

PUR 7102 FY24-25

Row 96

Fiscal Year	FY24/25
Number	96
Completed	☒
Date Received	05/29/25
Date Assigned	05/29/25
Assigned To	evan.mclaughlin@dms.fl.gov
Action	Approved
Action Date	06/27/25
Date eForm Submitted	05/29/25
MFMP Contract Number	DOT-96-AgencyACS-25
Date Agency Notified	06/27/25
Agency	Department of Transportation
PD Name	Paul Baker
PD Phone	+1 (850) 414-4412
PD Email	Paul.Baker@dot.state.fl.us
Sub is PD	No
Sub Name	Taylor Saul
Sub Phone	+1 (850) 414-4063
Sub Email	Taylor.Saul@dot.state.fl.us
MC Title	Oracle Products and Services
MC Number	R240202
MC Amount	\$0.00
MC Start Date	01/01/25

MC End Date	12/31/27
MC Reference	Paragraph 6 on Page 3 under Recitals
MC Entitiy	Region 4 Education Service Center (ESC)
MC Entity Contact	Lavanashell Johnson
MC Entity Phone	+1 (800) 262-4358
Contractor	DLT Solutions, LLC
FEIN	541599882
Sunbiz	☒
MFMP	☒
Purchase Request	Oracle Enterprise Database
Purchase Amount	\$379,657.99
Purchase Start Date	08/06/25
Purchase End Date	08/05/26
Master Contract	☒
Solicitation	Not Applicable
Sunbiz Doc	☒
MFMP Doc	☒
Contractor Quote	☒
Other Quote	
Best Value	☒
Agreement	☒
Modified By	kristin.earley@dms.fl.gov
Modified	06/27/25 8:54 AM

DMS USE ONLY

Date received: 5/29/25

Internal Contract Number: DOT-96-AgencyACS-25

REVIEWED BY: Evan McLaughlin

DATE: 6/26/2025

Master contract was competitively procured

☒ Yes ☐ No

Master contract is a term contract as defined in 287.012 (29) Florida Statutes

☒ Yes ☐ No

Agency's proposed purchase is within the scope of the master contract - commodities and services requested, volume, location, term, and price

☒ Yes ☐ No

Proposed purchase is available from a state term contract or enterprise, alternate contract source

☐ Yes ☒ No

Master contract was procured by another Florida state agency

☐ Yes ☒ No

Master contract was procured by the federal government, another state, or a political subdivision

☒ Yes ☐ No

Use of master contract is cost effective and is the best value to the state:

☒ Yes ☐ No

The Department's approval of this ACS request does not represent a determination regarding the legality of the ACS contract's terms and conditions. Please consult your legal counsel to make this determination for your agency. Your agency is responsible for complying with the ACS contract terms and conditions.

State agencies shall comply with the master agreement quoting requirements when requesting pricing and issuing orders from this approval.

Master contract was procured by the federal government, another state, or a political subdivision.

RECOMMENDATION:

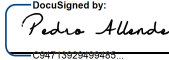
☐ Disapproved

☒ ACS approval end date 8/5/2026

The ACS approval cannot be renewed or extended beyond the State Purchasing ACS approval end date. A new PUR 7102 form will need to be submitted to State Purchasing if commodities and services are needed after that date.

APPROVED:

Secretary, Department of Management Services

Signature:  _____
C84713929499485...

Printed Name: Pedro Allende

Date: 6/27/2025 | 11:15 AM EDT

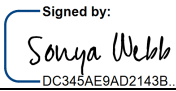
ALTERNATE CONTRACT SOURCE (ACS) AGREEMENT
(Another agency, Federal, other state, or political subdivision contract)

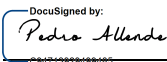
This Agreement between the Department of Management Services (Department) and Department of Transportation (Agency) is to authorize the Agency’s use of a contract competitively established by another agency, or a contract let by the Federal Government, other state, or a political subdivision. The parties agree as follows:

- 1. The Department has approved the Agency’s use of the ACS contract for the purchase of Oracle Enterprise Database (commodities or contractual services to be provided) as cost effective and the best value to the state.
- 2. The Agency will comply with Chapter 287, Florida Statutes, and Rule Chapter 60A-1, Florida Administrative Code, including addressing the vendor’s obligation to register and pay Transaction Fees, in contracting to purchase under the ACS contract.
- 3. The term of the Agency’s contract will not extend beyond the term of the ACS contract.
- 4. The Agency will submit a new PUR 7102 form to the Department if it intends to renew or extend the proposed contract end date specified in a previously approved request.

Agency

Department of Management Services

By:  Signed by:
DC345AE9AD2143B...

By:  DocuSigned by:
CS9710829499400...

Name: Sonya Webb

Name: Pedro Allende

Title: Finance & Staff Director - TTO-FAST

Title: Secretary

Date: 05/29/2025

Date: 6/27/2025 | 11:15 AM EDT

Region 4 Education Service Center (ESC)

Contract # R240201

for

Oracle Products and Services

with

DLT Solutions

Effective: January 1, 2025

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

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP

APPENDIX A

Contract

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

RECITALS

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

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

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

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

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

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

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

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

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

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

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

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

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

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

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

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.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

- ☐ 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.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(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.)

06/13/2024

Date

DocuSigned by:

109616C48E48400

Corporate Counsel
Authorized Signature & Title

Appendix C, Doc #2

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

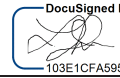
I affirm under penalty of perjury of the laws of the State of Texas that:

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

DLT Solutions, LLC

Contact

DocuSigned by:

103E1CFA5954492...

Signature

Lavanashell Johnson

Printed Name

Corporate Counsel

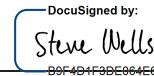
Position with Company

Address

2411 Dulles Corner Park, STE 800

Herndon, VA 20171

**Official
Authorizing
Proposal**

DocuSigned by:

89F4D4F3DE084E6...

Signature

Steve Wells

Printed Name

VP, Program Management

Position with Company

Phone

800-262-4358

Fax

866-708-6867

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Lavanashell Johnson, as an authorized representative of

DLT Solutions, LLC, a contractor engaged by

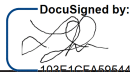
Insert Name of Company

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.

DocuSigned by:

103E1CFA6064402

Lavanashell Johnson

Signature of Named Authorized Company Representative

06/07/2024

Date

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

DLT Solutions, LLC
 Herndon, VA United States

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

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Region 4 ESC 24-02
 COTS IT Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tech Data Corporation	Clearwater, FL United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Lavanashell Johnson, and my date of birth is 02/21/1986.

My address is 2411 Dulles Corner Park, STE 800, Herndon, VA, 20171, USA.
 (street) (city) (state) (zip code) (country)

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

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

DocuSigned by:

 193E1CFA5954492

Signature of authorized agent of contracting business entity
 (Declarant)

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 DLT Solutions LLC

Address 2411 Dulles Corner Park, Suite 800

City/State/Zip Herndon VA 20171

Telephone No. 703-773-8977

Email Address Steve.Wells@dlt.com

Printed Name Steve Wells

Title Vice President, Program Management

Authorized signature Steve Wells Digitally signed by Steve Wells
Date: 2024.06.11 20:26:01 -04'00'

Accepted by Region 4 ESC:

Contract No. R240201

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

Linda Tinnerman
Region 4 ESC Authorized Board Member

8/27/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

8/27/2024
Date

Victor E. White
Print Name



24-02 Addendum 3

DLT SOLUTIONS

DLT SOLUTIONS LLC

Supplier Response

Event Information

Number: 24-02 Addendum 3
Title: Oracle Products 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 10:00 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

DLT SOLUTIONS Information

Contact: Chris Kline
Address: 2411 Dulles Corner Park
Suite 800
Herndon, VA 20171
Phone: (800) 262-4358
Email: chris.kline@dlt.com
Web Address: www.dlt.com

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

Chris Kline

Signature

Submitted at 6/13/2024 01:41:25 PM (CT)

chris.kline@dlt.com

Email

Requested Attachments

Products and Pricing

DLT Solutions Pricing_Oracle
Products and Services 24-
03_June-13-2024.xlsx

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

DLT Solutions_Value Add.pdf

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.

Appendix B - Terms & Conditions Acceptance Form

DLT RFP # 24-02 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.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications

DLT Solutions_ Exhibit F Federal
Funds Certifications_FE.pdf

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

Texas Government Code 2270 Verification Form

DLT Solutions_ 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.

OFFER AND CONTRACT SIGNATURE FORM

DLT RFP # 24-02 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.

OMNIA Partners - Exhibit G New Jersey Business Compliance

DLT Solutions_ Exhibit G New Jersey Business Compliance_FE.pdf

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

Diversity Program Certifications

No response

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

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

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

DLT Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy_24_02.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.

Antitrust Certification Statements

DLT Solutions_ Antitrust Certification Statements.pdf

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

OMNIA Partners - Exhibit F Federal Funds Certifications

DLT Solutions_ Exhibit F Federal Funds Certifications_FE.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

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.

Historically Underutilized Business (HUB) Certification

No response

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

Certificate of Interested Parties (Form 1295)

DLT Form 1295 Certificate 101220056_24-02.pdf

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

Submit FEIN and Dunn & Bradstreet report.

DLT Solutions_D&B Report.pdf

Upload FEIN and Dunn & Brandstreet report here.

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.

Offeror shall include written and signed confirmation from Oracle's Gov't Resale Programs Group that they:

DLT OPN Confirmation 6.12.24.pdf

- Are Oracle Partner Network (OPN) Platinum member in good standing
- Are authorized to create a contract with Oracle offerings
- Have an executed full Use Distribution Agreement
- Have an executed Public Sector Addendum
- Have an executed Cloud Services Distribution Addendum
- Have an executed Public Sector Attachment to the Cloud Services Distribution Addendum
- Have an executed Support Renewal Schedule

Response Attachments

DLT Solutions Proposal - Region 4 - Oracle Products and Services - Solicitation 24-02.pdf

DLT Detailed Proposal

EEO1_2022_M063850_LA74931 - DLT (Herndon, VA)_2023.pdf

DLT EEO for Ex. G

OMNIA_Cloud STCs_v060721.pdf

Oracle Cloud STC

OMNIA_HW STCs_v041320.pdf

Oracle Hardware STCs

OMNIA_SW STCs_v060121.pdf

Oracle Software STCs

DLT Non-Collusion Affidavit for Solicitation Number 24-02 20240613_FE.pdf

DLT Non-Collusion Form

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)
5	Is pricing available for all products and services? ☒ Yes ☐ No

6 Describe any shipping charges.

Software licenses (on-premise or cloud) sold under this contract will generally be downloaded or accessed via the internet free of shipping charges.

7 Provide pricing for warranties on all products and services.

DLT will provide a warranty for all products and services in accordance with each manufacturer's standard commercial warranty.

8 Describe any return or restocking fees.

Any return or restocking fees charged to the Customer will be in accordance with each Manufacturer's standard commercial terms. Please refer to the manufacturer terms and conditions included with this offer.

9 Describe customer fulfillment process.

DLT Solutions' fulfillment process begins with an initial DLT quote, either direct to a Public Agency customer or a partner reseller (for eventual quote to Public Agency customer). When customer funds are appropriated/allocated, the customer issues a PO under the terms and conditions of the Omnia contract and referencing the DLT or partner quote number. When DLT receives the order (either from the Public Agency or partner reseller), DLT places a corresponding order with the relevant Original Equipment Manufacturer (OEM). When the order is accepted by the OEM, the product is made available to the Public Agency customer.

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 may be available to the Customer at the order level due to high volume or other factors. The exact amount of the additional discount will be negotiated with the Customer at the time of order.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

DLT will maintain a web page at www.dlt.com which lists all available manufacturers under the contract and the standard discount associated with each manufacturer. Customers will be able to reference this website to determine they are receiving correct Contract pricing.

12 Describe payment methods offered.

DLT's invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions. DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing. Please see DLT's response to Part M. of the Marketing and Sales section above for additional information about the invoice process. DLT accepts the following forms of payment: •Check •Government Purchase Card •ACH/Wire Transfer

13 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.

Except in rare circumstances (mergers, major channel reorganization, etc.), DLT does not anticipate any changes to the pricing discount structure during the course of the contract. The discount structure proposed at the time of bid would remain static even as different individual products may be added or deleted from a price list. DLT updates the available products on its price lists when the manufacturer updates the price list. Generally speaking, this is a monthly occurrence, but may occur more or less frequently dependent on the manufacturer. In all cases DLT keeps its price lists current with the price list offered by each manufacturer in near real-time (~1-5 business day delay for communication and processing).

1 4	Future Product Introductions Describe how future product introductions will be priced and align with Contract pricing proposed. For new products introduced by manufacturers already on contract, TD SYNEX Public Sector will meet or exceed the existing discount-from-MSRP offered to Region 4 and Omnia Customers. For new manufacturers added to contract post-award, TD SYNEX Public Sector will offer a competitive discount that aligns with the requirements of Region 4 and the Omnia Partner Agreement.
1 5	Not to Exceed Pricing Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.
1 6	Appendix D, Exhibit A, OMNIA Partners Response for National Contract Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
1 7	Appendix D, Exhibit B, OMNIA Partners Administration Agreement The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.
1 8	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
1 9	Emergency Orders Describe how Offeror responds to emergency orders. It has been DLT's experience that the processing of orders and the need for Customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM), End of Quarter (EOQ), or another time of emergency.
2 0	What is Offeror's average Fill Rate? Any order properly submitted to DLT's Order Management team before 1400 EST are booked the same day. DLT typically fulfills orders within 2 days or less.
2 1	What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines. DLT does not ship/deliver hard copies of the software being offered through this Master Agreement. Software licenses (on-premise or cloud) sold under this contract will generally be downloaded or accessed via the internet.
2 2	Describe Offeror's return and restocking policy. DLT's return and restocking policy for any product or service sold under this contract will be in accordance with the relevant Manufacturer's standard commercial terms.

2
3**Describe Offeror's ability to meet service and warranty needs.**

DLT will provide a warranty for all products and services in accordance with the relevant Manufacturer's standard commercial warranty.

2
4**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST. However, it has been our experience that the processing of orders and the need for Customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ). The DLT sales team is available to serve as the first line of support in any problem resolution process. Any service or product issues are escalated internally to a Sales Manager; if DLT is unable to resolve the problem we will facilitate support directly from the manufacturer to resolve the issue.

2
5**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.**

DLT's invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions. DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing. Please see DLT's response to Part M. of the Marketing and Sales section above for additional information about the invoice process. DLT accepts the following forms of payment: • Check • Government Purchase Card • ACH/Wire Transfer

2
6**Transition Plan**

Describe Offeror's contract implementation/customer transition plan.

DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the Master Agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours): • Notify internal stakeholders and executive leadership of contract award. • Set up new contract in DLT internal systems: price lists, contract/quote terms, etc. • Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed. • Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include: o Review Requirements Matrix and Contract Checklist o Review Contract Roll Out FAQ document o Determine Manufacturer, Customer, and Partner engagement strategy o Establish DLT message for press release and collateral • Create and release marketing press release identifying the Master Agreement as DLT's primary contractual offering to Public Agencies. • Update the DLT website with new contract information • Conduct initial sales-specific training, which includes: o Sales-specific terms and conditions o How to Quote o How to Book o Accounting: fees, reporting, invoice requirements, etc. • Educate the sales force on the requirements of the Master Agreement. • Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement. DLT will use commercially reasonable efforts to advertise the existence of the Master Agreement and facilitate the transition of Public Agency Customers to the Master Agreement upon their request.

2
7**Describe the financial condition of Offeror.**

DLT is a financially sound company. DLT Solutions revenue exceed \$1B annually; we predominantly provide value-added COTS information technology products on a competitively awarded basis. The remainder of our line is FFP and T&M-based services. As a wholly owned subsidiary of TD-Synnex, DLT is a public company. Additional information about TD-Synnex financials is available at <https://ir.synnex.com/financials/default.aspx>. DLT uses Microsoft Dynamics NAV. Our financial systems are reviewed annually for adequate internal controls since we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track hours, expenses and costs in accordance with applicable procurement regulations. In addition, over the years, DLT Solutions has gone through numerous pre-award government audits and has been deemed to have adequate billing and accounting systems for T&M awards.

2
8

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.

DLT has provided the following sample website link to the page that supports our Omnia Partners – Amazon Web Services award: <https://www.dlt.com/government-it-contracts/us-communities-omnia-aws>. Through this website, Public Agency Customers are able to: • Request a Quote • Contact a Sales Representative • Download the DLT line card On the site dedicated to this Master Agreement award, Customers will also be able to review contract documentation and catalog pricing.

2
9

Describe the Offeror's safety record.

