

# **Attachment A**

**Agreement with BMAK, Inc., dba  
Compuwave**

## **Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave**

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and BMAK, Inc., a California corporation doing business as CompuWave ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1884 Eastman Ave Suite 111, Ventura, California 93003.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Virginia Butterfield, whose phone number is 805-568-2607, and whose email address is vmbfield@countyofsb.org, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY ("COUNTY DESIGNATED REPRESENTATIVE"). David Herzog, whose phone number is 805-650-8808 x111, and whose email address is dherzog@compuwave.com, is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: ITD Finance  
Information Technology Department  
105 E. Anapamu Street, Room 304  
Santa Barbara, CA 93105

To CONTRACTOR: David Herzog  
BMAK, Inc., a California corporation doing business as CompuWave  
1884 Eastman Ave Suite 111  
Ventura, California, 93003

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in the Statement of Work attached hereto as Exhibits A and incorporated herein by reference ("Statement of Work"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed other than by the Chair of the COUNTY

## **Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave**

Board of Supervisors, only to the extent that such COUNTY representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement.

#### **4. TERM**

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services, but no later than the date that is five (5) years after the Effective Date unless earlier terminated in accordance with the provisions of this Agreement.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

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### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts.

CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any

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damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

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### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

### **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. Within 30 days of the termination date specified in such written termination notice ("Termination Date"), CONTRACTOR shall reimburse COUNTY for amounts prepaid by COUNTY hereunder in proportion to the amount of the prepaid 12-month period remaining after the Termination Date.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term, and within 30 days of the termination date specified in such COUNTY termination notice, CONTRACTOR shall reimburse COUNTY for amounts prepaid by COUNTY hereunder in proportion to the amount of the prepaid 12-month period remaining after the Termination Date specified in such written termination notice.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of

## **Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave**

such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise. Within 30 days of such Termination Notice, CONTRACTOR shall reimburse COUNTY for amounts prepaid by COUNTY hereunder in proportion to the amount of the prepaid 12-month period remaining after the date of termination.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
  
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

### **20. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

### **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

### **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

### **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an

## **Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave**

acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

### **25. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

### **26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

### **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

### **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 32 of this Agreement ("Numbered

**Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave**

Sections”) and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail. If any Statement of Work, work order, change order, or quotes provided by CONTRACTOR incorporated therein, include any terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the Numbered Sections and Exhibits B and C, hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and control, followed by (i) task orders or change orders duly executed by COUNTY hereunder, and then (ii) CONTRACTOR’s Terms, if any.

# Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the date first executed by all of the parties hereto ("Effective Date").

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Chris Chirgwin  
Chief Information Officer

By: DocuSigned by:  
*Chris Chirgwin*  
D97209A7A68A4A0... \_\_\_\_\_  
Department Head

**CONTRACTOR:**

BMAK, Inc., a California corporation doing  
business as CompuWave

By: Signed by:  
*David Herzog*  
7676388E652A4CA \_\_\_\_\_  
Authorized Representative  
Name: David Herzog  
Title: Vice President

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: Signed by:  
*Lauren Wideman*  
8F464D822C84458... \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: Signed by:  
*James Munro*  
92BA147EF6A84DE... \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: Signed by:  
*Marisa Kalin*  
DF54F5C66F0C41A... \_\_\_\_\_  
Risk Management

**EXHIBIT A**  
**STATEMENT OF WORK**

BMAK, Inc., a California corporation doing business CompuWave, shall be responsible for providing all products, services and deliverables specified herein ("Services").

CONTRACTOR is a reseller of software listed below, published by the software provider listed below, and is duly authorized by such Provider to resell such software pursuant to contracts between CONTRACTOR and Provider. CONTRACTOR shall cause the Providers to provide to the COUNTY the Services specified herein, at the prices specified herein, and in accordance with the provisions of this Agreement.

**Provider**

Broadcom

**Software**

VMware Cloud Foundation & VMWare Cloud  
Foundation Services Entitlements

(Remainder of Page Left Intentionally Blank. Exhibit continues on Next Page)

Updated: Nov 2025

# VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1

## Feature Comparison & Upgrade Paths

This feature comparison document outlines the key differences between our two primary platforms (VMware Cloud Foundation and VMware vSphere Foundation) and our vSphere workload engine.

