	0.50%
Nok Nok Labs, Inc.	2.00%
Noname Public Sector LLC.	2.00%
Northwoods	2.00%
Novodynamics	3.03%
Nozomi Networks, Inc.	2.00%
NtelSec, Inc.	2.00%
NU Borders, LLC	2.00%
Nuance	2.00%
Nucleos, Inc.	2.00%
Nucleus Cyber	0.50%
Nucleus Security LLC	0.50%
Nuggets USA Limited	2.00%
NuHarbor Security, Inc.	2.00%
Nullable, Inc. dba Aware	2.00%
Nutanix	4.16%
Nuvalence, LLC	2.00%
Nuvolo Technologies	0.50%
NVINT Services LLC dba Element Four	2.00%
NWO.ai, Inc.	2.00%
Nyriad, Inc.	2.00%
Oak Innovation Limited	0.50%
Oblong	3.03%
Occuspace, Inc.	2.00%
Ocient, Inc.	0.50%
Octant Data, LLC	2.00%
Oculus Labs	3.69%
Odaseva	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Offensive Security Services, LLC.	2.00%
Okta	2.00%
OlaTech Business Hosting Corporation dba in1touch	2.00%
Omnibond Systems, LLC	2.00%
Omnilink	1.17%
Omnissa, LLC	2.00%
ON2IT, Inc.	3.00%
OnActuate Consulting US, Inc.	2.00%
Onapsis	1.00%
One Human Service Network, Inc.	2.00%
One Network USA, Inc.	2.00%
OneMeta, Inc.	2.00%
OneTrust, LLC.	2.00%
Onsolve	0.50%
Onspring Technologies LLC	2.00%
Ontinue	2.00%
Ooma, Inc.	2.00%
OpenAI OpCo, LLC	2.00%
OpenCounter, Inc.	0.50%
OpenGov	2.00%
OpenSGI	2.33%
OpenText	2.00%
Opsgility, LLC	2.00%
OPSWAT, Inc.	2.00%
Optensity	3.54%
Optezo, Inc.	0.50%
Optum Government Solutions, Inc.	2.00%
Oracle America, Inc.	2.00%
Orbital Insight, Inc.	2.00%
Orca Security, Inc.	2.00%
Orion Power Systems, Inc.	2.00%
OSaaS LLC	2.00%
Otava	2.00%
OurBond, Inc.	2.00%
Outlier Technologies, Inc.	2.00%
Outpost Security, LLC	2.00%
OutSystems	1.10%
Oversight Systems, Inc.	2.00%
Overwatch Data, Inc.	2.00%
oVio Technologies, Inc.	2.00%
Owl Cyber Defense Solutions, LLC	2.00%
OwnBackup	0.80%
PagerDuty, Inc.	0.50%
Palette	3.00%
Palo Alto	8.00%
Panopto, Inc.	2.25%
Paperless Innovations, Inc	2.00%
Parallel Works. Inc.	2.00%
Paramify, Inc.	2.00%
Parascript, LLC	2.00%
Partners In Leadership, LLC d/b/a Culture Partners	2.00%
Passage Technology LLC	0.50%
Patero, INC.	2.00%
PaymentWorks, Inc.	2.00%
Payscale, Inc.	2.00%
PC Matic, Inc	2.00%
PCI Pal (U.S.) Inc	10.00%
PDQ Intermediate, Inc.	2.00%
Pendulum Intelligence, Inc.	2.00%
Penlink	2.00%
Pentaho	2.00%
People Services Center, Inc. DBA CATCH Intelligence	2.00%
PeopleGoal (c/o Evermind Digital LTD)	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Peregrine Technologies, Inc.	2.00%
Permion Government	2.00%
PermitRocket	2.00%
Permuta Technologies, Inc.	2.00%
Pernix Data	2.00%
Persado	0.50%
Perspective Tester, LLC	2.00%
PhoneLiveStreaming	0.50%
Photon Medical Communications, Inc.	2.00%
Phylum, Inc.	2.00%
Ping Identity	2.00%
Pivotal	2.00%
piXlogic	2.99%
PIXM, Inc.	2.00%
Planet Technologies, Inc.	2.00%
PlatCore	0.50%
platfora	0.01%
Plauti B.V.	2.00%
Plotly (US), Inc.	2.00%
Plum Identity, Inc.	2.00%
Pluralsight, LLC	2.00%
Plurilock	2.00%
Polimorphic, Inc.	2.00%
Poly	0.50%
Pondurance, LLC.	2.00%
Portal26, Inc.	2.00%
PowerDMS	1.00%