DLT provides a safe, protected office environment for its employees. In the past 9 years DLT has 1 safety incident to report: • A DLT employee operating a trade booth offsite at an industry conference sustained a minor cut to their leg requiring non-emergency stitches. Treatment was provided and the injury was reported through a Worker's Compensation claim.

3
0

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

DLT Solutions is a distributor of commercial-off-the-shelf (COTS) software and hardware, exclusively focused on serving the public sector. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171. DLT's go-to-market expertise is focused on six core technology domains: Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure.

3
1

Current OPN resale rights, specializations

Offerors must identify their current OPN Resale Rights, Specializations, and other relevant expertise they hold for all products and services offered through this RFP. In addition, Offerors should identify and validate any product-enabling and value-added services they offer in support of the listed Oracle technologies.

DLT Solutions' OPN Resale Rights and specializations covers all areas of the Oracle product lines identified in this solicitations scope. We have attached a comprehensive list in the attachments section titled: "DLT Oracle Certifications and Specializations". Additionally, we have provided a Value Add statement to the Response Attachments for review.

3
2

List and describe the Offeror's current number of OPN Resale Rights and Specializations, as well as any other relevant OPN qualifications.

DLT currently has 134 Oracle Certifications and Specializations. We have attached a comprehensive list in the attachments section titled: "DLT Oracle Certifications and Specializations".

3
3

Offeror(s) shall include written and signed confirmation from Oracle's Government Resale Programs Group that they:

- Are Oracle Partner Network (OPN) Platinum member in good standing.
- Are authorized to create a contract with Oracle offerings.
- Have an executed full Use Distribution Agreement.
- Have an executed Public Sector Addendum.
- Have an executed Cloud Services Distribution Addendum.
- Have an executed Public Sector Attachment to the Cloud Services Distribution Addendum.
- Have an executed Support Renewal Schedule.

3
4**Offeror's must list and describe their current OPN Resale Rights, Specializations, and other relevant expertise they hold for all products and services**

offered through this RFP. Additionally, Respondents must include a full copy of all applicable Oracle Terms and Conditions with their response.

DLT Solutions' OPN Resale Rights and specializations covers all areas of the Oracle product lines identified in this solicitations scope. We have attached a comprehensive list in the attachments section titled: "DLT Oracle Certifications and Specializations". We have attached copies of our applicable Oracle Terms and Conditions with this response.

3
5**Offeror's experience**

Describe and validate the Offeror's experience, capacity and depth and breadth of its own professional and managed services in support of Oracle technologies.

Our organization possesses extensive experience and robust capacity in delivering a comprehensive range of professional and managed services to support various Oracle technologies. We have successfully executed projects involving Implementation, Migration, Relocation, and Upgrades, ensuring seamless transitions for our clients. Our Cloud Services enable businesses to leverage scalable and secure cloud environments, enhancing operational efficiency. Additionally, our Managed Services provide ongoing support and maintenance, ensuring optimal performance of critical systems. Our Consulting Services offer strategic insights and solutions, empowering organizations to achieve their technology goals. Furthermore, we excel in Staff Augmentation Services, providing highly skilled professionals to meet evolving demands. Our depth and breadth of services are underscored by a proven track record of delivering high-quality, customized solutions that meet the unique needs of each client.

3
6**Describe Offeror's reputation in the marketplace.**

DLT's evolution as a company and our continued commitment to provide our Customers with the latest technologies and corresponding technical expertise have been recognized in the industry. Please visit <http://www.dlt.com/about/awards> for recognition of DLT's sterling reputation in the marketplace

3
7**Describe Offeror's reputation of products and services in the marketplace.**

DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world, including CrowdStrike, Red Hat, Amazon Web Services, Oracle, Autodesk, Quest Software, Google, NetApp, Netscout, LogRhythm, and Solarwinds among others. With its product portfolio, multiple procurement vehicles and award-winning track record, DLT confidently supports public sector Clients with the technology they need, when they need it. Based on DLT's deep investments to support our manufacturer Partnerships, DLT has earned many of our manufacturers' highest-level Partnerships, and is often a vendor's largest or sole Partner supporting the Public Sector. With these high-level Partnerships, DLT is able to provide our Customers with a superior level of support and, equally important, very competitive pricing, adding value in the form of cost savings throughout the life of the contract.

3
8**Describe the experience and qualifications of key employees.**

DLT's Senior Management team is committed to making the Master Agreement a success, offering solutions that are technically superior and most cost effective. Our executive leadership team is dedicated to providing a great Customer experience measured by Customer satisfaction tools and quality control standards to drive efficiencies and predictability in our processes and operations. Please visit <https://www.dlt.com/about#tab-861-3> for DLT Leadership Team information.

3
9**Describe Offeror's experience working with the government sector.**

DLT Solutions has over 30 years of experience working with the government sector, including a 7 year history with Omnia Partners under the U.S. Communities vehicle selling products from Oracle and Amazon Web Services. DLT is a reliable contractor who can be entrusted with a major contract award.

4
0**Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

We have no past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors to describe or report.

4
1**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.

Reference 1 Entity Name State of Colorado Contact Name and Title Darrel Filmore, Senior Manager City and State Boulder, CO Phone/Email 303-506-7358; darrell.filmore@state.co.us Years Services 2018-present Description of Services The State of Colorado, Governor's Office of Information Technology, migrated to the Checkmarx CxOne platform. Annual Volume Available upon request Reference 2 Entity Name State of New York Contact Name and Title Chris Desain, CISO City and State Albany, NY Phone/Email 518-414-1527; chris.desain@its.ny.gov Years Services 4 years Description of Services Installed, configured, and implemented CrowdStrike Falcon Platform and Falcon Complete. Supporting more than 250,000 endpoints. Annual Volume Available upon request Reference 3 Entity Name University of Oklahoma Contact Name and Title James Cassidy, Security Analyst City and State Norman, OK Phone/Email 405-761-1118; jmcassidy@ou.edu Years Services 2021-present Description of Services OU leverages Devo as their primary tool for log management – 2,000 GB/year. Annual Volume Available upon request Reference 4 Entity Name Fordham University Contact Name and Title Jason Benedict, CISO City and State Bronx, MA Phone/Email 717-817-3750; benedict@fordham.edu Years Services 2015-present Description of Services BitSight SPM, CRQ Annual Volume ~\$50,000 Reference 5 Entity Name California Department of Transportation Contact Name and Title Jason Probst, Procurement Manager City and State Sacramento, CA Phone/Email 916-800-2689; jason.probst@dot.ca.gov Years Services 2001-present Description of Services Infor software provision and services to deploy: asset management, permitting, work management, incident management Annual Volume Available upon request Reference 6 Entity Name Las Vegas Metropolitan Police Department Contact Name and Title Christopher Heaton, Senior IT Architect City and State Las Vegas, NV Phone/Email 702-828-8348; C14413H@LVMPD.com Years Services 2020-present Description of Services LogRhythm SIEM with DetectX and RespondX – 5,000 MPS Annual Volume Available upon request Reference 7 Entity Name State of Utah Contact Name and Title Laura Larsen, Contract Specialist City and State Salt Lake City, UT Phone/Email 800-678-3440; lauralarsen@utah.gov Years Services 2016-present Description of Services Pluralsight SaaS licenses - ~300 licenses Annual Volume Available upon request Reference 8 University of Alabama Cathy Rainey, Director of Financial Affairs Tuscaloosa, AL 205-348-1634; Cathy.Rainey@ua.edu 2015-present Tripwire configuration compliance manager Annual Volume Available upon request Reference 9 GSA IT Schedule 70 Jay Johnson, Contracting Officer Washington, D.C. 202-501-0093; jay.johnson@gsa.gov 19 years Government-Wide Acquisition Vehicle (GWAC) for commercial software products and services ~\$115,000,000 Reference 10 Maryland COTS Gayle Mealy, Chief Procurement Officer Crownsville, MD 410-697-9675; gayle.mealy@maryland.gov 8 years State cooperative contract vehicle for commercial software products and services ~\$115,000,000 Reference 11 NASA Solutions for Enterprise-Wide Procurement (SEWP) V Darlene Coen, Contracting Officer Lanham, MD 301-286-4555; Darlene.e.coen@nasa.gov 5 years Government-Wide Acquisition Vehicle (GWAC) for commercial software products and services ~\$30,000,000 Reference 12 Texas Department of Information Resources (DIR) Mario Gutierrez Austin, TX 512-463-8989; mario.gutierrez@dir.texas.gov 4 years State cooperative contract vehicle for commercial software products and services ~\$115,000,000 Reference 13 Entity Name NASPO ValuePoint Contact Name and Title Solomon Kingston, Contract Analyst City and State Salt Lake City, UT Phone/Email 801-538-3228; skingston@utah.gov Years Services 5 Description of Services Cooperative contract vehicle for commercial software products and services Annual Volume ~\$115,000,000

4
2**Value Add**

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

DLT Solutions' (now part of TD SYNnex Public Sector) extensive network of supplier relationships would provide REGION 4 with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the REGION 4 agreement to our full line of Software Publishers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country. DLT Solutions understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. DLT looks forward to the opportunity to onboard multiple manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains: Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle. Please visit <https://www.dlt.com> for more info.

4 3	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 4	Past Performance An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
4 5	Additional Investigations Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.
4 6	Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. ☒ Yes ☐ No
4 7	Supplier Response Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.
4 8	Brief history and description of Supplier to include experience providing similar products and services. DLT accelerates Public Sector growth for technology companies. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer Partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector Customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171. DLT's go-to-market expertise is focused on six core technology domains; Big Data & Analytics, Cybersecurity, Cloud Computing, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology Partners, Customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and Customer relationships, along with our commitment to unparalleled Customer satisfaction, enabled the company to achieve more than \$1.1 billion in 2019 bookings across more than 30,000 Customer delivery orders. DLT Solutions currently holds 2 OEM-specific contracts (for Oracle and Amazon Web Services products) and 1 general software contract in the Omnia Partners network and is best positioned to offer the most effective contract to Region 4 ESC, offering a robust set of software products and related services using an expansive national network of Partner integrators. Overall, DLT holds more than 50 prime contracts offer COTS software, hardware, and related services to the public sector.
4 9	Total number and location of salespersons employed by Supplier. DLT Solutions operates from a central office in Northern Virginia, near Washington D.C. Our office address is: 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171 DLT has 283 total employees, 207 of whom are dedicated to sales functions.

50	Number and location of support centers (if applicable) and location of corporate office. DLT operates from a central office in Northern Virginia, near Washington D.C. Our office address is: 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
51	Annual sales for the three previous fiscal years. \$1502105744.00
52	Annual sales for the three previous fiscal years. \$1426181411.00
53	Annual sales for the three previous fiscal years. \$1274332243.00
54	Describe any green or environmental initiatives or policies. It is DLT's corporate policy to employ energy conservation at the DLT headquarters in Herndon, VA wherever possible. DLT recognizes the importance of practicing environmentally friendly behaviors to forge the way for a greener tomorrow. The employee led DLT "Go Green Committee" focuses on reducing the company's environmental impact by empowering employees to take part in corporate efforts and educating staff on how they can make an impact in their personal lives as well. The DLT Go Green Committee reduces DLT's carbon footprint by spearheading the following green initiatives: • DLT screens office equipment procurements to ensure that new equipment is EPEAT registered and Energy Star rated. • DLT has switched its paper consumption to paper made from 100% farm-grown eucalyptus trees. Using eucalyptus trees helps to preserve native rain forests and eliminates the need for bleaching or excessive processing. • DLT presented stainless steel water bottles as a holiday gift to all employees as a green alternative to paper cups. • DLT promotes the "Yes We Can" initiative. This two-part initiative encourages employees to collect aluminum can tabs which, in turn, are donated to local charities so they can receive the proceeds. "Yes We Can" also educates employees on the importance of recycling aluminum. • DLT encourages carpooling and helps employees connect with carpool prospects through the corporate Intranet. • DLT educates employees on energy consumption best practices, such as turning off desktop computers and monitors at night. DLT enhances the recycling program that the facility management company promotes by placing additional recycling stations around the office, especially in high-traffic areas. For a complete response regarding our green or environmental initiative policies, please see attached file "DLT Solutions Proposal - Region 4 - Software and Services - Solicitation 24-03".

5
5**Diversity Programs**

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.

DLT Solutions and TD SYNEX Public Sector are committed to providing programs and services to help small-business resellers succeed in this industry. Our Diversity Alliance Program is a community for our diversity partners, system integrators, and vendors that allows each of them to provide technology products for the government while fulfilling government targeted set-aside goals. Reseller partners that participate in our Diversity Supplier Marketplace are well vetted before allowing to participate in the program. Participating resellers must hold a third-party certified socioeconomic status, self-certification is not an option. Participating resellers hold or have access to government wide acquisition contract such as SEWP V or GSA. All members of the marketplace also must practice good cyber-hygiene. Patrons of the Marketplace are provided with robust reporting that helps your customers see how they are tracking against their diverse spend goals. In order to establish and maintain eligibility as a member of the Diversity Alliance Program, a reseller must hold one or more diversity statuses, including but not limited to 8(a), SDB, Woman-Owned, Minority-Owned, HUBZone and SDVOSB. Diversity Marketplace Revenue Commitment: • Premier Status: Must meet a minimum threshold of \$10 million in annual sales or \$4 million in public sector sales with TD SYNEX • Elite Status: Must meet a minimum threshold of \$6 million in annual sales or \$2 million in public sector sales with TD SYNEX • Diverse Status: Must meet a minimum threshold of \$1 million in annual sales or \$500,000 in public sector sales with TD SYNEX Once approved and onboarded to the program, Diversity Alliance members have access to the following tools and benefits: • Exclusive rebates from participating manufacturers; • Improved integration discounts; • Discounted financing tools such as escrow agreements, blind lock box, and extended terms; • Inclusion in the TD SYNEX Public Sector Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources; • Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at TD SYNEX-sponsored events; • Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions; • Discounted fees for contract orders that are classified as new business opportunities; • Priority access to the TD SYNEX Public Sector Business Development Team that can help drive business; • Priority access to RFI/RFQ/RFP Proposal Support – technical, contractual, and logistical.

5
6**Minority Women Business Enterprise**☐ Yes☒ No5
7**If yes, list certifying agency:***No response*5
8**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**☐ Yes☒ No5
9**If yes, list certifying agency:***No response*6
0**Historically Underutilized Business (HUB)**☐ Yes☒ No6
1**If yes, list certifying agency:***No response*

6 2	Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
6 3	If yes, list certifying agency: No response
6 4	Other recognized diversity certificate holder ☐ Yes ☒ No
6 5	If yes, list certifying agency: No response
6 6	Contractor Relationships 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. Abjayan Advanced Digital Systems – Disadvantaged Business Enterprise AEM Corporation APEX IT Apps Associates Aslan Consulting – Women Owned, Disadvantaged Business Enterprise CPI Solutions – Small Business Enterprise Data Intensity DecisivEdge Elire – Small Business Enterprise ESC Partners – Minority Owned Small Business Enterprise Foresee Consulting Highstreet IT Houston Technologies – Women and Minority Owned Small Business Gray Quarter – Small Business Enterprise Innofin Solutions - M9 Solutions – Service Disabled Veteran Owned Small Business, Hawaiian 908A MIPRO Consulting Miro Consulting Optimized Technology Solutions - SBA Certified 8A, Women Owned Small Business Project Partners Red Clay Sierra-Cedar Tharseo IT Trinita Consulting – Women Owned Small Business
6 7	Describe how supplier differentiates itself from its competitors. DLT Solutions accelerates Public Sector growth for technology companies. Since 1991, DLT Solutions (now TD SYNEX Public Sector) has been dedicated to working with the U.S. Public Sector to solve IT challenges including protection against cybersecurity threats, cloud migration, and data center optimization and consolidation. DLT Solutions is a US-based, award-winning provider of government IT and cloud solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT Solutions is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT's go-to-market expertise is focused on six core technology domains; Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology partners, customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and customer relationships, along with our commitment to unparalleled customer satisfaction, enabled the company to achieve more than \$1.4 billion in 2023 bookings across more than 24,000 customer delivery orders. DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world including Amazon Web Services, Autodesk, BitSight, Checkmarx, CrowdStrike, Google, LogRhythm, NetApp, Netscout, Oracle, Red Hat, McAfee, and Quest, among others. With our extended product portfolio, multiple procurement vehicles, and award-winning track record, DLT confidently supports public sector clients with the technology they need, when they need it. Currently, DLT has more than 280 employees at our offices in Herndon, Virginia, including approximately 150 sales representatives. Based on DLT's deep investments to support our manufacturer partnerships, DLT has earned many of our manufacturer's highest level partnerships, and is often a vendor's largest or sole partner supporting the Public Sector. With these high-level partnerships, DLT is able to provide our customers with a superior level of support and, equally important, very competitive pricing, adding value in the form of cost savings throughout the life of the contract. DLT's long term strategy to grow market share and support emerging technologies is rooted in our core business model: to serve as a bridge between government customers and IT manufacturers and service providers. Software publishers choose to work with DLT because our platform of services uniquely focuses on accelerating the growth of business against our government contract vehicles, enabling them to provide their products and services to public sector customers more efficiently at lower costs.

