

Region 14 Education Service Center (ESC)

Contract # 01-164

for

Software Products and Services

with

DLT Solutions

Effective: May 1, 2023

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

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

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party 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.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

1. Tab 1 – Master Agreement & Signature Form

TD SYNEX Public Sector has provided redlined exceptions to specific terms in the Master Agreement in the table below:

Issue	Document	Page	Language
1	Competitive Solicitation by Region 14 Education Service Center for Software Products and Services on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance RFP # 07-23	7	<p>Section: Indemnity</p> <p>Issue: The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.</p> <p>Recommended Language: The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all 3rd party claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation.</p> <p>Agreed</p>

SIGNATURE FORM

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

DLT Solutions, LLC

Company Name

2411 Dulles Corner Park, Suite 800

Address

Herndon
City

VA
State

20171
Zip

703-709-7172
Telephone Number

N/A
Fax Number

ProgramManagement@dlt.com
Email Address

Steve Wells
Printed Name

Vice President
Position

Steve Wells

Authorized Signature

2. Tab 2 – NCPA Administration Agreement

As required by the RFP, TD SYNEX Public Sector agrees to execute the required Administration Agreement at time of award.

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and DLT Solutions ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-164, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Sarah Vavra
Name

Sr. Vice President, Public Sector Contracting
Title

5001 Aspen Grove
Address

Franklin, TN 37067
Address

DocuSigned by:

Signature

~~May 1, 2023~~ 5/24/2023 | 11:34 AM CDT
Date

DLT Solutions, LLC
Vendor Name

Steve Wells
Name

Vice President, Program Management
Title

2411 Dulles corner Park, Suite 800
Address

Herndon, VA 20171
Address

Steve Wells
Digitally signed by Steve Wells
Date: 2023.05.16 15:45:58
-04'00'
Signature

May 16, 2023
Date

3. Tab 3 – Vendor Questionnaire

TD SYNEX Public Sector has provided its response to the Vendor Questionnaire on the following pages.

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise

Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of _____,
State of _____.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person _____

Title _____

Company _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

3.1. Small Business, MWBE and HUB Growth

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.

4. Tab 4 – Vendor Profile

Company’s official registered name.

DLT Solutions, LLC

Brief history of your company, including the year it was established.

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 2021 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 Synnex Corporation to become TD SYNnex, creating the largest global IT distributor with a combined \$59.8B in revenue. Together, DLT and TD SYNnex, as TD Synnex 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 SYNnex 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 NCPA contract awards and more than 60 total contract vehicles across the public sector, TD SYNnex Public Sector 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 NCPA. This bid response will show that TD SYNEX Public Sector 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 payment, and reporting requirements.

Company's Dun & Bradstreet (D&B) number.

78-6468199

Company's organizational chart of those individuals that would be involved in the contract.

An organization chart supporting this requirement has been submitted as a separate attachment to this response document.

Corporate office location.

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

TD SYNEX Public Sector operates from a central office in Herndon, VA near Washington, D.C. The office address is:

2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

Key contacts for this contract are listed below. All contacts are based in the Herndon office identified above.

Eddie Franklin, Senior Vice President

(703) 709-7172 | Eddie.Franklin@TDSYNEX.com

Reyna Thompson, Senior Vice President

(703) 709-7172 | Reyna.Thompson@TDSYNEX.com

Chris Dewey, Senior Vice President of Sales

(703) 708-9608 | Chris.Dewey@dlt.com

Steve Wells, Vice President, Program Management

(703) 773-8988 | Adam.Pritchard@dlt.com

Adam Pritchard, Cloud Program Manager

(703) 773-8988 | Adam.Pritchard@dlt.com

Thomas Mahoney, Vice President of Marketing

(703) 773-1173 | Thomas.Mahoney@dlt.com

Define your standard terms of payment.

TD SYNnex Public Sector's standard payment terms are Net 30 Days after receipt of invoice.

Who is your competition in the marketplace?

As an aggregator of IT solutions to the public sector, TD SYNnex Public Sector's primary competitors are Carahsoft and immixGroup, Inc.