- 1. VMware Cloud Foundation** – a unified private cloud platform that combines the scale and agility of public cloud with security and performance of on-premises infrastructure, delivering increased productivity and lower Total Cost of Ownership (TCO).
  - VMware Cloud Foundation is a full-stack Infrastructure as a Service (IaaS) platform that delivers software-defined compute, storage, networking, security, and management.
  - Integrated automation enables a self-service platform to rapidly deploy VMs/containers for developer agility.
  - Hardened platform offering built-in resilience, scaling, and clustering for non-stop operations.
  - Provides cloud agility to scale infrastructure without scaling staff, delivering cloud consumption on-premises.
  - Provides automation and orchestration to simplify Day 0, Day 1, and Day 2 tasks.
  - Available as a single SKU to simplify full stack deployment.
- 2. VMware vSphere Foundation** – an enterprise-grade workload platform for modern infrastructure delivering virtualized benefits, simplified management, cost efficiency, scalability and serves as the core foundation for VMware Cloud Foundation.
  - Unified workload platform for running VMs and containers side by side with a native Kubernetes runtime.
  - Intelligent operations management delivers enhanced visibility and infrastructure optimization.
  - Hyperconverged infrastructure integrates compute and storage virtualization for efficient resource management.
  - Simplified deployment and scalability with a single SKU, enabling faster application delivery and future ready infrastructure.
- 3. VMware vSphere** – the enterprise workload engine that modernizes compute infrastructure, provides a powerful foundation for modern workloads and enables security and compliance.



Figure 1: shows VMware by Broadcom simplified portfolio

## Feature Comparison: VMware vSphere Foundation vs. VMware Cloud Foundation

Features	Previous Products	vSphere Foundation	VMware Cloud Foundation
<b>Compute</b>			
Distributed Resource Scheduler, Distributed Switch	vSphere Enterprise Plus	•	•
Cross-VC vMotion, Long Distance vMotion, Direct Path vMotion, Storage vMotion	vSphere Enterprise Plus	•	•
High Availability, Fault Tolerance, Data Protection, Trust Authority	vSphere Enterprise Plus	•	•
Kubernetes Runtime, Automated Multicluster Operations	Tanzu Kubernetes Grid	•	•
vCenter: Backup and Restore, Linked Mode, HA	vCenter Server Standard	•	•
<b>Storage</b>			
Data-at-rest and Data-In-Transit Encryption	vSAN Enterprise	0.25 TiB / Core*	1TiB / Core
Stretched Cluster with Local Failure Protection	vSAN Enterprise	0.25 TiB / Core	1TiB / Core
Petabyte Scale, Disaggregated Storage for vSphere	vSAN Enterprise	0.25 TiB / Core	1TiB / Core
Dedup & Compression	vSAN Enterprise	0.25 TiB / Core	1TiB / Core
<b>Networking</b>			
Networking: Distributed Switching and Routing	NSX Enterprise Plus		•
Large Scale Workload Migration	HCX Enterprise		•
Network Ops: Flow Analysis, App Discovery, M-Seg Planning, Network Assurance and Verification	Aria Operations for Networks		•
<b>Management</b>			
Operations: Performance Optimization, Capacity Management, Compliance, Monitoring and Troubleshooting, Log Analytics	Aria Operations	•	•
Automation: Automated Lifecycle Management, App/Infra Provisioning, Governance	Aria Automation		•
VMware and Third-Party Database, Middleware and Application management packs	Aria Operations Enterprise		•
Monitoring and Troubleshooting for Applications with Open-Source Telegraf	Aria Operations Enterprise		•
Out-of-the-box Monitoring and Troubleshooting for Curated Applications with Telegraf agent	Aria Operations Enterprise		•
Native Public Cloud Monitoring	Aria Operations Enterprise		•
TVS management packs	Aria Ops for Integrations	•Excludes DB & apps	•
VCF Operations fleet management: Workload Domain Management, Lifecycle Management, Certificate Management	SDDC Manager		•
<b>Support</b>			
Broadcom Essential Support – Regional Coverage, 24x7 Support		•	•
Activation/ Upgrade Support for VCF			Purchased Separately
Jumpstart Workshops for VCF (new purchases of VCF ACV > \$500k except for US Pub Sector)			•

(\*)- vSAN capacity increase to 0.25 TiB is available in vSphere Foundation purchases starting 11/22/24.

## Detailed Feature Comparison

- **VMware Cloud Foundation** - includes vSphere, vCenter Standard, vSphere Kubernetes Service (formerly Tanzu Kubernetes Grid service), VCF Operations, VCF Operations for networks, VCF Operations fleet management (formerly SDDC Manager), VCF Automation, vSAN, NSX and HCX.
- **VMware vSphere Foundation** - includes vSphere, vCenter Standard, vSphere Kubernetes Service, VCF Operations and vSAN.
- **VMware vSphere Enterprise Plus** - includes vSphere (vCenter Standard, ESX Enterprise Plus).
- **VMware vSphere Standard**- includes vSphere (vCenter Standard, ESX Standard).
- **VMware Cloud Foundation Edge** - VMware Cloud Foundation Edge is an optimized configuration of VMware Cloud Foundation tailored for edge use cases.
- **Solution License** - VMware Cloud Foundation and VMware vSphere Foundation now include a solution license file that enables access to the different components from a single key.