6
8**Litigation, Bankruptcy or reorganization**

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

We have no present or past litigation, bankruptcy or reorganization to describe or report.

6
9**Felony Conviction Notice**

Indicate if the supplier is:

- ☐ publicly held corp. & reporting is not applicable
☒ not owned/operated by who has felony conviction
☐ owned/operated by who has been convicted

7
0***Attribute deleted as part of an Addendum***7
1**Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

DLT Solutions LLC has no debarment or suspension actions taken against it.

7
2**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.

DLT's extensive network of supplier relationships would provide significant additional value during the term of the proposed contract. We look forward to the potential expansion of the agreement to our full line of Software Publishers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country. DLT understands that additional documentation would be needed for any value-add products or services to be considered for official inclusion on the award of this solicitation. DLT looks forward to the opportunity to onboard additional cybersecurity manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains: Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle. For a full listing of our products and services please see: <https://www.dlt.com/government-products>

7
3**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.

DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT's channels program uses a network of more than 1,000 Partners nationwide to provide a broad range of professional, consulting, and managed services.

7
4**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.

Omnia customers may purchase direct from DLT, or through a DLT reseller partner. DLT maintains internal CRM system controls which prevent employees from quoting to customers or partners above the "not to exceed" price for each contract. DLT will also maintain a web page at www.dlt.com which lists all available manufacturers under the contract and the standard discount associated with each manufacturer. Customers will be able to reference this website to determine they are receiving correct contract pricing. At any point in the process, customers can also reach out directly to the DLT Program Management team to verify pricing.

7
5**Logistics**

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

Software licenses (on-premise or cloud) sold under this contract will generally be downloaded or accessed via the internet. No other companies will be involved in handling or shipping software to the end user. As described above, in some cases an onsite Partner may assist with professional or consulting services as required by the end user.

7
6**Logistics**

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

DLT operates out of a central office in Herndon, VA and does not operate any warehouse, distribution, or retail facilities. Any required warehousing would be sourced through the DLT partner network on a case by case basis.

7
7**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.

DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the Master Agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours):

- Notify internal stakeholders and executive leadership of contract award.
- Set up new contract in DLT internal systems: price lists, contract/quote terms, etc.
- Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed.
- Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include:
 - o Review Requirements Matrix and Contract Checklist
 - o Review Contract Roll Out FAQ document
 - o Determine Manufacturer, Customer, and Partner engagement strategy
 - o Establish DLT message for press release and collateral
- Create and release marketing press release identifying the Master Agreement as DLT's primary contractual offering to Public Agencies.
- Update the DLT website with new contract information
- Conduct initial sales-specific training, which includes:
 - o Sales-specific terms and conditions
 - o How to Quote
 - o How to Book
 - o Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement. Within the first 90 days of contract award, the DLT team will work with the Omnia Partners team to develop any additional training that may be required and present that information to the DLT sales organization.

7
8**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

At DLT Solutions, we believe that our high volume, cost-efficient direct marketing format allows us to maintain a pricing advantage over many other product resellers and integrators (see Part I in the Company Information section above for more information about how DLT differentiates itself through marketing). DLT will offer Region 4 and Omnia Partners increased savings through product specials and promotions as well as increased exposure through sales contests targeted at expanding contract awareness. DLT Solutions has a long history of marketing and providing thought leadership to the state, local and education markets through Communities of Interest (see Part I in Company Information section). As an example: for a single OEM in 2018, DLT created 34 integrated campaigns and leveraged nearly 7,000 Customers and contacts to close over 1,800 wins. In addition to the contacts in our enterprise applications database, DLT Solutions also leverages over 65,000 Customers and contacts using to conduct state and local year-end campaigns with the specific goal of helping them spend their remaining IT budgets before the new fiscal year begins. The DLT marketing plan, to be implemented within 90 days of contract award and maintained throughout the life of the contract, includes the following actions:

- Public Relations: Upon award of the contract, DLT Solutions will create and distribute a co-branded press release to all of its media contacts highlighting the addition of the Region 4 ESC contract to its contract portfolio. DLT Solutions will also create and distribute press releases highlighting significant wins that come from the Region 4 ESC contract. Lastly, DLT Solutions will use Region 4 ESC wins to identify unique stories that can be turned into case studies and subsequent press opportunities.
- The announcement, contract details and contact information will be simultaneously published on the DLT homepage, as well as its social media pages (Twitter, LinkedIn, etc.)
- Marketing Materials: DLT will design, publish, and distribute a wide range of co-branded materials
 - o DLT will brand Customer facing and internal line cards with Contracting Office approved nomenclature for distribution
 - o Targeted Account Based Marketing ads will be utilized to increase brand awareness of the contract on all of our social media platforms
 - o Customized booth branding and collateral will be created to ensure that this contract is presented at ANY tradeshow that DLT attends
 - o DLT will update the email signatures of applicable sales reps with the contract logo and Contract Office-approved tagline for the contract
 - o DLT will provide blogs, create case studies and webinars to on a quarterly basis to optimize and enhance contract awareness
 - o Email communication will be positioned to all of our current Customers for contract awareness - fiscal year end-specific campaigns will target Customers with ease of procurement and evangelism of the contract as well
- Region 4 ESC Homepage: Per contract requirements, this page will include:
 - o OMNIA Partners standard logo;
 - o Copy of original Request for Proposal;
 - o Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - o Summary of Products and pricing;
 - o Marketing Materials
 - o Electronic link to OMNIA Partners' website including the online registration page;
 - o A dedicated toll-free number and email address for OMNIA
- Trade Shows: DLT is a longtime attendee of the NIGP Annual Forum, and will continue to attend and participate throughout the life of this contract and beyond. DLT also sends representatives to a wide range of other trade shows throughout the year. Please see attached "DLT Solutions Proposal - Region 4 - Software and Services - Solicitation 24-03" for complete response.

**7
9 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.

DLT will make commercially reasonable efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance in transferring their procurement(s) to the Master Agreement. DLT currently holds the cooperative contracts listed below. The Master Agreement will be co-positioned as DLT's primary cooperative contract offering alongside DLT's other Omnia Master Agreements, as required by the Administration Agreement. • Omnia Partners • NASPO ValuePoint • National Cooperative Purchasing Alliance (NCPA) • Equalis Group • The Interlocal Purchasing System (TIPS) • Maryland COTS • Texas Department of Information Resources (DIR) • Internet2

**8
0 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

**8
1 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

**8
2 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

8
3**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

Executive Support: Eddie Franklin, Senior Vice President Eddie.Franklin@tdsynnex.com (703) 709-7172
 Marketing: Darian Mian, Director Darian.Mian@dlt.com (703) 773-9214 Sales: Kirk Fisher, Vice President Kirk.Fisher@dlt.com (703) 773-8969 Sales Support Erica Gallagher, Senior Manager Erica.Gallagher@dlt.com (703) 773-8982 Financial: Reporting Ryan Gregory, Program Financial Analyst Ryan.Gregory@dlt.com 703-773-9290 Accounts Payable: Mariana Sandulescu, Accounts Payable Manager Mariana.Sandulescu@dlt.com 703-708-9115 Contracts: Chris Kline, Program Manager ProgramManagement@dlt.com 703-773-9233

8
4**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.

The DLT sales force operates out of a central office in Herndon, VA. DLT Solutions' sales teams are aligned by specific technology groups to facilitate optimum account knowledge, Customer service, and effective implementation. Technology domains include Cybersecurity, Cybersecurity, Big Data & Analytics, IT Infrastructure, Application Lifecycle, and Business Applications. Within these technology domains, each sales team is dedicated to a specific manufacturer or manufacturers to ensure that DLT representatives are experts on the set of products they support. Within each sales team, representatives are assigned to specific geographical territories. Within this structure DLT creates dedicated teams specifically for New License, Renewal, and Services. State and local sales experience on the team varies, from 1-20 years. As Vice President of DLT Solutions, Kirk Fisher is the most senior executive in charge of the sales team. Contact information is provided below: Kirk Fisher, Vice President Kirk.Fisher@dlt.com (703) 773-8969

8
5**Implementation**

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

DLT currently holds 3 OMNIA Partners contracts. Our experience has allowed DLT employees to forge strong working relationships with the OMNIA Partners team. The working relationship between DLT and Omnia Partners will ensure a seamless implementation of this agreement. DLT currently conducts regular cadence calls with the OMNIA Partners Director of Partner Development. Upon award of the new Region 4 Agreement, DLT will use these calls to develop a strategy for implementation of the agreement that best aligns with our and OMNIA Partners' goals and expectations. Additionally, DLT will work closely with the OMNIA Partners Regional Managers to align our sales strategies to best optimize the growth of the agreement. This will include regular cadence calls with the Regional Managers to discuss current opportunities, as well as potential growth areas and how to best capitalize on them. Additionally, upon award of the Master Agreement, DLT Solutions will work closely with Omnia Partners to collaborate on coordinated sales outreach, including: • Targeted Cold Calling • Attendance and Participation in Omnia Partners Regional Summits • Omnia, NIGP, Educause, and other Industry Conferences (see above) • Sales Training of Partner Network • Sales Training of DLT sales force • Targeted marketing email campaigns • DLT Coaching Series: monthly sessions that educate vendors and partners on contract availability, how to use the agreement, customer benefits, available resources, and go to market strategy.

8
6**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.

As a current holder of several Omnia Partners contracts, DLT is well versed in managing national program efforts. DLT has on-going cadence calls with the Omnia Partners Director of Partner Development ensuring optimal management of the program throughout the term of the Master Agreement. DLT management, sales, and marketing currently engages regularly with the Omnia Partners marketing team to formulate numerous campaign strategies. These strategies include, but are not limited to, general marketing campaigns, case studies, and joint campaigns to drive attendance/awareness to DLT specific events, Omnia specific events, and national events where Omnia and DLT have a presence. DLT's experience as an Omnia Partners contract holder ensures new Participating Public Agency accounts will be established in a timely manner; the DLT Contract Administrator has nearly five years of experience working together with Public Agencies seeking to register for the Omnia Partners program and establishing themselves as a new Participating Public Agency. In addition to the implementation, sales, and marketing activities previously described in this response, DLT's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.

- Sales • Meet with awarded Software Publishers to design and execute on a tailored SLED strategy • Engage with current prospects and funnel existing sales pipeline towards the Master Agreement • Work to strengthen depth and breadth of initial award: liaise with additional Software Publishers in DLT's network to add eligible providers to the Master Agreement Contracts/Programs • Establish reporting and fee remittance workflow in DLT systems • Setup contract profile and pricelists in DLT systems • Work with DLT marketing team to develop and launch dedicated webpage off corporate website. • Create training curriculum and present materials to sales team, Publishers, and/or Partners.

8
7**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.

DLT's direct sales to State, Local, and Education entities for 2023 total \$465,623,169. This total does not reflect sales to public sector entities that were sold via distribution to a partner reseller. 1. Rochester (NY) City School District a. 2023 Sales: \$12,737,454 b. Contact: Tim Schmandt; Timothy.Schmandt@RCSDK12.org 2. Illinois Department of Human Services a. 2023 Sales: \$10,292,584 b. Contact: Jennifer Waldinger; jennifer.c.waldinger@illinois.gov 3. City of Chicago (IL) a. 2023 Sales: \$9,691,916 b. Contact: Gary Bell; gary.bell@cityofchicago.org 4. Los Angeles County, CA a. 2023 Sales: \$6,805,246 b. Contact: Gary You; GYiu@isd.lacounty.gov 5. State of Illinois a. 2023 Sales: \$6,331,363 b. Contact: Dante Watson; Dante.Watson@Illinois.gov 6. State of Louisiana a. 2023 Sales: \$5,373,575 b. Contact: Carryn Sollie; caryn.sollie@la.gov 7. King County, Washington a. 2023 Sales: \$4,655,468 b. Contact: Nicole Vitelli; nvitelli@kingcounty.gov 8. Ohio State University a. 2023 Sales: \$4,309,766 b. Contact: Danny Williams; williams.1422@osu.edu 9. Florida Department of Transportation a. 2023 Sales: \$4,190,350 b. Contact: Jacqueline Ojala; jackie.ojala@dot.state.fl.us 10. University of Chicago a. 2023 Sales: \$4,112,610 b. Contact: Elizabeth Wilson; epwilson@uchicago.edu

8
8**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.

DLT has developed highly integrated internal systems (SMaRT, C3, FAMis, & ERT) to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing. type of file or document, price quotes, purchase orders, credit applications, and proof-of-government documents, among others. ePacket is able to distinguish, search, and filter correspondence based on a particular Customer, quote, order, or employee, as well as based on date/time and type of correspondence. In combination with detailed records and notes stored in SMaRT, it is possible to track the transaction lifecycle from start to finish. Please see the attached DLT Solutions Proposal - Region 4 - Software and Services - Solicitation 24-03" for a complete response.

8
9**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.

 \$19
0**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.

 \$19
1**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.

 \$19
2***Attribute deleted as part of an Addendum***9
3**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.

☒ I certify compliance with this attribute.

9
4**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.

☒ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

9
5**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.

9
6**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
7**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.

100

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.

101

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.

102

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.

103

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.

104

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.

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

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.

107

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.

108

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.

109

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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0**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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1**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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2**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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3**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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4**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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5**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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6**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.

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.

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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9**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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0**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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1**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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8**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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9**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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0**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.

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.

June 13, 2024

REGION 4 EDUCATION SERVICE CENTER (ESC) Oracle Products and Services

Response to Solicitation Number 24-02

PRESENTED BY TD SYNnex PUBLIC SECTOR



This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

TD SYNnex Public Sector / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / www.dlt.com

TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code oSoH9 / GSA IT Schedule 70 GS-35F-267DA

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June 13, 2024

Region 4 ESC
7145 West Tidwell Rd.
Houston, TX 77092

Re: Solicitation 24-02 – Oracle Products and Services

DLT Solutions (now part of TD SYNEX Public Sector) is proud to offer this proposal to Region 4 Education Service Center ("Customer"). Exclusively focused on the public sector, DLT Solutions has been selling information technology solutions to the government since 1991 and has been a member of the Omnia Partners network since 2015, selling Oracle, AWS, and general software products to Participating Public Agencies. We are excited for the opportunity to expand our offerings through the Software Solutions and Services solicitation.

As the premier public sector aggregator backed by the resources of the world's largest broadline IT distributor (TD-SYNEX), DLT Solutions is confident that our unique capabilities and proven past performance represents the product mix and relevant experience necessary to fulfill the current and future needs of Region 4 Education Service Center.

DLT's primary point of contact for clarifications or negotiations is Chris Kline. To be contacted by phone at (703) 773-9233 or via email at Chris.Kline@dlt.com

This offer is valid for 120 days, until October 11, 2024.

We look forward to your analysis of our proposal and to speaking with you further regarding your Oracle Products and Services needs.

Sincerely,

Steve Wells
Vice President
Program Management

1. Offer and Contract Signature Form

As required by the solicitation, DLT has uploaded the completed Offer and Contract Signature Form to region4esc.ionwave.net. Please note that DLT's agreement to these terms is contingent upon negotiation and resolution of all exceptions identified in Appendix B (also uploaded to region4esc.ionwave.net).

2. Products and Pricing

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

DLT has provided pricing based on a discount-from-MSRP and uploaded the file labeled "DLT Solutions Pricing_Oracle_Products_and_Services_Solicitation 24-02_June-13-2024."

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

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

DLT has provided pricing based on a discount-from-MSRP and uploaded the file labeled "DLT Solutions Pricing_Oracle_Products_and_Services_Solicitation 24-02_June-13-2024."

iii. Is pricing available for all products and services?

DLT has provided pricing based on a discount-from-MSRP and uploaded the file "DLT Solutions Pricing_Oracle_Products_and_Services_Solicitation 24-02_June-13-2024."

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

Software licenses (on-premises or cloud) sold under this contract will generally be downloaded or accessed via the internet free of shipping charges.

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

DLT will provide a warranty for all products and services in accordance with each manufacturer's standard commercial warranty.

vi. Describe any return and restocking fees.

Any return or restocking fees charged to the Customer will be in accordance with each Manufacturer's standard commercial terms. Please refer to the manufacturer terms and conditions included with this offer.

vii. Describe Customer fulfillment process.