Preamble, Inc.	2.00%
Precise	4.54%
Precise Biometrics Inc.	1.52%
Precisio Business Solutions, Corp. dba Ascent Solutions	2.00%
Premier Cloud, Inc.	2.00%
Premier Technology Advisors	8.00%
Privaini, Inc.	2.00%
Procore Tecnologies	0.50%
Procurated, Inc.	2.00%
Profit Apps, Inc.	2.00%
Progress Software	1.22%
Project Bordeaux, Inc. dba Inbox Monster	2.00%
Project Hosts Inc.	2.00%
Promise Network, Inc.	2.00%
Promo Drone, Inc.	2.00%
Proofpoint	5.00%
Prophecy Americas', Inc.	2.00%
ProStar Geocorp, Inc.	2.00%
ProSymmetry	0.50%
Protech Solutions, Inc.	2.00%
Proven Optics LLC	0.50%
Provisions Group, LLC	2.00%
Pryon, Inc.	2.00%
Puget Sound Systems, Inc.	2.00%
Pulselight Holdings, Inc.	0.50%
Pursuit Pathways Inc.	2.00%
Pyramid Analytics USA, Inc.	0.50%
Pyze, Inc.	2.00%
Qadium	2.00%
QFlow Systems, Inc.	2.00%
Qii.AI	0.50%
QlikTech Inc.	0.75%
Qmulos, LLC.	2.00%
Qrypt, Inc.	2.00%
Quality Technology Services	0.75%
Qualtrics	1.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
Qualys, Inc.	2.00%
QuantaHub2, LLC	2.00%
Quantexa, Inc.	2.00%
Quantifind	0.50%
Quantinum, LLC	2.00%
Quantiphi, Inc.	2.00%
Quantropi, Inc.	2.00%
Quantum Bridge Technologies, Inc.	2.00%
Quantum, Inc.	2.00%
Quantum4D	2.63%
Questica	0.50%
Queue-it	0.50%
QuintessenceLabs Pty, Ltd	2.00%
Quiq, Inc.	2.00%
Qumulo, Inc.	2.00%
QuSecure, Inc.	2.00%
r4 Technologies, Inc.	0.50%
Radiant Logic	0.50%
Raindrop Systems, Inc.	2.00%
RangeForce	0.50%
Rapid7	2.00%
Ratio Exchange, LLC	2.00%
Raven Cloud, Inc.	2.00%
Read AI, Inc.	2.00%
ReadSpeaker	3.00%
Ready.net, Inc	2.00%
ReadyWorks Inc.	2.00%
Real Response Pty Ltd dba BlueRoom	2.00%
RealEyes Connect LLC	3.44%
Rebel Health Inc. dba ARCHANGELS	2.00%
Recite Me, LLC	2.00%
Recommind	0.01%
Recon Apps, LLC	2.00%
Recorded Future	2.63%
Red Canary, Inc.	2.00%
Red Hat	2.00%
RegScale	0.50%
REI Systems	0.50%
Relativity ODA LLC	2.00%
Relativity ODA, LLC	2.00%
Remediant	0.50%
Remix Technologies	2.00%
RepRisk AG	2.00%
Rescale, Inc.	0.50%
Resemble AI, Inc.	2.00%
Resiliant, Inc.	2.00%
ResourceX	2.00%
ReSTNSX, Inc.	2.00%
Reva Solutions Inc.	2.00%
Revenue Solutions, Inc.	2.00%
Revere Data	2.57%
ReversingLabs	0.01%
Rhodos	0.50%
Ripcord, Inc.	2.00%
Risklens	2.00%
Riskconnect	2.00%
RiskRecon	2.00%
Riverbed	2.00%
R-Mor, LLC.	2.00%
Rocket Software, Inc.	2.00%
Rok Technologies, LLC	2.00%
Roundtrip	2.00%
RPI-CS, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
RSA	2.00%
Rubrik	5.00%
Rumble, Inc dba runZero	2.00%
RunAi Labs USA, Inc.	2.00%
R-Zero Systems, Inc.	2.00%
Saasyan	0.50%
SafeBreach, Inc.	2.00%
SafeGuard Cyber	0.50%
SafeLogic, Inc.	2.00%
SafeNet	0.00%
SaferWatch, LLC	2.00%
SailPoint	0.50%
Salesforce	2.21%
SalesIntel Research, Inc.	2.00%
SaleSwing	2.00%
Salty Cloud, PBC	2.00%
Samsara Inc.	2.00%
Samsung	33.67%
Samsung Knox	2.00%
SANS Institute	2.00%
SAP	0.00%
SAP- Concur	1.00%
SaraWorks, LLC	2.00%
SAS Institute, Inc.	2.00%
Saviynt, Inc	1.20%