### Table of Contents:

[\[Compute](#) | [Storage](#) | [Networking](#) | [VCF Automation](#) | [VCF Operations](#) | [Advanced Services](#)]

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Compute</b>					
<b>Kubernetes Runtime and VCF Cloud Services</b>					
vSphere Kubernetes Service (VKS)			•	•	•
VM Service			•	•	•
Storage Service			• <sup>[2]</sup>	•	•
Network Service			• <sup>[2]</sup>	•	•
Container Registry Service			•	•	•
Harbor Image Registry Service			•	•	•
vSphere Pod Service			•	•	•
Load Balancer Service			•	•	•
Service Mesh				•	•
External DNS			•	•	•
ArgoCD				•	•
Secret Service				•	•
IaaS Policy Service				•	•
Data Services			•	•	•
AI Services				•	•
Workload Availability Zones				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Compute</b>					
<b>Kubernetes Runtime and VCF Cloud Services</b>					
Simplified VKS cluster lifecycle Management				•	•
Customizable base OS Images			•	•	•
Supervisor Independent Updates				•	•
Custom Zone Optimization				•	•
<b>Operations Management</b>					
vSphere Lifecycle Manager	•	•	•	•	•
Live Patching for ESX	•	•	•	•	•
vCenter Server Profiles	•	•	•	•	•
vCenter Update Planner	•	•	•	•	•
Content Library	•	•	•	•	•
vSphere Configuration Profiles		•	•	•	•
Host Profiles		•	•	[3]	[3]
Auto Deploy		•	•	[3]	[3]
Green Metrics	•	•	•	•	•
<b>Built-in Security</b>					
Identity Federation	•	•	•	•	•
Hardware TPM 2.0 Support	•	•	•	•	•
Virtual TPM 2.0	•	•	•	•	•
FIPS 140-2, and Common Criteria Certification	•	•	•	•	•
TLS 1.2	•	•	•	•	•
TLS 1.3	• [4]	• [4]	• [4]	• [4]	• [4]
Virtual Machine Encryption		•	•	•	•
Standard Key Provider (External KMS)	•	•	•	•	•
Native Key Provider	•	•	•	•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Compute</b>					
<b>Application Performance</b>					
Per-VM Enhanced vMotion Compatibility (EVC)		•	•	•	•
Instant Clone		•	•	•	•
Distributed Resource Scheduler (DRS)		•	•	•	•
Storage DRS		•	•	•	•
Distributed Power Management (DPM)		•	•	•	•
Storage Policy-Based Management	•	•	•	•	•
I/O Controls (storage)		•	•	•	•
Single Root I/O Virtualization (SR-IOV)		•	•	•	•
vSphere Persistent Memory		•	•	•	•
Memory Tiering		•	•	•	•
NVIDIA GRID vGPU		•	•	•	•
Accelerated Graphics for VMs		•	•	•	•
Dynamic DirectPath IO	•	•	•	•	•
Enhanced DirectPath I/O		•	•	•	•
Vendor Device Group		•	•	•	•
Heterogeneous vGPU profiles on same GPU		•	•	•	•
DRS automation for vGPU workloads		•	•	•	•
DPU Support and Dual DPU Support				•	•
<b>Business Continuity</b>					
vMotion	•	•	•	•	•
Cross-vCenter vMotion	•	•	•	•	•
vCenter Enhanced Linked Mode	•	•	•	•	•
vSMP	•	•	•	•	•
vSphere High Availability (HA)	•	•	•	•	•
Proactive HA		•	•	•	•
Storage vMotion	•	•	•	•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Compute</b>					
<b>Business Continuity</b>					
Fault Tolerance	● (2 vCPU)	●	●	●	●
vSphere Replication	●	●	●	●	●
Support for 4k Native Storage	●	●	●	●	●
vSphere Quick Boot	●	●	●	●	●
vCenter File-Based Backup and Restore	●	●	●	●	●
Cross vCenter Mixed Version Provisioning	●	●	●	●	●
Hot and Cold Migration to the Cloud	●	●	●	●	●
Policy-based Governance		●	●	●	●
Kubernetes Automation			●	●	●
Workload Lifecycle Management		●	●	●	●
vCenter Orchestration & Extensibility	●	●	●	●	●
<b>Storage</b>					
vSAN Express Storage Architecture (ESA)			●	●	●
vSAN Original Storage Architecture (OSA)			●	●	●
All-Flash Hardware			●	●	●
Basic Compression and Deduplication			● (OSA Only)	● (OSA Only)	● (OSA Only)
Advanced Compression and Global Deduplication			● (ESA Only)	● (ESA Only)	● (ESA Only)
Data-at-Rest Encryption			●	●	●
Data in-Transit Encryption			●	● <sup>[3]</sup>	● <sup>[3]</sup>
Storage Policy-Based Management			●	●	●
Software Checksum			●	●	●
vSAN over RDMA			●	● <sup>[3]</sup>	● <sup>[3]</sup>
Quality of Service (QoS) – IOPS Limit			●	●	●
Erasure Coding (RAID-5/6)			●	●	●
vSAN storage clusters			●	●	●