DLT Solutions' fulfillment process begins with an initial DLT quote, either direct to a Public Agency customer or a partner reseller (for eventual quote to Public Agency customer). When customer funds are appropriated/allocated, the customer issues a PO under the terms and conditions of the Omnia contract and referencing the DLT or partner quote number. When DLT receives the order (either from the Public Agency or partner reseller), DLT places a corresponding order with the relevant Original Equipment Manufacturer (OEM). When the order is accepted by the OEM, the product is made available to the Public Agency customer.

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

Additional discounts may be available to the Customer at the order level due to high volume or other factors. The exact amount of the additional discount will be negotiated with the Customer at the time of order.

ix. Describe how Customers verify they are receiving Contract pricing.

DLT will maintain a web page at www.dlt.com which lists all available manufacturers under the contract and the standard discount associated with each manufacturer. Customers will be able to reference this website to determine they are receiving correct Contract pricing.

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

DLT's invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions. DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing. Please see DLT's response to Part M. of the Marketing and Sales section above for additional information about the invoice process.

DLT accepts the following forms of payment:

- Check
- Government Purchase Card
- ACH/Wire Transfer

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

Except in rare circumstances (mergers, major channel reorganization, etc.), DLT does not anticipate any changes to the pricing discount structure during the course of the contract. The discount structure proposed at the time of bid would remain static even as different individual products may be added or deleted from a price list.

DLT updates the available products on its price lists when the manufacturer updates the price list. Generally speaking, this is a monthly occurrence, but may occur more or less frequently depending on the manufacturer. In all cases DLT keeps its price lists current with the price list offered by each manufacturer in near real-time (~1-5 business day delay for communication and processing).

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

For new products introduced by manufacturers already on contract, DLT will meet or exceed the existing discount-from-MSRP offered to Region 4 and Omnia Customers. For new manufacturers added to contract post-award, DLT will offer a competitive discount that aligns with the requirements of Region 4 and the Omnia Partner Agreement.

xiii. Provide any additional information relevant to this section.

N/A

3. Performance Capability

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

See below for DLT's response to Section 3.0 - Supplier Response of Appendix D, Exhibit A. Please note that DLT has taken specific exceptions to the terms of this response.

3.1. Response to Exhibit A - Response for National Cooperative Contract

1. Company

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

DLT Solutions is a distributor of commercial-off-the-shelf (COTS) software and hardware, exclusively focused on serving the public sector. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171.

DLT's go-to-market expertise is focused on six core technology domains: Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure. These domains are strategically crafted around how our technology partners, customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and customer relationships, along with our commitment to unparalleled customer satisfaction, enabled the company to achieve more than \$1.3 billion in 2023 bookings across more than 27,000 customer delivery orders.

Based on DLT's deep investments to support our manufacturer partnerships, DLT has earned many of our manufacturer's highest partnership level and is often a vendor's largest or sole partner supporting the Public Sector. Through these high-level partnerships, DLT provides our customers with a superior level of support and, equally important, highly competitive pricing, adding value in the form of cost savings.

In November 2019, DLT Solutions became a wholly owned subsidiary of Tech Data. Tech Data was founded in 1974. The company is ranked No. 88 on the Fortune 500 and has been named one of Fortune's World's Most Admired Companies for 10 straight years. In September 2021, Tech Data merged with SYNEX Corporation to become TD-SYNEX, creating the largest global IT distributor with a combined \$59.8B in revenue. Together, DLT and TD-SYNEX, as TD SYNEX Public Sector, offer the scale of a value-added global distributor coupled with the niche expertise of the longest serving, premier public sector aggregator. We have more than 75 years of combined dedication and service to the U.S. public sector in the federal government, state and local governments as well as education (SLED), healthcare and utility markets.

TD-SYNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is

accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

As the holder of three current Omnia Partners contract awards and more than 60 total contract vehicles across the public sector, DLT Solutions is confident that our unique capabilities and proven past performance represents the product mix and relevant experience necessary to fulfill the current and future needs of Cobb County and Omnia Partners. This bid response will show that DLT is an experienced government contractor with broad solution and services capabilities and proven systems and processes that meet our customers' technology refresh, administrative handling, fee transfers, and reporting requirements.

B. Total number and location of sales persons employed by Supplier.

DLT Solutions operates from a central office in Northern Virginia, near Washington D.C. Our office address is:

2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

DLT has 283 total employees, 207 of whom are dedicated to sales functions.

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

DLT operates from a central office in Northern Virginia, near Washington D.C. Our office address is:

2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

D. Annual sales for the three previous fiscal years.

Fiscal Year	Annual Revenue (\$000's)

a. Submit FEIN and Dun & Bradstreet report.

DLT Solutions' FEIN is 54-1599882. DLT has uploaded file "DLT Solutions_D&B Report" to the submission portal.

E. Describe any green or environmental initiatives or policies.

It is DLT's corporate policy to employ energy conservation at the DLT headquarters in Herndon, VA wherever possible. DLT recognizes the importance of practicing environmentally friendly behaviors to forge the way for a greener tomorrow. The employee led DLT "Go Green Committee" focuses on reducing the company's environmental impact by empowering employees to take part in corporate efforts and educating staff on how they can make an impact in their personal lives as well.

The DLT Go Green Committee reduces DLT's carbon footprint by spearheading the following green initiatives:

- DLT screens office equipment procurements to ensure that new equipment is EPEAT registered and

Energy Star rated.

- DLT has switched its paper consumption to paper made from 100% farm-grown eucalyptus trees. Using eucalyptus trees helps to preserve native rain forests and eliminates the need for bleaching or excessive processing.
- DLT presented stainless steel water bottles as a holiday gift to all employees as a green alternative to paper cups.
- DLT promotes the “Yes We Can” initiative. This two-part initiative encourages employees to collect aluminum can tabs which, in turn, are donated to local charities so they can receive the proceeds. “Yes We Can” also educates employees on the importance of recycling aluminum.
- DLT encourages carpooling and helps employees connect with carpool prospects through the corporate Intranet.
- DLT educates employees on energy consumption best practices, such as turning off desktop computers and monitors at night.

DLT enhances the recycling program that the facility management company promotes by placing additional recycling stations around the office, especially in high-traffic areas.

DLT also educates Customers on green products through webcasts and demonstrations at tradeshow. For example, DLT’s OEM Partner Autodesk offers the cloud-based energy analysis software “Green Building Studio,” which DLT engineers demonstrate at trade shows. Green Building Studio enables architects and designers to perform whole-building and data center analysis, optimize energy consumption and work toward carbon-neutral facility designs early in the design process. This software helps teams achieve sustainable building designs faster and more accurately using built-in energy and carbon analysis tools.

DLT’s parent company, TD-SYNNEX, has a vision for a vibrant, interconnected world with a focus on protecting the environment. The company is committed to lowering its global carbon footprint, setting targets for emission reductions, increasing its sustainability initiatives, and supporting its customers and vendors.

The company has committed to the Science-based Target initiative Business Ambition Pledge, and as part of this, plans to achieve net-zero greenhouse gas emissions in its global operations by 2045. Additional commitments include continuing to incorporate circular economy principles into TD-SYNNEX’s product life cycle management strategy by partnering with stakeholders to minimize waste through repair, refurbishment and recycling. And leadership will deploy environmental management systems and pursue international standards like ISO 9001 and ISO 14001 to minimize its environmental impact. TD-SYNNEX also reports its environmental sustainability performance through CDP.

As part of its commitment to meeting these goals, the company also announced in March 2022 that Manuel Aguirre has joined the company as Global Sustainability Manager, based in Europe. Aguirre brings more than 20 years of experience in sustainability and in corporate responsibility, working both in-house and as a consultant across that region.

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

DLT and TD SYNEX Public Sector are committed to providing programs and services to help small-business resellers succeed in this industry. Our Diversity Alliance Program is a community for our diversity partners, system integrators, and vendors that allows each of them to provide technology products for the government while fulfilling government targeted set-aside goals. Reseller partners that participate in our Diversity Supplier Marketplace are well vetted before allowing to participate in the program. Participating resellers must hold a third-party certified socioeconomic status, self-certification is not an option. Participating resellers hold or have access to government wide acquisition contract such as SEWP V or GSA. All members of the marketplace also must practice good cyber-hygiene. Patrons of the Marketplace are provided with robust reporting that helps your customers see how they are tracking against their diverse spend goals.

In order to establish and maintain eligibility as a member of the Diversity Alliance Program, a reseller must hold one or more diversity statuses, including but not limited to 8(a), SDB, Woman-Owned, Minority-Owned, HUBZone and SDVOSB.

Diversity Marketplace Revenue Commitment:

- Premier Status: Must meet a minimum threshold of \$10 million in annual sales or \$4 million in public sector sales with TD SYNEX
- Elite Status: Must meet a minimum threshold of \$6 million in annual sales or \$2 million in public sector sales with TD SYNEX
- Diverse Status: Must meet a minimum threshold of \$1 million in annual sales or \$500,000 in public sector sales with TD SYNEX

Once approved and onboarded to the program, Diversity Alliance members have access to the following tools and benefits:

- Exclusive rebates from participating manufacturers;
- Improved integration discounts;
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms;
- Inclusion in the TD SYNEX Public Sector Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources;
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at DLT/TD SYNEX-sponsored events;
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions;
- Discounted fees for contract orders that are classified as new business opportunities;
- Priority access to the TD SYNEX Public Sector Business Development Team that can help drive business;
- Priority access to RFI/RFQ/RFP Proposal Support – technical, contractual, and logistical.

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

DLT is a large business and does not hold any diversity certifications. DLT works with a large network of more than 1,000 reseller partners, many of whom do hold these types of certifications.

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

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

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

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

DLT Solutions is a Value Added Distributor of commercial items (including hardware, software licenses, maintenances, and other related services). DLT enters into long-term resell/distribution agreements with leading Original Equipment Manufacturers and the network of more than 1,000 partners who provide supporting/related services to those products. Many of these partners qualify for small business and other set-aside standards. DLT's ability to subcontract to a small business, minority-owned business, or other set-aside entity is driven by the government customer's purchasing decision and overall IT requirements. See below for a short, incomplete list of DLT's subcontractor partners who meet set-aside standards. Any partner's inclusion on this list does not represent a guarantee that they will be used for providing services under the Omnia contract. All referenced certifications are authorized by the U.S. Small Business Administration.

Minority Business Enterprise

- eVerge Group, LLC
- Gaea Global Technologies, Inc.
- GNC Consulting, Inc.

Minority and Women Owned Business Enterprise

- Bourntec Solutions, LLC

Small Business

- Hamilton Technologies

Small Disadvantaged Business

- Enterprise Integration, Inc.

Historically Underutilized Business

- Kinney Group, Inc.

Women-Owned Small Business

- Applied Engineering Management Corp
- Empower Solutions, LLC

Please refer to the Distribution, Logistics section of this response for additional information regarding the DLT partner and subcontractor network.

I. Describe how supplier differentiates itself from its competitors.

DLT Solutions accelerates Public Sector growth for technology companies. Since 1991, DLT Solutions (now TD SYNEX Public Sector) has been dedicated to working with the U.S. Public Sector to solve IT challenges including protection against cybersecurity threats, cloud migration, and data center optimization and consolidation. DLT Solutions is a US-based, award-winning provider of government IT and cloud solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT Solutions is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers.

DLT's go-to-market expertise is focused on six core technology domains; Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology partners, customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and customer relationships, along with our commitment to unparalleled customer satisfaction, enabled the company to achieve more than \$1.3 billion in 2023 bookings across more than 24,000 customer delivery orders.

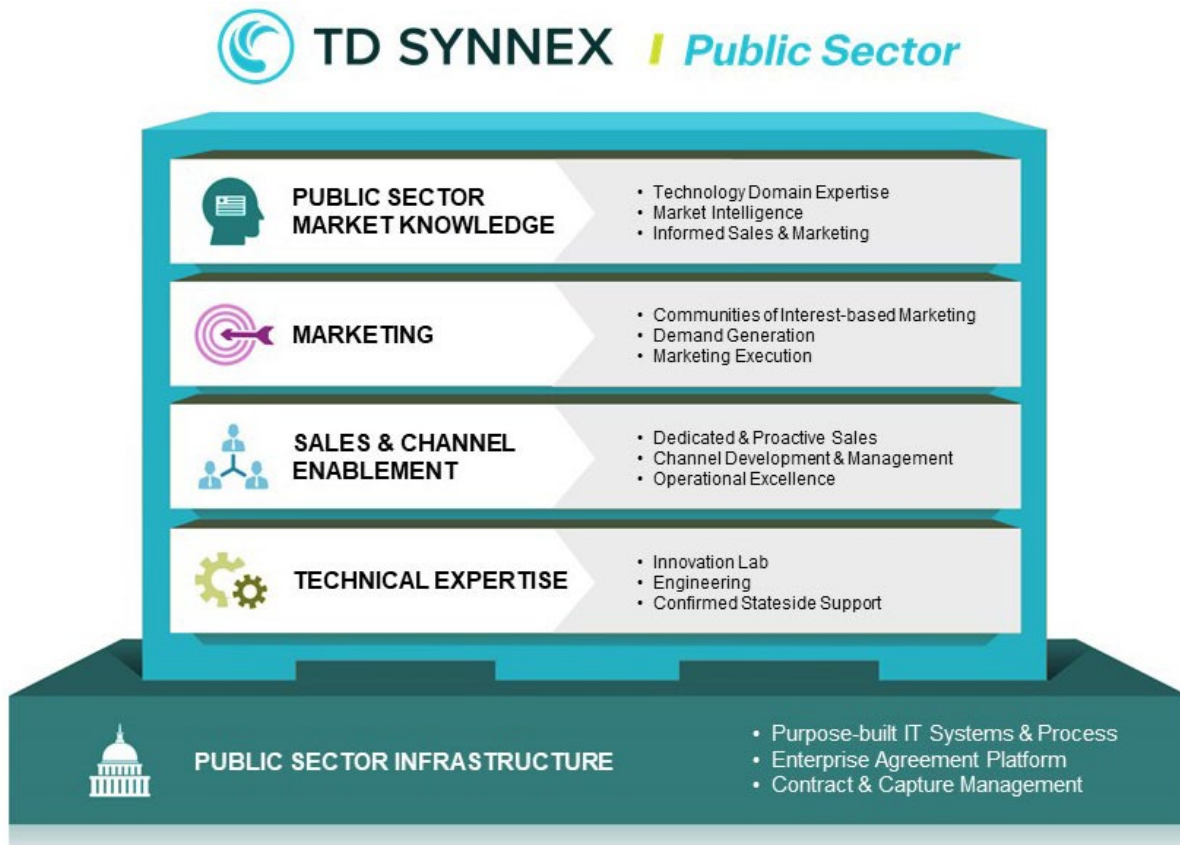
DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world including Amazon Web Services, Autodesk, BitSight, Checkmarx, CrowdStrike, Google, LogRhythm, NetApp, NetScout, Oracle, Red Hat, McAfee, and Quest, among others. With our extended product portfolio, multiple procurement vehicles, and award-winning track record, DLT confidently supports public sector clients with the technology they need, when they need it.

Currently, DLT has more than 280 employees at our offices in Herndon, Virginia, including approximately 150 sales representatives.

Based on DLT's deep investments to support our manufacturer partnerships, DLT has earned many of our manufacturer's highest level partnerships and is often a vendor's largest or sole partner supporting the Public Sector. With these high-level partnerships, DLT can provide our customers with a superior level of support and, equally important, very competitive pricing, adding value in the form of cost savings throughout the life of the

contract.

DLT's long term strategy to grow market share and support emerging technologies is rooted in our core business model: to serve as a bridge between government customers and IT manufacturers and service providers. Software publishers choose to work with DLT because our platform of services uniquely focuses on accelerating the growth of business against our government contract vehicles, enabling them to provide their products and services to public sector customers more efficiently at lower costs. The value-add services described below reflect the essential pillars of the DLT business model.



Public Sector Market Knowledge

DLT Solutions provides access to resources focused on identifying targeted sales opportunities for our Clients and Partners. Our Domain Expertise and Market Executives connect demand creators with key influencers and decision makers within funded government programs aligned to specific technology domains. We've built out comprehensive technology frameworks and use case sales methodologies around our deep understanding of our government Customers' network architectures, unlike other Distributors or Value-Added Resellers who sell around features and benefits. The bottom line is that DLT Solutions enables our Client and Partner demand creators with a mission-oriented sales approach.