SB Technology Federal, Inc.	2.00%
Scale AI, Inc.	0.50%
Scaled Agile, Inc.	2.00%
SchoolBanks, Inc.	0.50%
SDL Government	6.26%
S-Docs, Inc.	2.00%
Seagate Federal, Inc. d/b/a Seagate Government Solutions	2.00%
Seamlessdocs	4.00%
SearchBlox Software, Inc.	2.00%
Secured Communications, Inc.	2.00%
SecureReview, Inc. DBA SessionGuardia	2.00%
Secureworks	1.30%
Security Scorecard, Inc.	2.00%
Security Services	5.00%
Seekr Technologies, Inc.	2.00%
Selfhelp Community Services	2.00%
Semarchy, Inc	2.00%
Semotus, Inc. dba HipLink Software	2.00%
Semperis, Inc.	2.00%
Sensics	1.53%
SentinelOne	1.50%
SentryCard Technologies, Inc. dba Sentry Enterprises	2.00%
SEP TECH	0.50%
Sequoia	0.50%
Seros	4.54%
Sertifi	0.50%
ServiceNow	0.50%
SevOne	2.00%
ShadownDragon Federal, LLC	2.00%
ShardSecure, Inc.	2.00%
Shavlik	0.51%
Sherpa	0.50%
Shiftsmart, Inc.	2.00%
Sicura, Inc.	2.00%
SIGA Data Security LTD.	2.00%
SigBee, Inc.	2.00%
Silverfort, Inc.	2.00%
SimpleCert, LLC	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
SimpliGov LLC	1.00%
Simplr	2.00%
SimSpace Corporation	2.00%
Singlewire Software	2.00%
Siren Data Intelligence, Inc.	0.25%
Skedulo	0.40%
Sketchbox	0.50%
SkillStorm Commercial Services, LLC	2.00%
Skuid	0.50%
Skycam Aviation, Inc.	2.00%
Skydio	2.00%
Skyline Software Systems, Inc.	2.00%
Skyline Technology Solutions, LLC	2.00%
Skyport Systems	2.00%
SKyX Systems Corp	1.00%
Slack	0.50%
Smartronix, LLC dba SMXtech	2.00%
Smartsheet	2.00%
SND Software, Inc.	2.00%
Snorkel AI, Inc.	2.00%
Snow Software, Inc.	2.00%
Snowflake	2.00%
Snyk, Inc.	2.00%
SOA Software	2.63%
Social Solutions	0.50%
SocialTrendly, Inc. DBA BLACKBIRD.AI	2.00%
Societal Systems, Inc	2.00%
Socrata	3.00%
Socure, Inc.	2.00%
Softdocs	0.50%
SOI Solutions	2.00%
Solarwinds	3.00%
SolCyber Managed Security Services, Inc.	2.00%
Solgari, Inc.	2.00%
Solix	11.85%
Sonim	2.00%
Sonitum, Inc.	2.00%
Sophos, Inc.	2.00%
Sotera Digital Security Corp	2.00%
SoundThinking, Inc.	2.00%
Spare Labs, Inc.	2.00%
SparkCognition Government Systems, Inc.	2.00%
Spatial Data Logic, LLC	2.00%
Spatialitics, LLC	0.50%
SpecterOps, Inc	2.00%
Spectra Logic	1.00%
SPEEDATA, LTD	2.00%
Spire Global, Inc.	0.50%
Splashtop	0.50%
Splashtop, Inc.	2.00%
Splunk	1.26%
SportGait, LLC	2.00%
Spot.AI, Inc	2.00%
Sprinklr	0.50%
Sprout Social, Inc.	3.00%
SPV Associates, Inc. dba OnIndus	2.00%
Stach & Liu dba Bishop Fox	2.00%
Stage2Data, Inc.	2.00%
Stave	0.50%
Stealthbits	2.63%
SteriLumen, Inc.	0.50%
Stonebranch, Inc.	2.00%
Stony Point, Inc.	2.00%

Carashoft - 24-03 Pricing

Manufacturer	Discount off List
StoreConnect USA, Inc.	2.00%
Stralto, Inc.	2.00%
Stratodesk Corp	2.00%
Straylight Systems, Inc.	2.00%
StreamLink Software Inc. DBA AmpliFund	2.00%
streamWrite Connect	2.00%
Strike Solutions, LLC	2.00%
Striveworks, Inc.	2.00%
StrongDM, Inc.	2.00%
Styrk Inc. dba Styrk.AI	2.00%
Submittable Holdings, Inc.	2.00%
SuccessKPI, Inc.	2.00%
Suggestion Ox, Inc	2.00%