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Storage</b>					
Remote Datastores			•	•	•
Stretched Cluster			•	•	•
2-Node Cluster			•	• <sup>[3]</sup>	• <sup>[3]</sup>
File Services			•	•	•
iSCSI Target Service			•	• <sup>[3]</sup>	• <sup>[3]</sup>
Cloud Native Storage (CNS) Control Plane			•	•	•
vSphere Container Storage Interface (CSI) Driver			•	•	•
Rack Awareness (Fault Domains)			•	• <sup>[3]</sup>	• <sup>[3]</sup>
vSAN Data Persistence Platform			•	•	•
Snapshot Manager			•	•	•
Immutable Snapshots			•	•	•
vSAN-to-vSAN Replication			• <sup>[14]</sup>	• <sup>[15]</sup>	• <sup>[15]</sup>
<b>External Storage</b>					
VMFS - Fibre Channel	•	•	•	• (Principal, Supplemental)	• (Principal, Supplemental)
VMFS - iSCSI	•	•	•	• (Supplemental)	• (Supplemental)
VMFS - FCoE	•	•	•	• (Supplemental)	• (Supplemental)
VMFS - NVMe/FC	•	•	•	• (Supplemental)	• (Supplemental)
VMFS - NVMe/TCP	•	•	•	• (Supplemental)	• (Supplemental)
VMFS - NVMe/RDMA	•	•	•	• (Supplemental)	• (Supplemental)
NFS - v3	•	•	•	• (Principal, Supplemental)	• (Principal, Supplemental)
NFS - v4.1	•	•	•	• (Supplemental)	• (Supplemental)
vVols - Fibre Channel	•	•			
vVols - iSCSI	•	•			
vVols - NVMe/FC	•	•			
vVols - NVMe/TCP	•	•			