CTO Office

DLT Solutions delivers Public Sector Market Knowledge by providing OEM Clients and their channel Partners access to personnel and assets focused on identifying targeted sales opportunities. The DLT Solutions Office of the CTO (OCTO) members are subject matter experts in either the Information Technology Industry or specific

Public Sector Strategic Markets whose primary mission is the collection and dissemination of market knowledge. DLT Solutions' OCTO is designed to support the Partner ecosystem and delivers market intelligence, assets, and training that further enables Partners with the development of their market strategies and with identifying and closing government business. DLT Solutions currently has a Chief Technology Officer, Chief Cyber Strategist and a Chief Data Scientist on staff working to identify and contribute to:

- Thought Leadership, Government Requirements, Portfolio Synergy & Alignment and Customer Engagement
- Customer Knowledge & Relationships – Mission, Budget, Initiatives, Programs, System Integrators, Trends and People
- Funded Program Alignment. Targeted Opportunity Identification, Enterprise Agreement Development & Expertise
- Informed Sales & Marketing
- Use case & product function messaging, Government & Industry Affiliations

Marketing

DLT Solutions' Marketing programs generate demand and increase brand awareness for our Clients and Partners among government Customers. We take DLT's deep public sector knowledge and combine that with a large, growing public sector prospect database and marketing automation to deliver advanced digital marketing strategies driving higher quality, deeply engaged contacts that are sales ready.

DLT Solutions' Marketing team is strategically organized around the following core competencies:

- Communities of Interest-based Marketing
- Measurable demand generation
- Scalable channel marketing practices

DLT Solutions will utilize these marketing strategies described below in conjunction with the channel to increase the amount of leads generated and penetrate valuable public sector customer space.

Communities of Interest

DLT Solutions' proprietary "Community of Interest" (COIN) scoring system programmatically aligns public sector contacts to a technology domain of interest. This system factors in several criteria, including demographic and firmographic details, past-campaign engagement, web browsing, and past-purchase history as tracked within DLT Solutions' proprietary CRM system. Communities of Interest-Based Marketing combines brand development, thought leadership, and persona-based content into highly effective marketing strategies – informed by business intelligence tools that drive effective execution.

Demand Generation

Supported by a public-sector focused marketing prospect database with over 700,000 contacts, DLT Solutions delivers demand generation through marketing plans customized to each Client. A named Campaign Manager works with sales and operations teams to create and drive programmatic marketing that nurtures qualified target prospects in key market sectors with campaigns that are replicated through channel Partners. DLT Solutions generates demand through multiple avenues.

Content Creation

DLT Solutions has internal resources with specialized market knowledge of key buying communities in the public sector, as well as technology domains. These in-house experts are tasked with the creation of custom content that drives thought leadership in the market and Customer interest for Clients and Partners.

DLT has also created thousands of high value brand assets and custom content pieces including whitepapers, blog posts, articles, and eBooks– featuring products, services, and solutions most highly sought by public sector contacts. We organize this content within community-of-interest “hubs” where Customers can access information they self-select based on their interests.

The first of these hubs (GovDesignHub.com) was launched in April of 2018 and hosts content specifically curated for the Digital Design Community. DLT Solutions also hosts <https://govcyberhub.com/> and <https://govdevsecopshub.com/> to support the cybersecurity and development communities.

Event Coordination

For our event presence, we ensure speaking opportunities and the highest sponsorship level available to penetrate the market and create more exposure for our clients. DLT Solutions’ new booth structure enables the inclusion of multiple channel Partners and their branding. DLT Solutions will also leverage our industry organization memberships in the SLED community to provide broader access for content to government end users. For our events, DLT Solutions would pair a DLT Solutions sales representative and engineer with Client representation to go to as many local agency tech days offered in the area and push for in person demos through email/call campaigns.

Sales & Channel Enablement

DLT Solutions’ dedicated Account Management teams function as an extension of our Clients’ Sales teams and increase the productivity of Public Sector Channel programs. We align to each Client’s go-to-market strategy, providing value to demand creators - whether that is a direct sales force, a network of channel Partners, or more commonly some combination of both.

Doing business in the public sector requires specialized knowledge, process, fluency, and Channel Programs unique to this marketplace. There is a myriad of methods to bring your product to market – DLT Solutions’ sales and channel management professionals are prepared and ready to support the full breadth of possible business opportunity.

Technical Expertise

DLT Solutions’ Engineering staff provides our Clients and Partners with the ability to commit to the public sector customer’s entire IT lifecycle for a complete solution sale. Unlike other Distributors and Value-Added Resellers, who may only want to play a fulfillment role, DLT Solutions is invested in our Partners’ and clients’ technology to ensure adoption, success and satisfaction at the customer level.

DLT Service Center

The DLT Solutions Service Center, established in 2005, is an unrivaled Customer advantage that delivers Confirmed Stateside Support (“CSS”) - U.S.-citizen, U.S.-soil, ITAR compliant technical support, 24x7x365. A public sector-focused, certified technical support engineer will always answer your call live within ten seconds.

The TD SYNEX Service Center provides industry leading managed services and technical support, as evidenced by a 98.2 percent closure rate without escalation, and an annual average Customer satisfaction rating of 9.8 (based on a 10-point scale.)

DLT Solutions' certified engineers are deeply rooted in the above technologies and are able to solve your most complex technical issues. As our current Customers (over 300+ public sector Customers) can attest, our technical engineers are not only experts in the aforementioned technologies but also have real world consulting experience in architecting and implementing solutions. Utilizing cutting edge technologies and systems, a technical account engineer will support you and your environment to personally ensure continuity and consistency. Our dedication to solving your challenges results in a significant reduction in incident resolution duration and overall increase in efficiencies for your agency.

The DLT Solutions Service Center's accredited engineering professionals provide the following:

- Support calls answered by a live person
- Customized Service Levels (for example, 24x7 support or 8x5 support)
- Single 1-888 number for all services and product-impact alerts
- Pre-support assessment
- Monitoring of all service activity
- Specialized reporting and analysis
- Discounted pricing for training and consulting services

DLT Managed Services

The DLT Solutions Managed Services offering comprises the proven DLT Solutions management methodology and suite of tools, coupled with DLT Solutions vendor-certified engineering oversight, allowing users the ability to have DLT Solutions monitor, manage, and provision their environments to meet their requirements via a safe, secure and methodical means.

Built on vendor Partners' proven framework, our cloud platform offerings allow your customers to rapidly procure IT services, scale up or down as needed and release when finished, resulting in the perfect mix of cost savings, improved service deliverability, and increased productivity for your agency. DLT Solutions Managed Services supports the entire life cycle of services. From design and implementation to management and support, we offer a unique "train-mentor-deliver" approach that guarantees rapid Customer adoption and maximum self-efficiency. DLT Solutions Managed Services also provides our customers with ongoing managed services including support, monitoring and maintenance to ensure continuity and consistency within your cloud environment.

TD SYNEX's Public Sector Infrastructure is further differentiated with our Enterprise Agreement Platform that leverages our expertise in strategic sourcing and Government mandates to help our Clients and Partners win and maximize the effectiveness of high-value Enterprise Agreements.

Enterprise Agreement Management Solution (EAP)

The EAP converges the power of a vendor-certified team, a comprehensive Program Lifecycle Management (PLM) methodology, and the industry-leading DLT Solutions Marketplace (Portal), to maximize the value of enterprise agreements (IDIQs, ELAs, BPAs). Our unique approach, concierge-level service and marketplace capabilities empower Customers to make informed investment decisions, improve operational efficiencies and identify opportunities to reduce costs.

Program Lifecycle Management (PLM)

PLM consists of five phases: Initiate, Plan, Execute & Manage, Monitor Performance, and Analyze & Improve. These phases rapidly propel an enterprise agreement from contract award to steady-state operations. On day one, the DLT Solutions team is ready to transact business. DLT Solutions Program Managers employ a ready-made program management package to effectively plan and manage communication, schedule, deliverables and risk. Continuous improvement is a hallmark of PLM. Regular checkpoints collect performance data for analysis by the team to identify operational improvement opportunities and additional value to the Customer.

Program Inventory Management / Marketplace Capability

The DLT Solutions Enterprise Agreement Platform converges the power of the DLT Solutions Marketplace with a vendor-certified team and a comprehensive Program Lifecycle Management (PLM) methodology. Our unique approach, concierge-level service, and Customer Portal capabilities offer a comprehensive Enterprise Agreement (EA) management solution, which empowers Customers to make informed investment decisions, improve operational efficiencies and identify opportunities to reduce costs.

This Customer solution is an innovative, customizable tool designed to give our Customers instant visibility and accessibility into activities relating to procurement operations under EAs. Through a secure, web-based Marketplace, users can track and review purchase history, access product information, submit new purchase requests, and more. Features include:

- **Secure, On-Demand Access:** Securely access the DLT Solutions Marketplace anytime, anywhere, from any internet-enabled device. Marketplace access is granted based on an account request/approval process, allowing Customers to manage their own users.
- **Simplified Purchase Requests:** Search the DLT Solutions product catalog and submit purchase and renewal requests directly through the Marketplace. Locate products by DLT Solutions part number, manufacturer part number, product description, and price per unit.
- **Comprehensive Reporting:** Gain valuable insight into your recent procurements, including order and invoice tracking, with two reporting options: All Purchases and All Purchases by Vendor. See your purchase history and monitor trends by setting customized periods.
- **Approval Process Workflow:** Support multi-level workflow processes for validating or approving product requests based on the requirements of the agreement. License and subscription caps, or thresholds, can be established in the Marketplace – providing agency leaders the ability to monitor and throttle license consumption.

Acquisition Expertise – EAP applies expert knowledge of the IT acquisition lifecycle and strategic sourcing initiatives to help our Clients and Partner position and close high value Enterprise agreement

Sales Enablement – EAP leverages the DLT Solutions marketplace to capture and analyze sales data to facilitate up-sell, cross sell and drive business growth opportunities for our Clients and Partner community

Operational Excellence – EAP employs a vendor-certified sales team, program manager and proven program management methodology to ensure the success of Enterprise Agreements

We offer a Comprehensive EAP portal for Customers to access all the relevant information and data regarding their agreement.

The DLT Solutions Marketplace currently supports over \$1B in Federal Civilian (NASA, DOE, and SSA and others) and DoD Enterprise Agreement Programs. The Department of Navy leverages the power of the Marketplace's customizable workflows to track license acquisition, stakeholder approval, and contract utilization across the agency down to individual organizations and programs. The Marketplace provides a comprehensive license inventory management system that provides a system of record for the entire agency. With an on-demand, accurate record and tracking system in place, the agency experiences a painless certification process at the end of the contract's period of performance.

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

Neither the Company nor its Officers or Directors have been subject to any material litigation or investigations related to its performance under any government contract.

K. Felony Conviction Notice: Indicate if the supplier

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

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

L. Describe any debarment or suspension actions taken against supplier

DLT has never been involved in any debarment or suspension action.

2. Distribution, Logistics

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

DLT's current offer includes the following line of Software, Hardware, and Services from Oracle:

- **Oracle PaaS and IaaS Cloud**
 - Oracle Cloud Platform as a Service and Infrastructure as a Service Public Cloud Global Price List
- **Oracle SaaS Cloud**
 - Oracle Fusion Cloud Service Global Price List
 - Oracle Marketing Cloud Global Price List
 - Oracle RightNow (Service Cloud) Global Price List (Renewals Only)
 - Oracle Taleo Cloud Service Global Price List (Renewals Only)
- **Technology Price Lists**
 - Oracle Technology Global Price List
 - Java SE Universal Subscription Global Price List:
 - Oracle Java SE Subscription
 - Oracle Java SE Desktop Subscription
 - Oracle Java SE Universal Subscription only

- MySQL Global Price List (Subscriptions Only)
- **Applications Price Lists**
 - E-Business Suite Applications Component Global Price List
 - PeopleSoft Component Global Price List
 - Business Intelligence Applications Component Global Price List
 - JD Edwards Component Price List
 - Page 2 of 4 released by S. Duncan
- **Systems Hardware and Software**
 - Systems Hardware and Software Global Price List
 - Engineered Systems Price List
- **Solaris**
 - Solaris Premier Subscription for Non-Oracle HW Price List

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

DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT's channels program uses a network of more than 1,000 Partners nationwide to provide a broad range of professional, consulting, and managed services. DLT has provided a small sample of those Partners in the table below:

	Optiv Security, Inc. 1144 15th Street, Suite 2900 Denver, CO 80202 Founded in 2015, Optiv is as a security solutions integrator that delivers end-to-end cybersecurity services globally. If a chain is only as strong as its weakest link, the same maxim applies to your security system: Optiv enables clients to reduce risk by taking a strategic approach to cybersecurity. Align your security program to achieve specific business outcomes with our full suite of service capabilities, from strategy to technology—and everything in between. Optiv's experts bring 150 years of collective cybersecurity experience to every engagement - aptly balancing, applying and integrating D&R solutions to complement the individuality of each organization and supercharge it. They work with customers to engineer a tailored, holistic and future-built cyber protection and response program. <u>STRENGTHS</u> • <i>Application Security</i> • <i>Data Protection</i> • <i>Risk & Privacy</i> • <i>Digital Transformation</i> • <i>Detection & Response</i>
	SHI International 290 Davidson Avenue Somerset, NJ 08873

	SHI is a complete global technology partner. SHI was founded in 1989 and has been listed as one of North America's Top 15 IT Solutions providers. With 5,000 licensing experts, cloud engineers, architects, trainers and specialists around the world, SHI provides foundational solutions that allow customers to build resilient, agile technology-based answers to their most pressing business needs. SHI helps organizations take a smarter approach to technology deployment, provision applications faster, and run efficient and effective IT operations across the data center, end-user devices, and in the cloud. <u>STRENGTHS</u> • <i>Solution Integration</i> • <i>Asset & Lifecycle Management</i> • <i>Managed Services</i> • <i>Mobility</i> • <i>Cloud Modernization</i> • <i>Digital Workplace</i>
	GuidePoint Security 2201 Cooperative Way, Suite 225 Herndon, VA 20171 GuidePoint Security provides trusted cybersecurity expertise, solutions and services that help organizations make better decisions that minimize risk. Their experts act as a trusted advisor to understand your business and challenges, helping you through an evaluation of your cybersecurity posture and ecosystem to expose risks, optimize resources and implement best-fit solutions. GuidePoint's unmatched expertise has enabled a third of Fortune 500 companies and more than half of the U.S. government cabinet-level agencies to improve their security posture and reduce risk. <u>STRENGTHS</u> • <i>Cloud Security</i> • <i>Governance, Risk, & Compliance</i> • <i>Incident Response</i> • <i>Threat Intelligence</i> • <i>Vulnerability Management</i>
	Coalfire 11000 Westmoor Circle, Suite 450 Westminster, CO 20021 For more than 20 years, Coalfire has worked at the cutting edge of technology to help public and private sector organizations solve their toughest cybersecurity problems and fuel their overall success. Coalfire is the cybersecurity advisor that helps customers avert threats, close gaps, and effectively manage risk. By providing independent and tailored advice, assessments, technical testing, and cyber engineering services, they help clients develop scalable programs that improve their security posture, achieve their business objectives, and fuel their continued success. <u>STRENGTHS</u> • <i>Cloud Security & Managed Services</i> • <i>Strategy, Privacy, & Risk</i> • <i>Application Security</i> • <i>Compliance</i>

	Novacoast, Inc. 301 North Main St. Wichita, KS 67202 Novacoast helps organizations find, create & implement solutions for a powerful security posture through advisory, engineering, development & managed services. We've built our unique breadth of expertise to allow us to work in wider terms than products and to approach challenges from the perspective of business goals. <u>STRENGTHS</u> • <i>Threat Hunting</i> • <i>Advisory Services</i> • <i>Access Management</i> • <i>Application Development & Integration</i> • <i>Endpoint Protection</i> • <i>Operations Management</i>
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- C. Describe how Participating Agencies are ensure 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.

Omnia customers may purchase direct from DLT, or through a DLT reseller partner. DLT maintains internal CRM system controls which prevent employees from quoting to customers or partners above the "not to exceed" price for each contract. DLT will also maintain a web page at www.dlt.com which lists all available manufacturers under the contract and the standard discount associated with each manufacturer. Customers will be able to reference this website to determine they are receiving correct contract pricing. At any point in the process, customers can also reach out directly to the DLT Program Management team to verify pricing.

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

Software and cloud products and services sold under this contract will be downloaded or accessed via the internet. No other companies will be involved in handling or shipping software/cloud products to the end user. As described above, in some cases an onsite reseller partner may assist with professional or consulting services as required by the end user.

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

DLT operates out of central offices at: 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171. DLT does not directly operate any warehouse, distribution, or retail facilities.

As part of TD SYNEX Public Sector, DLT and its customers have access to the TD SYNEX network of seventeen office and warehouse locations throughout North America to support hardware sales and services that may require use of TD SYNEX Public Sector facilities.