Summit Technology Consulting Group dba Allocore	2.00%
Sumo Logic, Inc.	2.00%
Sunstone Secure, LLC.	2.00%
Superc AI, Inc. dba with.io	2.00%
Superior Wireless Consulting, Inc., dba Intratem	2.00%
SurePassID Corp.	2.00%
Swiftly, Inc.	0.50%
SWIRL Corporation	2.00%
Sword GRC, Inc.	2.00%
Sylabs, Inc	2.00%
Symmetry Systems	0.50%
Synack, Inc.	2.00%
Synasta Corporation	2.00%
Synergist Technologies, LLC	2.00%
Synergy SKY, Inc.	2.00%
Syniverse Technologies, LLC	2.00%
Syntasa	1.00%
Synthesis AI, Inc.	2.00%
System Automation Corporation	0.50%
Tableau	0.70%
Tabnine, Inc.	2.00%
Tact, L3C dba Mogli Technologies	2.00%
TAG Infosphere, Inc.	2.00%
Talend USA	0.50%
Talkdesk	0.50%
Talon Tactical Systems, LLC	2.00%
Tamer Partners Corporation dba Proponisi	2.00%
Tanium	4.00%
Taqtile, Inc.	2.00%
Tasktop	0.01%
Team Cymru, Inc,	2.00%
Teamwork Crew Limited Trading as Teamwork.com	2.00%
TeamWorx Security, Inc.	2.00%
Tech Unicorn DMCC	2.00%
Tech5 USA, Inc.	2.00%
Tecnic Consulting Inc.	0.50%
Teknita LLC	4.00%
TEKriver, LLC	2.00%
TEKsystems Global Services, LLC	2.00%
TelaForce, LLC	0.50%
Telos Corporation	0.50%
Tenable	2.00%
Tenfold	2.00%
Tensor Networks	0.50%
Teradata Government Systems, LLC	2.00%
Teradici	18.37%
TERIDA LLC	2.00%
TerraGo	2.99%
TestifySec, Inc.	2.00%
Tetra 4D	2.83%

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Manufacturer	Discount off List
Tetrad Digital Intergrity, LLC	2.00%
Text to Them	4.00%
Thales e-Security	2.00%
The Informatics Applications Group, Inc. dba TIAG	2.00%
The Information Lab US, Inc.	2.00%
The New Push, LLC	2.00%
The Routing Company	2.00%
The Sanborn Map Company, Inc.	2.00%
The Tomorrow Companies, Inc.	2.00%
The Wire Digital, Inc. dba WireScreen	2.00%
Thentia	0.50%
Thetus	2.99%
think-cell Software GmbH	2.00%
Thinkst Applied Research (Pty) Limited	2.00%
ThinLaunch Software LLC	2.62%
Thought Stream LLC, d/b/a Bluescape	2.00%
Thread AI, Inc.	2.00%
Threatblockr, Inc.	2.00%
ThreatDown, powered by Malwarebytes	2.00%
ThreatLocker	0.50%
Throughline	2.00%
Thycotic	0.50%
TimeTrade dba Engageware	0.50%
Tintri	0.27%
Titania Ltd	2.00%
TLUX Technologies Limited	2.00%
To A Finish LLC	2.00%
TonicAI, Inc.	2.00%
Torch Research, LLC dba Torch.AI	2.00%
TouchShare	0.00%
Traction on Demand	0.50%
TrainCy, LTD	2.00%
Tranquility AI, Inc.	2.00%
TransitScreen, Inc. dba Actionfigure	2.00%
TranslateLive, LLC	2.00%
TransPerfect Translations International, Inc.	2.00%
TransUnion	8.16%
Trellis Data USA, Inc.	2.00%
Trellix Public Sector, LLC	2.00%
Tricentis	2.00%
Trimble Inc.	2.00%
Trinity Cyber LLC	0.50%
Tripwire	2.00%
TRM Labs, Inc.	2.00%
True Elements	2.00%
True Zero Technologies, Inc.	2.00%
Trusona, Inc.	2.00%
Trusted Data Solutions, LLC	2.00%
TrustLayer, Inc.	2.00%
Trustwave	9.00%
TTEC Government Solutions, LLC.	2.00%
TTech Inc. dba AIRIA	2.00%
Tufin	2.00%
Tungsten Automation	1.00%
Turing Video, Inc.	2.00%
Turnberry Solutions, Inc.	2.00%