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>External Storage</b>					
vVols - NFS v3	•	•			
Storage I/O QoS Controls (SIOC)		•	•	•	•
Storage Array Integration (VAAI) for Block Storage	•	•	•	•	•
Storage Array Integration (VAAI) for NFS Storage	•	•	•	•	•
Workload (VMDK) Clustering	•	•	•	•	•
Auto config with NFS	•	•	•	•	•
3rd party storage plugins	•	•	•	•	•
Host commissioning and cluster management	•	•	•	•	•
<b>Networking</b>					
vSphere Distributed Switch		•	•	•	•
Link Aggregation Control Protocol (LACP)		•	•	• <sup>[3]</sup>	• <sup>[3]</sup>
Load-Based Teaming		•	•	•	•
Network I/O QoS Control (NIOC)		•	•	•	•
Private VLAN		•	•	•	•
MAC Learning		•	•	•	•
BPDU Guard		•	•	•	•
Guest VLAN Tagging		•	•	•	•
VLAN Backed Networking	•	•	•	•	•
Virtual Networking				•	•
Spoofguard				•	•
L2 Multicast		•	•	•	•
L3 Multicast				•	•
Enhanced Datapath				•	•
Enhanced Datapath for DPUs				•	•
IPv4 and IPv6 Routing				•	•
Dynamic Routing (OSPFv2/BGP/BFD)				•	•
VRF				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Networking</b>					
IPv4 and IPv6 Routing				•	•
Dynamic Routing (OSPFv2/BGP/BFD)				•	•
VRF				•	•
EVPN				•	•
NAT				•	•
L2 and L3 VPN				•	•
Quality of Service (QoS)		• (NIOC)	• (NIOC)	• (NIOC and NSX)	• (NIOC and NSX)
NSX Edge Bridge for Networking				•	•
DNS, DHCP and IPAM				•	•
Container Networking with Antrea			•	•	•
Policy, Tagging, and Grouping				•	•
Multi-Tenancy with Projects				•	•
Virtual Private Cloud (VPCs)				•	•
Load Balancing for VCF Infrastructure Components (i.e. VCF appliances) <sup>[12]</sup>				•	•
Layer 4 Load Balancing for vSphere Supervisor (including VM Service, vSphere PODs, and VKS Clusters) <sup>[11],[12]</sup>			•	•	•
Manager / Controller Clustering				•	•
Federation				•	•
NSX Edge in VM and Bare-Metal Form Factor for Networking				•	•
Automated and Manual Manager and Edge Deployment				•	•
Automated Host Prep				•	•
Port Mirroring		•	•	•	•
Netflow/IPFIX		•	•	•	•
Traceflow				•	•
Live Traffic Analysis				•	•
Packet Capture		•	•	•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>Cloud Management</b>					
<b>VCF Automation</b>					
<b>Modern Cloud Interface</b>					
Self-Service Catalog <sup>[5]</sup>				•	•
Self-Service IaaS <sup>[6]</sup>				•	•
Unified APIs (declarative K8s APIs <sup>[6]</sup>   REST APIs <sup>[5]</sup> )				•	•
<b>VCF Cloud Services <sup>[6]</sup></b>					
Core Services: VM, VKS, Network, Volume, VM Image				•	•
Extensible Services (Private AI Services, ArgoCD, DSM, Contour, Harbor, etc.)				•	•
<b>Governance &amp; Policies</b>					
Zones, Regions, Organization, Project, IAM (for Ent IT Admin) <sup>[5]</sup>				•	•
Namespace Classes, Namespaces, VPC (for Ent IT Admin) <sup>[6]</sup>				•	•
Namespaces & Supervisor Services Management (for LOB Admin) <sup>[6]</sup>				•	•
Policies (approval, lease, day 2 action) (for Org Admin) <sup>[5]</sup>				•	•
IaaS Resource Policies w/ Policy as Code (for Org Admin) <sup>[6]</sup>				•	•
Tenant Identity Management & RBAC (for Org Admin) <sup>[6]</sup>				•	•
Custom Naming Policy (for Org Admin) <sup>[5]</sup>				•	•
Cost Visibility (w/ VCF Operations) (for Ent IT Admin & Org Admin) <sup>[5]</sup>				•	•
VKS Cluster Management (for Platform Engineers) <sup>[6]</sup>				•	•
<b>Tenant Management <sup>[6]</sup></b>					
Tenant Resource Management (compute, storage, network) (for Ent IT Admin)				•	•
Tenant Network Isolation w/ VCF Networking (for Ent IT Admin)				•	•
Tenant Operations (utilization, chargeback, alerts)				•	•
Tenant Branding (for Org Admin)				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>VCF Automation</b>					
<b>Tenant Management</b> <sup>[6]</sup>					
Quick / Manual Setup of Organizations (for Ent IT Admin)				•	•
Provider and Consumer Dashboards				•	•
Certificate Management (for Ent IT Admin & Org Admin)				•	•
<b>Content Management</b> <sup>[6]</sup>					
Centralize Content Hub for blueprints, content libraries (VM Images), orchestrator workflows				•	•
Publish content to self-service catalog				•	•
Provider Tenant Admin to Tenant sharing: content library and catalog items				•	•
Content Library Creation				•	•
<b>Infrastructure as Code</b>					
Visual Canvas Template Designer w/ declarative YAML syntax <sup>[5]</sup>				•	•
Blueprints (YAML <sup>[5]</sup>   K8s manifest in YAML <sup>[6]</sup> )				•	•
Git Integration (GitHub, GitLab, Bitbucket) <sup>[5]</sup>				•	•
VCF Automation TF Provider <sup>[5]</sup>				•	•
Automated deployment & configuration of Supervisor Services <sup>[6]</sup>				•	•