TD-SYNNEX Corporate Headquarters Fremont, CA	East Coast Sales/Product Marketing Greenville, SC
44201 Nobel Drive	39 Pelham Ridge Drive
Fremont, CA 94538	Greenville, SC 29615
Tracy, California	Grove City, Ohio
6551 W. Schulte Rd. Suite 100	4001 Gantz Road, Suite A
Tracy, CA 95377	Grove City, OH 43123
Richardson, Texas	Miami, Florida
660 N Dorothy Drive, Suite 100	12650 NW 25th Street, Suite#108
Richardson, TX 75081	Miami, FL 33182
Romeoville, Illinois	Plainfield, Indiana
1180 Remington Blvd.	595 Perry Road Suite 101
Romeoville, IL 60446	Plainfield, IN, 46168
Southaven, Mississippi	Miramar, Florida
455 Research Drive Suite 100	3350 SW 148TH Avenue
Southaven MS, 38672	Miramar, FL 33027
Monroe, New Jersey	Tarrytown, New York
201 Middlesex Ctr. Boulevard	520 White Plains Road
Monroe, NJ 08831	Tarrytown, NY 10591
Chantilly, Virginia	Downers Grove, Illinois
3900 Stonecroft Blvd. Suite M	3020 Woodcreek Drive,
Chantilly, VA 20151	Downers Grove, IL 60515
Chino, California	Louisville, Colorado
15065 Flight Ave	363 Centennial Parkway – 3rd Floor
Chino, CA 91710	Louisville, CO 80027
New Age Electronics	
21950 Arnold Center Road	
Carson, CA	

3. Marketing and Sales

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

None.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the Master Agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours):

- Notify internal stakeholders and executive leadership of contract award.
- Set up new contract in DLT internal systems: price lists, contract/quote terms, etc.
- Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed.
- Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include:
 - Review Requirements Matrix and Contract Checklist
 - Review Contract Roll Out FAQ document
 - Determine Manufacturer, Customer, and Partner engagement strategy
 - Establish DLT message for press release and collateral
- Create and release marketing press release identifying the Master Agreement as DLT's primary contractual offering to Public Agencies.
- Update the DLT website with new contract information
- Conduct initial sales-specific training, which includes:
 - Sales-specific terms and conditions
 - How to Quote
 - How to Book
 - Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement.

Within the first 90 days of contract award, the DLT team will work with the Omnia Partners team to develop any additional training that may be required and present that information to the DLT sales organization.

- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, Master Agreement details and contact information
 - ii. published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector 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
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector 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, Public Sector.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - a. OMNIA Partners, Public Sector standard logo;
 - b. Copy of original Request for Proposal;
 - c. Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - d. Summary of Products and pricing;
 - e. Marketing Materials
 - f. Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - g. A dedicated toll-free number and email address for OMNIA Partners, Public Sector

At DLT Solutions, we believe that our high volume, cost-efficient direct marketing format allows us to maintain a pricing advantage over many other product resellers and integrators (see Part I in the Company Information section above for more information about how DLT differentiates itself through marketing). DLT will offer Region 4 and Omnia Partners increased savings through product specials and promotions as well as increased exposure through sales contests targeted at expanding contract awareness.

DLT Solutions has a long history of marketing and providing thought leadership to the state, local and education markets through Communities of Interest (see Part I in Company Information section). As an example: for a single OEM in 2018, DLT created 34 integrated campaigns and leveraged nearly 7,000 Customers and contacts to close over 1,800 wins. In addition to the contacts in our enterprise applications database, DLT Solutions also leverages over 65,000 Customers and contacts using to conduct state and local year-end campaigns with the specific goal of helping them spend their remaining IT budgets before the new fiscal year begins. The DLT marketing plan, to be implemented within 90 days of contract award and maintained throughout the life of the contract, includes the following actions:

- Public Relations: Upon award of the contract, DLT Solutions will create and distribute a co-branded press release to all of its media contacts highlighting the addition of the Region 4 ESC contract to its contract portfolio. DLT Solutions will also create and distribute press releases highlighting significant wins that come from the Region 4 ESC contract. Lastly, DLT Solutions will use Region 4 ESC wins to identify unique stories that can be turned into case studies and subsequent press opportunities.
 - The announcement, contract details and contact information will be simultaneously published on the DLT homepage, as well as its social media pages (Twitter, LinkedIn, etc.)
- Marketing Materials: DLT will design, publish, and distribute a wide range of co-branded materials
 - DLT will brand Customer facing and internal line cards with Contracting Office approved nomenclature for distribution
 - Targeted Account Based Marketing ads will be utilized to increase brand awareness of the contract on all our social media platforms
 - Customized booth branding and collateral will be created to ensure that this contract is presented at ANY tradeshow that DLT attends
 - DLT will update the email signatures of applicable sales reps with the contract logo and Contract Office-approved tagline for the contract
 - DLT will provide blogs, create case studies and webinars to on a quarterly basis to optimize and enhance contract awareness
 - Email communication will be positioned to all our current Customers for contract awareness - fiscal year end-specific campaigns will target Customers with ease of procurement and evangelism of the contract as well
- Region 4 ESC Homepage: Per contract requirements, this page will include:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract 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
- Trade Shows: DLT is a longtime attendee of the NIGP Annual Forum, and will continue to attend and participate throughout the life of this contract and beyond. DLT also sends representatives to a wide range of other trade shows throughout the year (see below).
 - As a member of the NIGP Advisory Board, DLT is well positioned to provide thought leadership and influence beyond the trade show floor. DLT leaders speak in seminars to share their expertise on IT procurement and are able to promote additional awareness of the Region 4 ESC contract beyond the capability of other contractors.
 - Participation and/or sponsorship in national trade shows and conferences and targeted events in AZ, CO, PA, TN, VA, MD, WV, IL, NY, CA, TX and FL, including pre-and post-event communications and follow-up.

- Advertising: DLT will participate in the publication of national and regional advertising in trade publications. DLT also invests in radio and internet advertising during peak buying seasons.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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.

DLT will make commercially reasonable efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance in transferring their procurement(s) to the Master Agreement.

DLT currently holds the cooperative contracts listed below. The Master Agreement will be co-positioned as DLT's primary cooperative contract offering alongside DLT's other Omnia Master Agreements, as required by the Administration Agreement.

- Omnia Partners
- NASPO ValuePoint
- National Cooperative Purchasing Alliance (NCPA)
- Equalis Group
- The Interlocal Purchasing System (TIPS)
- Maryland COTS
- Texas Department of Information Resources (DIR)
- Internetz

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

DLT agrees to provide its logo to Omnia Partners and to provide permission for reproductions of said logo in marketing communications and promotions. DLT understands that any use of the Omnia Partners logo will require additional permission for reproduction.

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

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

DLT will proactively sell directly to Customers, making all commercially reasonable efforts to move business through the Master Agreement. DLT will communicate that:

- The Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- The Master Agreement offers best government pricing (pre-admin fee, see Appendix B)

- The Master Agreement requires no cost to participate
- The Master Agreement is a non-exclusive contract

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

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

Sales force training in the DLT organization is centralized through our corporate training program, DLT University. DLT University offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at DLT, and upon award the DLT PMO team will develop a curriculum to educate the sales force on how to use and market the Master Agreement. This course will serve to raise awareness of the Master Agreement, instruct representatives in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract. DLT provides regular refresh trainings to sales teams at monthly meetings, reminding our representatives how to best use and market the DLT contract portfolio.

DLT channel partners receive contract-specific, sales-driven training and enablement, along with access to vertical market experts, pre-sales, sales and technical support, and access to demand creation resources. DLT also offers partners and customers training and certification courses through TD-SYNNEX's award-winning [ExitCertified®](#) training business. ExitCertified is an industry leader in IT training; our training and development resources enable users obtain the vital skills required to advance. We've been training IT professionals since 2001 and today, we deliver thousands of authorized training courses. Our vertical strategy empowers our partners and customers to align with specialization in high-growth vertical markets and technology areas to grow their businesses.

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

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

i. Executive Support

Eddie Franklin, Senior Vice President
Eddie.Franklin@tdSYNNEX.com
(703) 709-7172

- ii. **Marketing**
Darian Mian, Director
Darian.Mian@dlt.com
(703) 773-9214
 - iii. **Sales**
Kirk Fisher, Vice President
Kirk.Fisher@dlt.com
(703) 773-8969
 - iv. **Sales Support**
Kirk Fisher, Vice President
Kirk.Fisher@dlt.com
(703) 773-8969
 - v. **Financial Reporting**
Ryan Gregory, Program Financial Analyst
Ryan.Gregory@dlt.com
703-773-9290
 - vi. **Accounts Payable**
Mariana Sandulescu, Accounts Payable Manager
Mariana.Sandulescu@dlt.com
703-708-9115
 - vii. **Contracts**
Chris Kline, Program Manager
ProgramManagement@dlt.com
703-773-9233
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The DLT sales force operates out of a central office in Herndon, VA. DLT Solutions' sales teams are aligned by specific technology groups to facilitate optimum account knowledge, Customer service, and effective implementation. Technology domains include Cybersecurity, Cybersecurity, Big Data & Analytics, IT Infrastructure, Application Lifecycle, and Business Applications.

Within these technology domains, each sales team is dedicated to a specific manufacturer or manufacturers to ensure that DLT representatives are experts on the set of products they support. Within each sales team, representatives are assigned to specific geographical territories. Within this structure DLT creates dedicated teams specifically for New License, Renewal, and Services. State and local sales experience on the team varies, from 1-20 years.

As Vice President of DLT Solutions, Kirk Fisher is the most senior executive in charge of the sales team. Contact information is provided below:

Kirk Fisher, Vice President
Kirk.Fisher@dlt.com
(703) 773-8969

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

DLT currently holds 4 OMNIA Partners contracts. Our experience has allowed DLT employees to forge strong working relationships with the OMNIA Partners team. The working relationship between DLT and Omnia Partners will ensure the seamless implementation of this agreement. DLT currently conducts regular cadence calls with the OMNIA Partners Director of Partner Development. Upon award of the new Region 4 Agreement, DLT will use these calls to develop a strategy for implementation of the agreement that best aligns with our and OMNIA Partners' goals and expectations. Additionally, DLT will work closely with the OMNIA Partners Regional Managers to align our sales strategies to best optimize the growth of the agreement. This will include regular cadence calls with the Regional Managers to discuss current opportunities, as well as potential growth areas and how to best capitalize on them.

Additionally, upon award of the Master Agreement, DLT Solutions will work closely with Omnia Partners to collaborate on coordinated sales outreach, including:

- Targeted Cold Calling
- Attendance and Participation in Omnia Partners Regional Summits
- Omnia, NIGP, Educause, and other Industry Conferences (see above)
- Sales Training of Partner Network
- Sales Training of DLT sales force
- Targeted marketing email campaigns
- DLT Coaching Series: monthly sessions that educate vendors and partners on contract availability, how to use the agreement, customer benefits, available resources, and go to market strategy.

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

As a current holder of several Omnia Partners contracts, DLT is well versed in managing national program efforts. DLT has on-going cadence calls with the Omnia Partners Director of Partner Development ensuring optimal management of the program throughout the term of the Master Agreement. DLT management, sales, and marketing currently engages regularly with the Omnia Partners marketing team to formulate numerous campaign strategies. These strategies include, but are not limited to, general marketing campaigns, case studies, and joint campaigns to drive attendance/awareness to DLT specific events, Omnia specific events, and national events where Omnia and DLT have a presence. DLT's experience as an Omnia Partners contract holder ensures new Participating Public Agency accounts will be established in a timely manner; the DLT Contract Administrator has nearly five years of experience working together with Public Agencies seeking to register for the Omnia Partners program and establishing themselves as a new Participating Public Agency.

In addition to the implementation, sales, and marketing activities previously described in this response, DLT's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.

Sales

- Meet with awarded Software Publishers to design and execute on a tailored SLED strategy
- Engage with current prospects and funnel existing sales pipeline towards the Master Agreement
- Work to strengthen depth and breadth of initial award: liaise with additional Software Publishers in DLT's network to add eligible providers to the Master Agreement

Contracts/Programs

- Establish reporting and fee remittance workflow in DLT systems
- Setup contract profile and pricelists in DLT systems
- Work with DLT marketing team to develop and launch dedicated webpage off corporate website.
- Create training curriculum and present materials to sales team, Publishers, and/or Partners.

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

DLT's direct sales to State, Local, and Education entities for 2023 total \$465,623,169. This total does not reflect sales to public sector entities that were sold via distribution to a partner reseller.

1. Rochester (NY) City School District

[REDACTED]
[REDACTED]

2. Illinois Department of Human Services

[REDACTED]
[REDACTED]

3. City of Chicago (IL)

[REDACTED]
[REDACTED]

4. Los Angeles County, CA

[REDACTED]
[REDACTED]

5. State of Illinois

[REDACTED]
[REDACTED]

6. State of Louisiana

[REDACTED]

■ [REDACTED]

7. King County, Washington

■ [REDACTED]

■ [REDACTED]

8. Ohio State University

■ [REDACTED]

■ [REDACTED]

9. Florida Department of Transportation

■ [REDACTED]

■ [REDACTED]

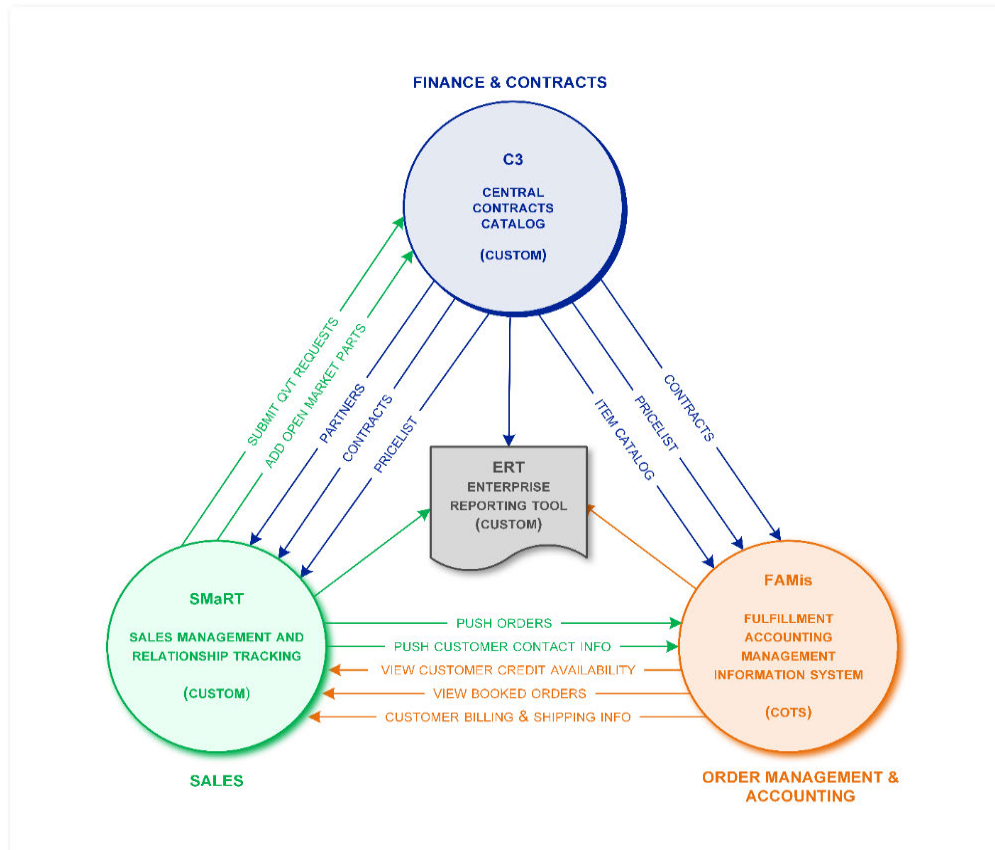
10. University of Chicago

■ [REDACTED]

■ [REDACTED]

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

DLT has developed highly integrated internal systems (see graphic below) to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing.



SMaRT (Sales Management and Relationship Tracking) – SMaRT maintains and manages all aspects of the lifecycle of an order against DLT contracts from first Customer contact through sales quotation through booking of an order. SMaRT contains over 150,000 Government contacts associated and linked to all Government agencies built on a hierarchical system (sector/agency/sub-agency). SMaRT is completely integrated with DLT’s C3 and FAMis systems to ensure that all quotes are created based on contractual terms and conditions. SMaRT maintains notes on all aspects of Customer and vendor interactions including documents transferred and conversations. Through various auditable means, SMaRT ensures that Customers’ orders are accurately and efficiently processed.

C3 (Central Contracts Catalog) – The C3 database allows DLT to ensure that all product pricing is accurate and current. C3 contains all contract offerings and related products and pricing based on the respective contract’s specific terms and conditions. C3 is fully integrated with SMaRT and FAMis (see below) to ensure a systematic and error-free quote-to-order fulfillment process. C3 maintains a complete history of product and pricing modifications for every product on every contract back to mid-2005.