Twilio	1.60%
Two Six Labs, LLC dba Two Six Technologies	2.00%
TyGR LLC	0.50%
Typesafe	23.18%
UberEther, Inc.	2.00%
UC innovation Inc	0.50%
Udacity, Inc.	0.50%

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Manufacturer	Discount off List
Udemy, Inc.	20.00%
UiPath	2.00%
Unicorn Magic, Inc.	2.00%
Unit4 Business Software Inc.	0.50%
Unite USA, Inc. dba Unite Us	2.00%
Unqork, Inc.	2.00%
Unstructured Technologies, Inc.	2.00%
UpGuard, Inc.	2.00%
Upstream Tech, Inc.	2.00%
Userway Inc.	0.50%
UXStorm	4.00%
Validity, Inc.	2.00%
Valimail Inc.	0.50%
Vantiq Inc.	2.00%
Varonis	3.00%
Varsity Tutors for Schools, LLC	2.00%
Varuna Tech, Inc.	2.00%
Vasion	2.00%
Vast Data Federal, Inc.	0.50%
Vectara, Inc.	2.00%
VectorZero Technologies, LLC	2.00%
Veeam Software Corporation	2.50%
Vehicle Tracking Solutions	2.00%
Velosimo, Inc.	2.00%
Venafi	2.00%
Veracode	2.63%
Verato, Inc.	2.00%
Verbit, Inc.	2.00%
Verdiem	0.95%
Verge Technologies, Inc.	2.00%
Verisys	0.00%
Veritas	2.00%
Veritone, Inc.	2.00%
Verkada, Inc.	2.00%
Versa Networks, Inc.	2.00%
Versalytix, Inc.	2.00%
Vertiba	2.00%
Vertiv Corporation	2.00%
Vexcel Corporation	2.00%
Vibronyx, Inc.	2.00%
Viewfinity	14.08%
Village Chif Pty Ltd	0.50%
Vimeo	0.50%
Vintra	0.50%
VIQ Solutions	2.00%
Virnect Co., LTD	2.00%
Virtru	1.02%
Virtual Forge Inc.	2.00%
Virtual Project Manager, LLC	2.00%
VirtualZ Computing Corporation	2.00%
Virtuestream	1.02%
Vision Genesis	1.02%
Vision Point Systems, Inc.	2.00%
Vision-e	0.50%
Visium Analytics, LLC	0.50%
VisualVault, LLC	2.00%
Vivi LLC	0.50%
Vivid-Hosting, LLC	2.00%
VMRay, Inc.	2.00%
VMware Inc.	2.00%
Voltron Data, Inc.	2.00%
VulnCheck, Inc.	2.00%
Walacor Corporation	2.00%

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Manufacturer	Discount off List
WalkMe	0.50%
Wasabi Technologies, Inc.	2.00%
Washington Abstract, Inc.	2.00%
Waterfall Security Solutions, LTD	2.00%
WellSky Human & Social Services Corporation	3.00%
West Publishing Corporation	2.00%
Whistic, Inc.	2.00%
WhiteCanyon Software	2.03%
Wickr	2.00%
WinMagic Corp.	2.00%
Winn Solutions, LLC	2.00%
WireSpring Technologies, Inc.	3.00%
Wiz, Inc.	2.00%
Wolters Kluwer	0.50%
Wonderschool, Inc	2.00%
Woolpert, Inc.	2.00%
Workera Corp.	2.00%
Workiva, Inc.	2.00%
Workshare Technology	2.00%
WPI Services	0.01%
WSD Digital, LLC d/b/a ReFrame Solutions	2.00%
x Matters	7.06%
Xaqt	0.50%
Xceedium Inc.	0.01%
XeoMatrix, Inc.	2.00%
XM Cyber, Inc.	2.00%
XQ Message, Inc.	2.00%
xxsigo Systems	4.39%
Yansa Labs	0.50%
Yext, Inc.	0.50%
YouScience, LLC	2.00%
Yubico, Inc.	2.00%
YuJa, Inc.	2.00%
Yurts Technologies, Inc. dba Yurts AI	2.00%
Zammo, Inc.	0.50%
Zebra Technologies International, LLC	2.00%
ZenCity	0.50%
ZenGRC, Inc.	2.00%
ZenLedger, Inc.	2.00%
Zensors, Inc.	2.00%
Zentera Systems, Inc.	2.00%
ZeroEyes, Inc.	2.00%
ZeroFox, Inc.	2.00%
Zimbra	3.00%
Zimperium, Inc.	0.50%
Zoho Corporation	2.00%
Zoobean, Inc.	2.00%
Zoom	1.00%
Zscaler	2.00%