Automated deployment & configuration of SDDC objects <sup>[7]</sup> (e.g., NSX n/w, Security Groups, Firewalls <sup>[8]</sup> , Avi LB <sup>[9]</sup> )				•	•
<b>Private AI Automation Services</b> <sup>[6], [10]</sup>					
Catalog Setup Wizard (Automated Private AI service setup)				•	•
GPU-capable DL VM provisioning				•	•
GPU-capable VKS Cluster provisioning				•	•
DSM Integration for RAG-based workloads				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>VCF Automation</b>					
<b>Orchestration &amp; Extensibility</b>					
Workflow Orchestration (VCF Operations orchestrator) <sup>[5]</sup>				•	•
Ecosystem & Partner Services <sup>[6]</sup>				•	•
Event Subscription Service, Custom Resources/Custom Day 2, XaaS <sup>[5]</sup>				•	•
Action-Based Extensibility (ABX) (FaaS) <sup>[7]</sup>				•	•
Integrations (Ansible <sup>[7]</sup> , Puppet <sup>[7]</sup> , Tanzu Config <sup>[7]</sup> , ServiceNow ITSM <sup>[7]</sup> , IPAM (Infoblox) / IPAM SDK <sup>[7]</sup> , AD <sup>[7]</sup> )				•	•
<b>Workload Lifecycle Management</b>					
Workload discovery and onboarding <sup>[7]</sup>				•	•
Workload Operations for Providers & Consumers <sup>[6]</sup>				•	•
Day 2 Actions & Custom Actions <sup>[5]</sup>				•	•
Advanced Workload Placement (w/ VCF Operations) <sup>[7]</sup>				•	•
Resource right-sizing and reclamation (w/ VCF Operations) <sup>[7]</sup>				•	•
<b>VCF Operations</b>					
Install			•	•	•
Lifecycle Management			(vSphere Foundation customers utilize vLCM)	•	•
License Management			•	•	•
Certificate Management				•	•
Password Management				•	•
Configuration Drift Management				•	•
Centralized Tag Management				•	•
Global inventory			•	•	•
Identity and Access Management, Single Sign-on (vSphere interface)			•	N/A	N/A
Identity and Access Management, Single Sign-on (VCF Operations interface)				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>VCF Operations</b>					
GPU & vGPU monitoring			•	•	•
Audit events across vCenter, vSphere, vSAN, and NSX			•	•	•
Log Management			•	•	•
VCF Health and Diagnostics			•	•	•
Storage Operations (vSAN)			•	•	•
Visualization (OOTB; Custom): Alerts, Dashboards, Views, Reports, Heat Map, Performance Charts, Super Metrics, Metric Correlation, Relationship Mapping			•	•	•
Performance Monitoring and Analytics			•	•	•
Compliance Management, including regulatory compliance (CSA, DISA, FISMA, ISO, CIS, PCI, HIPAA), custom compliance templates, vSphere hardening			•	•	•
Real-Time predictive capacity management, including trending (Workload What-If analysis), right-sizing, workload optimization (manual and automated)			•	•	•
Troubleshooting with guided remediation			•	•	•
Cost Management and Optimization with Fine-Grained Cost Analytics (Service and Data Center costs, Reclamation, Planning)			•	•	•
Custom Profiles for VMs			•	•	•
Data Protection and Recovery (Integrated VMware Live Cyber Recovery and VMware Live Site Recovery)			•	•	•
Service Discovery and Application Dependency Mapping			•	•	•
Out-of-the-Box Discovery, Monitoring, and Troubleshooting for Packaged Applications				•	•
Extensibility via VMW & 3rd-Party Infrastructure Management Packs (SDDC, Compute, Storage, Network, K8s/Container)			•	•	•
Extensibility via VMW & 3rd-Party App & Management Packs (e.g., DBs, middleware, app management)				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>VCF Operations</b>					
Application Monitoring (Telegraf Agent)				•	•
Logs Alerting			•	•	•
Logs Query API			•	•	•
Logs Scheduled dashboard reports			•	•	•
Logs Partitioning			•	•	•
Logs Content Pack support			•	•	•
Security Operations (SecOps)				•	•
Supervisor Cluster monitoring (Metrics and Dashboard)			•	•	•
vSphere Kubernetes Service Cluster monitoring (Telegraf Agent)			•	•	•
<b>VCF Operations for networks</b>					
Network Visibility and Troubleshooting for vSphere, NSX, and HCX				•	•
Network Assessment and Optimization Report				•	•
Virtual flows (VDS IPFIX, VM to VM, VM to Physical)				•	•
Physical flows (NetFlow v7 and v9, and sFlow)				•	•
IPv6 Flows support for vSphere and NSX				•	•
Flow Analytics and Insights (Thresholds and Outliers)				•	•
Application discovery (Automated and Manual - names, tags, RegEx, ServiceNOW, csv)				•	•
Application health, monitoring & troubleshooting, Analytics & Intents				•	•
DNS mapping (import bind file)				•	•
NSX virtual network and physical network fabric visibility (Virtual +Physical)				•	•
Physical Device integration (Cisco, Arista, Juniper, Infoblox) for underlay network visibility				•	•
Network device auto-discovery				•	•