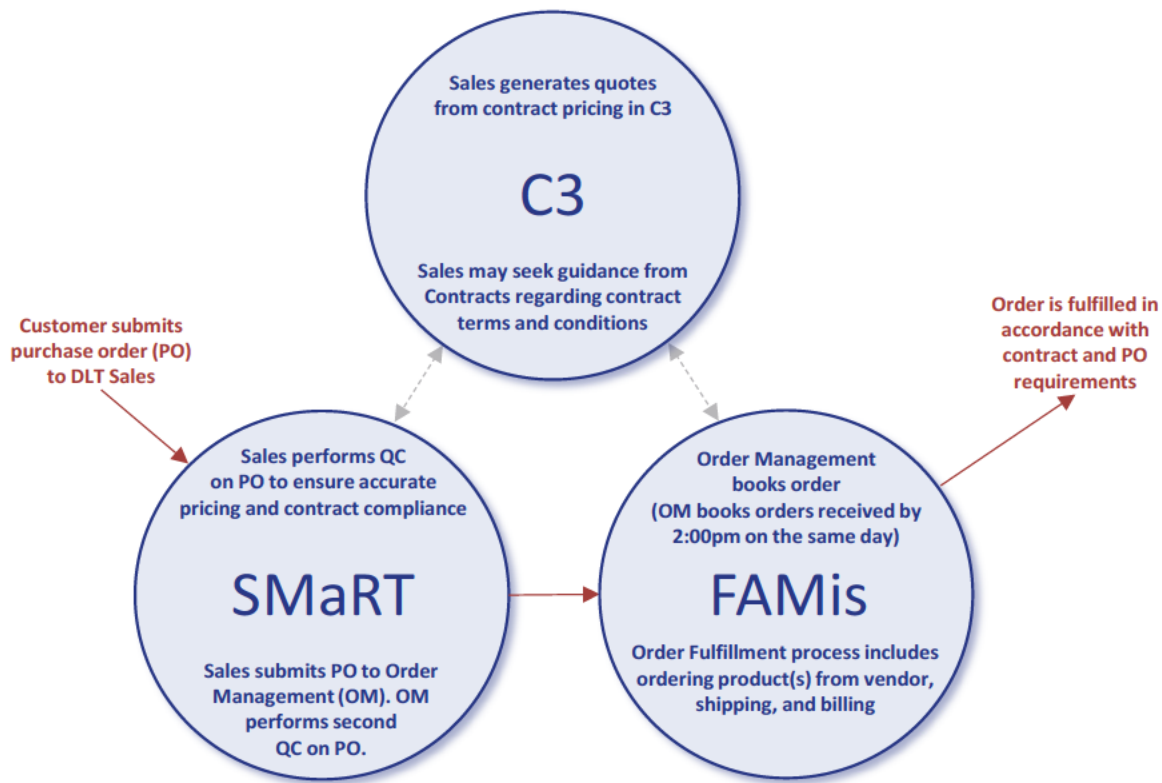
FAMis (Fulfillment Accounting Management Information System) – FAMis is DLT’s Enterprise-wide accounting and order management system handling both fulfillment and professional services orders. It meets the unique needs of our public sector Customers. FAMis is fully integrated with both SMaRT and C3. FAMis also provides all reporting specific to our awarded contracts. FAMis is a highly customized implementation of Microsoft Dynamics NAV.

ERT (Enterprise Reporting Tool) – ERT is integrated with all DLT systems to provide reporting capabilities to DLT business units. ERT provides a standardized interface and limits user access to only the reports and data that they

have privileges to view. Reports can be queried to filter group reports (for example, by Division, Rep, Contract, Vendor, Manufacturer, Sector) based on the Customer's needs.

Integrated into all these systems is DLT's **ePacket**, a document management system. The system can store any type of file or document, price quotes, purchase orders, credit applications, and proof-of-government documents, among others. ePacket is able to distinguish, search, and filter correspondence based on a particular Customer, quote, order, or employee, as well as based on date/time and type of correspondence. In combination with detailed records and notes stored in SMaRT, it is possible to track the transaction lifecycle from start to finish.

The graphic below demonstrates how an order flows through DLT's internal systems:



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

\$1.00 in year one

\$1.00 in year two

\$1.00 in year three

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

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

When responding to a solicitation for Products covered under the Master Agreement where a Public Agency desires to utilize the Master Agreement, DLT will provide pricing at or below the catalog pricing established in the Master Agreement. DLT will lead with Master Agreement pricing when selling to Public Agencies and will make all commercially reasonable efforts to convince Public Agencies to use the Master Agreement. In the event a Public Agency chooses not to use the Master Agreement, DLT will offer pricing via other contract means that matches the Master Agreement pricing.

END OF EXHIBIT A – Response for National Cooperative Contract

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

DLT has submitted exceptions to the Omnia Partner's Administration Agreement in Appendix B – Terms & Conditions Acceptance Form. The completed Appendix B has been uploaded to the submission site.

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

Completed Exhibits F and G have been uploaded to the submission site.

iv. Describe how Offeror responds to emergency orders.

It has been DLT's experience that the processing of orders and the need for Customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM), End of Quarter (EOQ), or another time of emergency.

v. What is Offeror's average Fill Rate?

Any order properly submitted to DLT's Order Management team before 1400 EST is booked the same day. DLT typically fulfills orders within 2 days or less.

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

DLT does not ship/deliver hard copies of the software being offered through this Master Agreement. Software licenses (on-premises or cloud) sold under this contract will generally be downloaded or accessed via the internet.

vii. Describe Offeror's return and restocking policy.

DLT's return and restocking policy for any product or service sold under this contract will be in accordance with the relevant Manufacturer's standard commercial terms.

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

DLT will provide a warranty for all products and services in accordance with the relevant Manufacturer's standard commercial warranty.

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

The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST. However, it has been our experience that the processing of orders and the need for Customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).

The DLT sales team is available to serve as the first line of support in any problem resolution process. Any service or product issues are escalated internally to a Sales Manager; if DLT is unable to resolve the problem we will facilitate support directly from the manufacturer to resolve the issue.

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

DLT's invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions. DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing. Please see DLT's response to Part M. of the Marketing and Sales section above for additional information about the invoice process.

DLT accepts the following forms of payment:

- Check
- Government Purchase Card
- ACH/Wire Transfer

xi. Describe Offeror's contract implementation/Customer transition plan.

DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the Master Agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours):

- Notify internal stakeholders and executive leadership of contract award.
- Set up new contract in DLT internal systems: price lists, contract/quote terms, etc.
- Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed.
- Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include:
 - Review Requirements Matrix and Contract Checklist
 - Review Contract Roll Out FAQ document
 - Determine Manufacturer, Customer, and Partner engagement strategy
 - Establish DLT message for press release and collateral
- Create and release marketing press release identifying the Master Agreement as DLT's primary contractual offering to Public Agencies.
- Update the DLT website with new contract information
- Conduct initial sales-specific training, which includes:
 - Sales-specific terms and conditions
 - How to Quote
 - How to Book
 - Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement.

DLT will use commercially reasonable efforts to advertise the existence of the Master Agreement and facilitate the transition of Public Agency Customers to the Master Agreement upon their request.

xii. Describe the financial condition of Offeror.

DLT is a financially sound company. DLT Solutions' revenue exceed \$1B annually; we predominantly provide value-added COTS information technology products on a competitively awarded basis. The remainder of our line is FFP and T&M-based services. As a wholly owned subsidiary of TD-SYNNEX, DLT is a public company.

Additional information about TD-SYNNEX financials is available at

<https://ir.SYNNEX.com/financials/default.aspx>.

DLT uses Microsoft Dynamics NAV. Our financial systems are reviewed annually for adequate internal controls since we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls

in place to track hours, expenses and costs in accordance with applicable procurement regulations. In addition, over the years, DLT Solutions has gone through numerous pre-award government audits and has been deemed to have adequate billing and accounting systems for T&M awards.

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

DLT has provided the following sample website link to the page that supports our Omnia Partners – Amazon Web Services award: <https://www.dlt.com/government-it-contracts/us-communities-omnia-aws>.

Through this website, Public Agency Customers are able to:

- Request a Quote
- Contact a Sales Representative
- Download the DLT line card

On the site dedicated to this Master Agreement award, Customers will also be able to review contract documentation and catalog pricing.

xiv. Describe the Offeror's safety record.

DLT provides a safe, protected office environment for its employees. In the past 9 years DLT has 1 safety incident to report:

- A DLT employee operating a trade booth offsite at an industry conference sustained a minor cut to their leg requiring non-emergency stitches. Treatment was provided and the injury was reported through a Worker's Compensation claim.

xv. Provide any additional information relevant to this section.

N/A

4. Qualification and Experience

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

DLT Solutions is a distributor of commercial-off-the-shelf (COTS) software and hardware, exclusively focused on serving the public sector. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171.

DLT's go-to-market expertise is focused on six core technology domains: Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure. These domains are strategically crafted around how our technology partners, customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and customer relationships, along with our commitment to unparalleled customer satisfaction, enabled the company to achieve more than \$1.3 billion in 2023 bookings across more than 27,000 customer delivery orders.

Based on DLT's deep investments to support our manufacturer partnerships, DLT has earned many of our manufacturer's highest partnership level and is often a vendor's largest or sole partner supporting the Public Sector. Through these high-level partnerships, DLT provides our customers with a superior level of support and, equally important, highly competitive pricing, adding value in the form of cost savings.

In November 2019, DLT Solutions became a wholly owned subsidiary of Tech Data. Tech Data was founded in 1974. The company is ranked No. 88 on the Fortune 500 and has been named one of Fortune's World's Most Admired Companies for 10 straight years. In September 2021, Tech Data merged with SYNEX Corporation to become TD-SYNEX, creating the largest global IT distributor with a combined \$59.8B in revenue. Together, DLT and TD-SYNEX, as TD SYNEX Public Sector, offer the scale of a value-added global distributor coupled with the niche expertise of the longest serving, premier public sector aggregator. We have more than 75 years of combined dedication and service to the U.S. public sector in the federal government, state and local governments as well as education (SLED), healthcare and utility markets.

TD-SYNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

As the holder of three current Omnia Partners contract awards and more than 60 total contract vehicles across the public sector, DLT Solutions is confident that our unique capabilities and proven past performance represents the product mix and relevant experience necessary to fulfill the current and future needs of Cobb County and Omnia Partners. This bid response will show that DLT is an experienced government contractor with broad solution and services capabilities and proven systems and processes that meet our customers' technology refresh, administrative handling, fee transfers, and reporting requirements.

ii. Describe Offeror's reputation in the marketplace.

DLT's evolution as a company and our continued commitment to provide our Customers with the latest technologies and corresponding technical expertise have been recognized in the industry. Please visit <http://www.dlt.com/about/awards> for recognition of DLT's sterling reputation in the marketplace

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

DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world, including CrowdStrike, Red Hat, Amazon Web Services, Oracle, Autodesk, Quest Software, Google, NetApp, NetScout, LogRhythm, and Solarwinds among others. With its product portfolio, multiple procurement vehicles and award-winning track record, DLT confidently supports public sector Clients with the technology they need, when they need it.

Based on DLT's deep investments to support our manufacturer Partnerships, DLT has earned many of our manufacturers' highest-level Partnerships, and is often a vendor's largest or sole Partner supporting the Public Sector. With these high-level Partnerships, DLT is able to provide our Customers with a superior level of support and, equally important, very competitive pricing, adding value in the form of cost savings throughout the life of the contract.

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

None.

v. Describe the experience and qualification of key employees.

DLT's Senior Management team is committed to making the Master Agreement a success, offering solutions that are technically superior and most cost effective. Our executive leadership team is dedicated to providing a great Customer experience measured by Customer satisfaction tools and quality control standards to drive efficiencies and predictability in our processes and operations.

Please see [DLT Leadership Team](#) for more information.

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

DLT Solutions has 30+ years of experience working with the government sector, including a 7-year history with Omnia Partners under the U.S. Communities vehicle selling products from Oracle and Amazon Web Services. DLT is a reliable contractor who can be entrusted with a major contract award. Previous major contract management experience includes (but is not limited to):

Contract Name	Total Dollar (\$) Value
General Services Administration (GSA) IT 70	~\$200,000,000 annually
NASA Solutions for Enterprise-Wide Procurement (SEWP) V	~\$65,000,000 annually
NIH Chief Information Officer-Commodities and Solutions (CIOS-CS)	\$20,000,000,000 (ceiling)
Department of Navy (DON) Oracle Enterprise License Agreement (ELA)	\$380,000,000
Department of Navy (DON) Red Hat Enterprise License Agreement (ELA)	\$133,500,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Red Hat	\$125,000,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Red Hat	\$115,000,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Oracle	\$100,000,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Flexera	\$87,000,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Autodesk	\$81,000,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Forescout	\$74,500,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): McAfee	\$50,000,000
Omnia Partners – Oracle Products and Services	\$50,000,000
Internet2 NET+ Program – Amazon Web Services	\$40,000,000
Department of Defense (DoD) Enterprise Software Initiative (ESI): Quest	\$40,000,000
Texas Department of Information Resources (DIR)	\$25,000,000
NASPO ValuePoint Cloud Solutions	\$15,000,000
Maryland COTS 2012	\$15,000,000
Ohio State Term Schedule	\$12,000,000
Omnia Partners – Amazon Web Services	\$10,000,000
National Cooperative Purchasing Alliance	\$5,000,000
State of New Mexico	\$3,000,0000
The Interlocal Procurement System (TIPS)	\$1,000,000

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

Neither the Company nor its Officers or Directors have been subject to any material litigation or investigations related to its performance under any government contract within the last 5 years.

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

Yes.

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

Enter response her Public Sector Infrastructure – We leverage a purpose-built infrastructure to enable our Clients and Partners to do business with Government while reducing costs and mitigating risks introduced when doing business with Public Sector. DLT Solutions is a prime contractor on more than 70 public sector vehicles, with access to hundreds more through our channel network. We have made significant investments in our business, including a Top Secret security clearance and a bleeding-edge recurring revenue management program.

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

Reference 1

Entity Name	State of Colorado
Contact Name and Title	Darrel Filmore, Senior Manager
City and State	Boulder, CO
Phone/Email	303-506-7358; darrell.filmore@state.co.us
Years Services	2018-present
Description of Services	The State of Colorado, Governor's Office of Information Technology, migrated to the Checkmarx CxOne platform.
Annual Volume	Available upon request

Reference 2

Entity Name	State of New York
Contact Name and Title	Chris Desain, CISO
City and State	Albany, NY
Phone/Email	518-414-1527; chris.desain@its.ny.gov
Years Services	4 years
Description of Services	Installed, configured, and implemented CrowdStrike Falcon Platform and Falcon Complete. Supporting more than 250,000 endpoints.
Annual Volume	Available upon request

Reference 3

Entity Name	University of Oklahoma
Contact Name and Title	James Cassidy, Security Analyst
City and State	Norman, OK
Phone/Email	405-761-1118; jmcassidy@ou.edu
Years Services	2021-present
Description of Services	OU leverages Devo as their primary tool for log management – 2,000 GB/year.
Annual Volume	Available upon request

Reference 4

Entity Name	Fordham University
Contact Name and Title	Jason Benedict, CISO
City and State	Bronx, MA
Phone/Email	717-817-3750; benedict@fordham.edu
Years Services	2015-present
Description of Services	BitSight SPM, CRO
Annual Volume	~\$50,000

Reference 5

Entity Name	California Department of Transportation
Contact Name and Title	Jason Probst, Procurement Manager
City and State	Sacramento, CA
Phone/Email	916-800-2689; jason.probst@dot.ca.gov
Years Services	2001-present
Description of Services	Infor software provision and services to deploy: asset management, permitting, work management, incident management
Annual Volume	Available upon request

Reference 6

Entity Name	Las Vegas Metropolitan Police Department
Contact Name and Title	Christopher Heaton, Senior IT Architect
City and State	Las Vegas, NV
Phone/Email	702-828-8348; C14413H@LVMPD.com
Years Services	2020-present
Description of Services	LogRhythm SIEM with DetectX and RespondX – 5,000 MPS
Annual Volume	Available upon request

Reference 7

Entity Name	State of Utah
Contact Name and Title	Laura Larsen, Contract Specialist
City and State	Salt Lake City, UT
Phone/Email	800-678-3440; lauralarsen@utah.gov
Years Services	2016-present
Description of Services	Pluralsight SaaS licenses - ~300 licenses
Annual Volume	Available upon request

Reference 8

Entity Name	University of Alabama
Contact Name and Title	Cathy Rainey, Director of Financial Affairs
City and State	Tuscaloosa, AL
Phone/Email	205-348-1634; Cathy.Rainey@ua.edu
Years Services	2015-present
Description of Services	Tripwire configuration compliance manager
Annual Volume	Available upon request

Reference 9

Entity Name	GSA IT Schedule 70
Contact Name and Title	Jay Johnson, Contracting Officer
City and State	Washington, D.C.
Phone/Email	202-501-0093; jay.johnson@gsa.gov
Years Services	19 years
Description of Services	Government Wide Acquisition Vehicle (GWAC) for commercial software products and services
Annual Volume	~\$115,000,000

Reference 10

Entity Name	Maryland COTS
Contact Name and Title	Gayle Mealy, Chief Procurement Officer
City and State	Crownsville, MD
Phone/Email	410-697-9675; gayle.mealy@maryland.gov
Years Services	8 years
Description of Services	State cooperative contract vehicle for commercial software products and services
Annual Volume	~\$115,000,000

Reference 11

Entity Name	NASA Solutions for Enterprise Wide Procurement (SEWP) V
Contact Name and Title	Darlene Coen, Contracting Officer
City and State	Lanham, MD
Phone/Email	301-286-4555; Darlene.e.coen@nasa.gov
Years Services	5 years
Description of Services	Government Wide Acquisition Vehicle (GWAC) for commercial software products and services
Annual Volume	~\$30,000,000

Reference 12

Entity Name	Texas Department of Information Resources (DIR)
Contact Name and Title	Mario Gutierrez
City and State	Austin, TX
Phone/Email	512-463-8989; mario.gutierrez@dir.texas.gov
Years Services	4 years
Description of Services	State cooperative contract vehicle for commercial software products and services
Annual Volume	~\$115,000,000

Reference 13

Entity Name	NASPO ValuePoint
Contact Name and Title	Solomon Kingston, Contract Analyst
City and State	Salt Lake City, UT
Phone/Email	801-538-3228; skingston@utah.gov
Years Services	5
Description of Services	Cooperative contract vehicle for commercial software products and services
Annual Volume	~\$115,000,000

xi. Provide any additional information relevant to this section.

N/A

5. Value Add

xi. Provide any additional information relevant to this section.

DLT Solutions' (now part of TD SYNEX Public Sector) extensive network of supplier relationships would provide REGION 4 with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the REGION 4 agreement to our full line of Software Publishers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.

DLT Solutions understands that additional documentation would be needed for any value-add products or services to be considered for official inclusion on the award of this solicitation. DLT looks forward to the opportunity to onboard multiple manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains: Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.

For more information, please visit <https://www.dlt.com/government-products>.



12320 Oracle Blvd
Colorado Springs, CO 80921

June 12, 2024

Subject: Request for Proposal by Region 4 Education Service Center for Oracle Products and Services, Solicitation Number 24-02

DELIVERED VIA EMAIL

To Whom It May Concern:

This letter is to confirm that, as of the date of this letter, DLT Solutions, LLC is a member of the Oracle Partner Network (OPN) in good standing. DLT Solutions, LLC has executed:

- Master Distribution Agreement
- Full Use Distribution Addendum
- Public Sector Addendum
- Cloud Services Distribution Addendum (CSDA)
- Public Sector Attachment to the CSDA
- Public Sector Support Renewal Schedule

DLT Solutions, LLC has been granted conditional approvals to create a contract for distribution of Oracle products and technical support services.

If you have any questions, please feel free to contact me at 571-214-0072.

Sincerely,

Sara Duncan

Sara Duncan
Senior Government Resell Programs Manager
NACI Government, Alliances & Channels
sara.merryman@oracle.com

**ORACLE CLOUD SERVICES
OMNIA PARTNERS SUPPLEMENTAL TERMS AND CONDITIONS v060721**

THESE ORACLE CLOUD SERVICES OMNIA PARTNERS SUPPLEMENTAL TERMS AND CONDITIONS (“OMNIA CLOUD STCS”) SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE OMNIA CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE OMNIA CLOUD STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

“You” and “Your” refers to the ordering activity that has ordered Oracle Services from an authorized distributor (“Contractor”) under the Contract.

The term “Contract” refers to the Contractor’s OMNIA Partners contract.

The term “Oracle Software” means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term “Program Documentation” refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

The term “Service Specifications” means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these OMNIA Cloud STCs; (b) Oracle’s privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term “Third Party Content” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term “Users” means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these OMNIA Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of these OMNIA Cloud STCs and Your order.

The term “Your Content” means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these OMNIA Cloud STCs, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content”. Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

B. Use of Services

Upon Contractor’s acceptance of Your order, Oracle will make the Oracle services listed in Your order (the “Services”) available to You pursuant to these OMNIA Cloud STCs and Your order. Except as otherwise stated in these OMNIA Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the “Service Period”), solely for Your internal business operations. You may allow Your Users to use the

Services for this purpose and You are responsible for Your Users' compliance with these OMNIA Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in these OMNIA Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Ownership Rights and Restrictions

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these OMNIA Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these OMNIA Cloud STCs or Your order.

D. Term and Termination

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these OMNIA Cloud STCs. These OMNIA Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance

notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these OMNIA Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these OMNIA Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including these OMNIA Cloud STCs) with Contractor, You may not use those Services ordered.

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these OMNIA Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these OMNIA Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

E. Fees and Taxes

Fees paid for Services performed are non-refundable, except as provided in these OMNIA Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses. You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these OMNIA Cloud STCs.

F. Nondisclosure

By virtue of Your order and these OMNIA Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these OMNIA Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these OMNIA Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these OMNIA Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

G. Protection of Your Content

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services ordered, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these OMNIA Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

H. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO

CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Limitation of Liability

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE OMNIA CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

J. Intellectual Property Indemnification

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority, and assistance Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available

to You within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

This Section J provides the parties' exclusive remedy for any infringement claims or damages.

K. Third Party Content, Services and Websites

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these OMNIA Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

L. Service Monitoring, Analyses and Oracle Software

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these OMNIA Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed

to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by these OMNIA Cloud STCs.

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

N. Force Majeure

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

P. Other

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.
2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these OMNIA Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these OMNIA Cloud STCs. The Contract (including these OMNIA Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these OMNIA Cloud STCs) and Your order.
3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

4. If any term of these OMNIA Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these OMNIA Cloud STCs.
5. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these OMNIA Cloud STCs may be brought by any party more than two years after the cause of action has accrued.
6. Prior to entering into an order governed by these OMNIA Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these OMNIA Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these OMNIA Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.
8. The Uniform Computer Transactions Act does not apply to these OMNIA Cloud STCs nor any order placed pursuant to them.
9. **Accessibility.** The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, or the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA as indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <https://www.fcc.gov/file/15195/download> (PDF), and a list of telephone numbers is available at <http://www.fcc.gov/cgb/dro/trsphonebk.html>. International hearing-impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products or services provided under these OMNIA Cloud STCs. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. Product direction remains at the sole discretion of Oracle.
10. **Internet Protocol version 6 (IPv6).** Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no

representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these OMNIA Cloud STCs.

11. If any document incorporated by reference into these OMNIA Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

**ORACLE HARDWARE
OMNIA PARTNERS SUPPLEMENTAL TERMS AND CONDITIONS v041320**

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES OMNIA PARTNERS SUPPLEMENTAL TERMS AND CONDITIONS (“OMNIA HARDWARE STCS”) SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE OMNIA HARDWARE STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE OMNIA HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

“You” and “your” refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor (“Contractor”) under the contract.

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “contract” refers to the Contractor’s OMNIA Partners contract.

The term “order” refers to the order placed under the contract inclusive of these expressly incorporated OMNIA Hardware STCs.

The term “integrated software” is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term “integrated software options” refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the “Integrated Software Options License Rules”) for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term “operating system” refers to the software that manages hardware for programs and other software.

The term “products” refers to programs, hardware, integrated software and operating system.

The term “program documentation” refers to the program user manual and program installation manuals. You may access the documentation online at <http://oracle.com/documentation>.

The term “programs” refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term “services” refers to technical support services which you have ordered.

The term “hardware” refers to the hardware equipment, including components, options and spare parts.

The term “hardware documentation” refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these OMNIA Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these OMNIA Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these OMNIA Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these OMNIA Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the OMNIA Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these OMNIA Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these OMNIA Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <<http://oss.oracle.com/systems-opensourcecode>>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these OMNIA Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or

- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE OR ITS AFFILIATES NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES ACTUALLY PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these OMNIA Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, CUI or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in

accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, CUI or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the OMNIA Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated

Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

H. NEITHER YOU NOR ORACLE OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S OR ITS AFFILIATE'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE OMNIA HARDWARE STCS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES ACTUALLY PAID TO CONTRACTOR UNDER SUCH ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO CONTRACTOR UNDER SUCH ORDER FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these OMNIA Hardware STCs.
3. **Accessibility**
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, or the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA as indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay

service (TRS). Information about the TRS is available at [https://www.fcc.gov/file/15195/download\(PDF\)](https://www.fcc.gov/file/15195/download(PDF)), and a list of telephone numbers is available at <http://www.fcc.gov/cgb/dro/trsphonebk.html>. International hearing-impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these OMNIA Hardware STCs. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. Product direction remains at the sole discretion of Oracle.

4. Internet Protocol version 6 (IPv6)

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, or any other such representations related to IPv6 shall apply to the Oracle products and/or services provided under these OMNIA Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'
6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
7. The Uniform Computer Information Transactions Act does not apply to these OMNIA Hardware STCs nor any order placed pursuant to them.
8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial

programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided “as is” and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these OMNIA Hardware STCs.
11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs to ensure Your use of programs is in compliance with the terms of the applicable order and these STCs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Such cooperation and assistance shall also include, but shall not be limited to, the running of Oracle data measurement tools on Your servers and providing, or permitting the Contractor to provide, the resulting data to Oracle. Any such audit shall not unreasonably interfere with your normal business operations, and shall comply with Your reasonable security and safety rules, policies, and procedures, including any facility or system access rules applicable to outside parties (“security rules”) while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. If the audit identifies non-compliance, You shall be responsible for remedying such non-compliance, which may include, without limitation, paying any underpaid fees related to use of the programs and Oracle or the Contractor (as the case may be) or for discontinuing noncompliant use. Should the remedy require You to pay fees, You will submit a contract modification to document the amount of such fees. In all cases, Oracle shall not be responsible for any costs incurred by you in cooperating with the audit. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to Section I (Nondisclosure) of these OMNIA Hardware STCs.
12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these OMNIA Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
14. Except as stated otherwise in your order, the version of Oracle's Applications Licensing Table in effect as of the effective date of your order shall apply to the licenses for programs you have ordered. The applicable Applications Licensing Table is available at <http://oracle.com/us/corporate/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided “as-is” without warranty of any kind, either express or implied.
15. Except as stated otherwise in your order, the version of Oracle's Integrated Software Options License Definitions, Rules and Metrics, as well as Terms for Oracle Solaris in effect on the date of your order shall apply to your licenses for the programs, Integrated Software Options and Oracle Solaris you have ordered, as applicable. All applicable License Definitions and Rules, Metrics, and

Terms referenced in this paragraph are available at <http://www.oracle.com/us/corporate/contracts>. Oracle reserves the right to periodically change the information presented on the website referenced in this paragraph. All information on the website is provided "as-is" without warranty of any kind, either express or implied.

16. If any provision herein or document incorporated by reference into these OMNIA Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then such terms shall not apply..
17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
OMNIA PARTNERS SUPPLEMENTAL TERMS AND CONDITIONS v060121**

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES OMNIA PARTNERS SUPPLEMENTAL TERMS AND CONDITIONS (“OMNIA SOFTWARE STCs”) SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE OMNIA SOFTWARE STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE OMNIA SOFTWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

“You” and “Your” refers to the ordering activity that has ordered programs, and/or services from an authorized distributor (“Contractor”) under the contract.

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “contract” refers to the Contractor’s OMNIA Partners contract.

The term “program documentation” refers to the program user manual and program installation manuals.

The term “programs” refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term “services” refers to annual technical support services which you have ordered.

B. Rights Granted

Upon Contractor’s acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these OMNIA Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these OMNIA Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle’s or its licensors’ proprietary rights;

- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these OMNIA Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly

authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

F. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not

provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the OMNIA Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE OMNIA SOFTWARE STCS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

H. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these OMNIA Software STCs.

3. **Accessibility.** The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, or the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA as indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at [https://www.fcc.gov/file/15195/download\(PDF\)](https://www.fcc.gov/file/15195/download(PDF)), and a list of telephone numbers is available at <http://www.fcc.gov/cgb/dro/trsphonebk.html>. International hearing-impaired customers should use the TRS at

+1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these OMNIA Software STCs. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. Product direction remains at the sole discretion of Oracle.

4. **Internet Protocol version 6 (IPv6).** Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. You agree that the representations provided and referenced in this paragraph satisfy Your requirements relating to IPv6, and that no other IPv6-related requirements, terms, conditions, statements or any other such representations, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the Oracle products and/or services provided under these OMNIA Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these OMNIA Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable

security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these OMNIA Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order is incorporated herein. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

16. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at <http://oracle.com/contracts>.

17. If any document incorporated by reference into these OMNIA Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

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—

Version March 19, 2024

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

(b) *Prohibition.*

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

(d) *Reporting requirement.*

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

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

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES  _____ 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  _____ 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  _____ 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.

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.

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. 6321 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 PROCUREMENTOF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

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

Check for YES: ☒

OR

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

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: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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  _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES  _____ 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  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:

DLT Solutions, LLC

Address, City, State, and Zip Code:

2411 Dulles Corner Park, STE 800, Herndon, VA 20171, USA

Phone Number: 800-262-4358

Fax Number: 866-708-6867

Printed Name and Title of Authorized Representative:

Lavanashell Johnson

Email Address:

sales@dlt.com

Signature of Authorized Representative: 

Date: 06/11/2024

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, 2018,⁴ 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 29C.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 suchworkweek.

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

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

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

amounts in excess of \$150,000 under a federal grant.

- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties

that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. 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, DLT Solutions, LLC, 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.

 DocuSigned by:
105E10CFAS054492

Signature of Contractor's Authorized Official

Lavanashell Johnson, Corporate Counsel

Name and Title of Contractor's Authorized Official

06/11/2024

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: DLT Solutions, LLC

Address, City, State, and Zip Code:
2411 Dulles Corner Park, STE 800, Herndon, VA 20171, USA

Phone Number: 800-262-4358 Fax Number: 866-708-6867

Printed Name and Title of Authorized Representative:
Lavanashell Johnson , Corporate Counsel

Email Address: sales@dlt.com

Signature of Authorized Representative:  _____

Date: 06/11/2024

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.

DOC #1

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

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

Name of Organization: DLT Solutions, LLC _____

Organization Address: 2411 Dulles Corner Park, STE 800, Herndon, VA 20171, USA _____

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
Tech Data Corporation	5350 Tech Data Drive, Clearwater, FL 33760

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
https://ir.synnex.com/financials/sec-filings-details/default.aspx?FilingId=12466456	

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):	Lavanashell Johnson	Title:	Corporate Counsel
Signature:		Date:	06/11/2024

DOC #3

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

Company Name: DLT Solutions, LLC
Street: 2411 Dulles Corner Park, STE 800
City, State, Zip Code: Herndon, VA 20171

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.

06/11/2024
Date


Corporate Counsel
Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

DocuSigned by:

103E1CFA05054402

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	DLT Solutions, LLC		
Address:	2411 Dulles Corner Park, STE 800		
City:	Herndon	State: VA	Zip: 20171

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Lavanashell Johnson
Printed Name

Corporate Counsel
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None.			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: OMNIA Region 4 Software & Services (24-02)

VENDOR NAME: DLT Solutions, LLC

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. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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.

Digitized by
10011CFA59G4492

Signature

06/11/2024

Date

Lavanashell Johnson, Corporate Counsel

Print Name and Title

DPP Rev. 12.13.2021

DOC #7



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.)

DocuSigned by:
103E1CFA0554492

Signature of Vendor's Authorized Representative

Lavanashell Johnson, Corporate Counsel

Print Name and Title of Vendor's Authorized Representative

DLT Solutions, LLC

Vendor's Name

2411 Dulles Corner Park, STE 800

Vendor's Address (Street Address)

Herndon, VA 20171

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

06/11/2024

Date

54-1599882

Vendor's FEIN

800-262-4358

Vendor's Phone Number

866-708-6867

Vendor's Fax Number

sales@dlit.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

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/>

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

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

Name: Lavanashell Johnson

Title: Corporate Counsel

Signature:  _____

Date: 06/11/2024



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: OMNIA Region 4 Software & Services (24-02)

VENDOR NAME: DLT Solutions, LLC

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.

DocuSigned by:
 10361CFA5054402

Signature

06/11/2024

Date

Lavanashell Johnson, Corporate Counsel

Print Name and Title