VMware Cloud Foundation 9.0.1 and VMware vSphere Foundation 9.0.1: Feature Comparison & Upgrade Paths

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
<b>VCF Operations for networks</b>					
NSX Federation Visibility				•	•
HCX health, monitoring & troubleshooting, including L2 Extension				•	•
Migration Plan, supporting workload mobility across and within Datacenters				•	•
Network Visibility for native Kubernetes (VKS), and Red Hat OpenShift using NSX container plugin				•	•
Avi Load Balancer Integration (Separate Add-On for Avi is required)				•	•
NSX Firewall network segmentation planning and operations (Separate Add-On for vDefend is required)				•	•
VCF Network Operations platform is Federal Information Processing Standards (FIPS 140-2) compliant	N/A	N/A	N/A	•	•
Highlight critical VMs via the Crown Jewels reachability and visibility analysis for security posture				•	•
Visibility of Incomplete TCP sessions for DDoS monitoring				•	•
User friendly Search/Query capability				•	•
Guided network troubleshooting				•	•
Path Visibility for NSX Virtual Network and Underlay Physical network				•	•
Network Map topology visualization across VCF & underlay				•	•
Network assurance & verification (Intents) for VCF & underlay				•	•
<b>Advanced Services (Add-ons) <sup>[13]</sup></b>					
Additional Storage Capacity - vSAN			•	•	•
Advanced Cyber Compliance			•	•	•
Load Balancing			•	•	•
Advanced Security				•	•
Application Services				•	•
Data Services				•	•
Network Observability				•	•

Features	vSphere Standard <sup>[1]</sup>	vSphere Enterprise Plus <sup>[1]</sup>	vSphere Foundation	VMware Cloud Foundation Edge	VMware Cloud Foundation
Business Operations				•	•
Identity Security				•	•
VMware Private AI				•	•

### Footnotes

- [1] - VMware vSphere is available in two standalone editions, VMware vSphere Standard and VMware vSphere Enterprise Plus, and is also included as a component in VMware Cloud Foundation and VMware vSphere Foundation. Note that vSphere Standard and vSphere Enterprise Plus are only available as versions up to the 8 Update 3 release. Currently, vSphere 9.0 features are only available as part of VMware vSphere Foundation 9.0 and VMware Cloud Foundation 9.0.
- [2] - Denotes features that are limited to the support of VM Service and VKS.
- [3] - Denotes features compatible with VCF but not integrated with VCF Operations fleet management.
- [4] - For more information about using TLS 1.3 with FIPS 140-3 requirements, consult the product documentation.
- [5] - Available in both Org for All Apps and VM Apps.
- [6] - Available in Org for All Apps.
- [7] - Available in Org for VM Apps.
- [8] - Requires Firewall add-on.
- [9] - Requires Avi LB add-on.
- [10] - Requires PAIF-N add-on.
- [11] - Ingress / Gateway API provided by Contour Ingress Controller / Supervisor Service.
- [12] - It is recommended that customers who need general purpose and advanced load balancing features purchase Avi Load Balancer.
- [13] - Advanced services are available for separate purchases and are not included in the core VMware Cloud Foundation or VMware vSphere Foundation offerings.
- [14] - Requires VMware Site Recovery Manager (SRM) License.
- [15] - Requires VCF Advanced Cyber Compliance (Advanced Services Add-on).
- [16] - Support will be provided for VKS only.

# VCF Services Entitlement

## Realize value faster

### At a glance

Get the help you need to build, integrate, and operationalize VMware Cloud Foundation.

### Key benefits

- Get to private cloud faster
- Expand your cloud capabilities
- Get hands-on assistance from deep technology experts

VMware Cloud Foundation® is a unified platform to run all workloads. It combines the scale and agility of public cloud with the security and performance of a private cloud. What's one of the fastest ways to start realizing value from your VMware Cloud Foundation investment? With hands-on assistance from experts who know the technology and have helped thousands of customers. And the best part is your VMware Cloud Foundation license purchase may qualify you for this help through the VCF Services Entitlement.

### Service overview

The VCF Services Entitlement accompanies qualified purchases of a VMware Cloud Foundation license, and it can be used toward VCF Professional Services. It can only be used within the initial 12 months of your VCF license purchase, after which the entitlement expires.

Your entitlement can be used wherever you are in your cloud journey. If you are standing up a new VCF environment, you can start with a Jumpstart Workshop to develop a plan and create a roadmap with cloud use cases. Once you have a plan, we can help you design and build your private cloud infrastructure.

If you have already stood up your private cloud, use your entitlement to get assistance with expanding your cloud capabilities. VCF Professional Services can help with a variety of initiatives such as:

- Creating operational dashboards
- Implementing advanced automation
- Building a self-service catalog
- Migrating workloads to VCF

## VCF Services Entitlement

### Learn more

Visit [vmware.com/services](https://vmware.com/services)

- Implementing disaster recovery
- Implementing ransomware protection
- Implementing private AI
- Implementing advanced networking and security

Contact your sales representative to determine if you qualify for the entitlement.

### Benefits

VCF Professional Services have the experience, best practices, proven methodologies, and deep knowledge of VMware technology that can help you reduce risk and complexity while minimizing disruption. From deploying and integrating into your environment, to implementing operations and management, we can help you achieve your private cloud objectives faster.



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 Modified Date: Mar 16, 2026 10:15 AM PDT  
 Expiration Date: 04/11/2026  
 Description:

**Sales Associates**

Preparer: Rudolph, Scott  
 E-mail: srudolph@compuwave.com  
 Phone: (805)650-8808 ext. 119  
 Account Manager: Sales, CompuWave  
 E-mail: msolis@compuwave.com

**Customer Contact**

Butterfield, Virginia  
 v.butterfield@co.santa-barbara.ca.us  
 (P) 8055682607

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

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Payment 1 of 5: \$313,626.00 Due NET 30  
 Payment 2 of 5: \$313,626.00 Invoice 04/26/27  
 Payment 3 of 5: \$313,626.00 Invoice 04/26/28  
 Payment 4 of 5: \$313,626.00 Invoice 04/26/29  
 Payment 5 of 5: \$313,626.00 Invoice 04/26/30  
 excludes the adoption services which are invoiced separately

**CompuWave, Inc**

1884 Eastman Ave  
 Suite 111  
 Ventura, California 93003  
 United States  
 www.compuwave.com  
 (P) 805-650-8808  
 (F) 805-650-8561

Effective this year we are now required to collect, and remit the new SB1215 mandated Covered Battery-Embedded CBE Waste Recycling Fee for the sale of any electronics that have non-removable batteries.

Any new or refurbished electronic device with a battery that cannot be easily removed using common household tools is covered by SB1215. Examples may include, but are not limited to, smartphones, earbuds, smartwatches, digital pens, certain laptops and other devices.

This fee will be listed as a separate item on quotes and invoices that include any products that have been identified by their manufacturer as subject to the requirements of SB1215. Please let us know if you have any questions regarding this new state fee.

**The Products & Services You've Requested!**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	<b>VMware Bundle license</b> VCF-CLD-FND-A - QTY - 752 VCF-VLR-PVM-R - QTY - 250 VMware, LLC - VM-Bundle1	<b>VMbundle</b>		1	\$313,626.00	\$313,626.00
2	<b>VMware Bundle license</b> VCF-CLD-FND-A - QTY - 752 VCF-VLR-PVM-R - QTY - 250 VMware, LLC - VM-Bundle1	<b>VMbundle</b>		1	\$313,626.00	\$313,626.00
3	<b>VMware Bundle license</b> VCF-CLD-FND-A - QTY - 752 VCF-VLR-PVM-R - QTY - 250 VMware, LLC - VM-Bundle1	<b>VMbundle</b>		1	\$313,626.00	\$313,626.00
4	<b>VMware Bundle license</b> VCF-CLD-FND-A - QTY - 752 VCF-VLR-PVM-R - QTY - 250 VMware, LLC - VM-Bundle1	<b>VMbundle</b>		1	\$313,626.00	\$313,626.00
5	<b>VMware Bundle license</b> VCF-CLD-FND-A - QTY - 752 VCF-VLR-PVM-R - QTY - 250 VMware, LLC - VM-Bundle1	<b>VMbundle</b>		1	\$313,626.00	\$313,626.00
					<b>Subtotal:</b>	<b>\$1,568,130.00</b>
					Tax (9.2500%):	\$0.00
					Shipping:	\$0.00
					<b>Total:</b>	<b>\$1,568,130.00</b>

Please note that until further notice, all CompuWave quotes will be valid for 2 weeks only and are subject to pricing changes without notice due to current market conditions affecting the pricing of technology hardware. Feel free to contact me with any questions.

**Terms and Conditions**

All returns must be accompanied by original invoice and authorized RMA number

County of Santa Barbara- IT Dept (VB0671)  
 Butterfield, Virginia  
 Santa Barbara, CA United States  
 (P) 805-568-2607

**Billing**  
 Infor. Tech. Div. of General Serv.  
 Butterfield, Virginia  
 105 E anapamu Suite 304  
 Santa Barbara, CA 93101  
 United States  
 (P) 805-568-2607

**Shipping**  
 Infor. Tech. Div. of General Serv.  
 Butterfield, Virginia  
 105 E anapamu Suite 304  
 Santa Barbara, CA 93101  
 United States  
 (P) 805-568-2607



## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. For the Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a maximum aggregate contract amount not to exceed **\$1,568,130** (“Maximum Contract Amount”).
- B. Payment for Services shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the Services to be performed over the next 12 months. Each invoice must clearly identify the Services to be performed and must reference the assigned Board Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or to seek any other legal remedy.

## EXHIBIT C

### **Indemnification and Insurance Requirements (For Information Technology Contracts)**

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business

interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.