Provide Annual Sales for last 3 years broken out into the following categories:

- **Cities / Counties**
- **K-12**
- **Higher Education**
- **Other government agencies or nonprofit organizations**

TD SYNnex Public Sector's response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it 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.

TD SYNnex Public Sector has provided sales figures according to its internal reporting standards. The sales period covered by the data below is January 1, 2020 – December 31, 2022:

- State and Local ~
- Education (K-12, Higher Ed)
- Non-Profit Organizations ~

Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

What differentiates your company from competitors?

TD SYNnex accelerates Public Sector growth for technology companies. Since 1991, DLT Solutions (now TD SYNnex 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. TD SYNnex Public Sector 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. TD SYNnex Public Sector is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers.

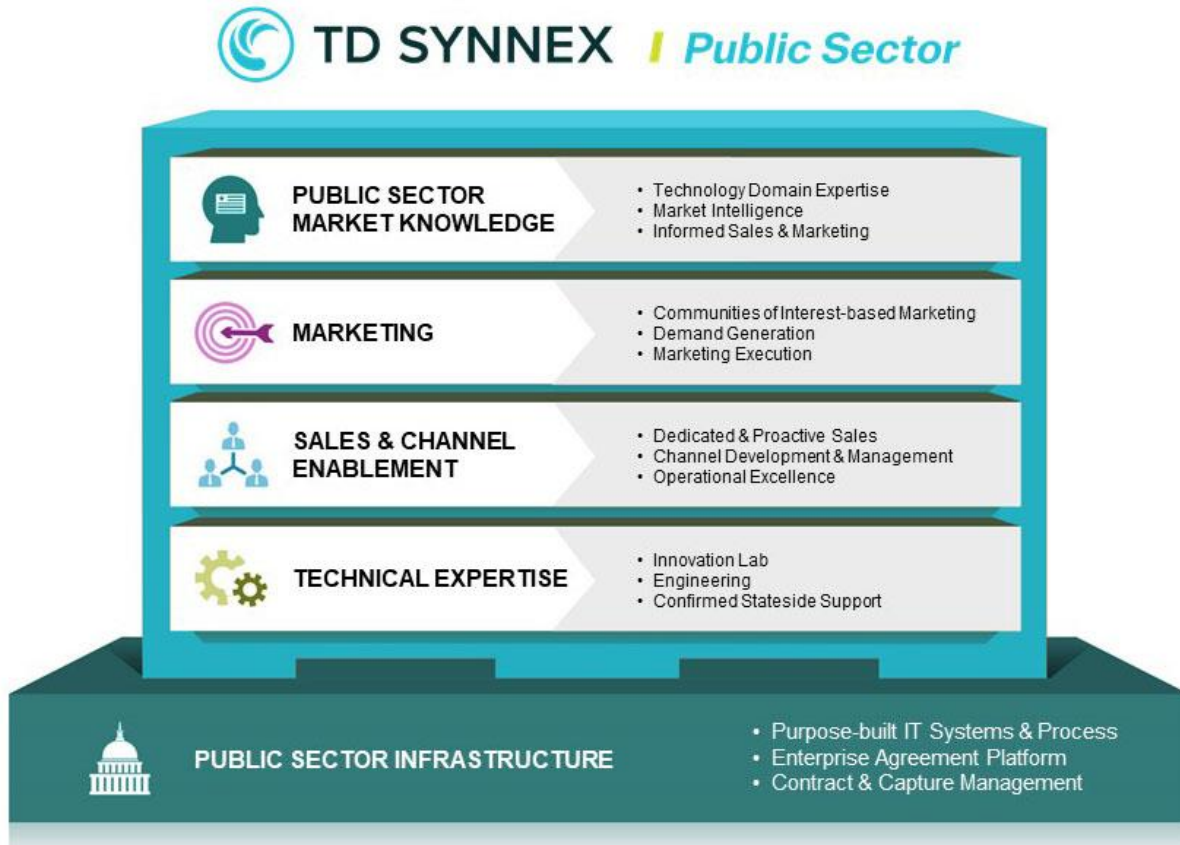
TD SYNnex Public Sector's go-to-market expertise is focused on six core technology domains; Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology partners, customers, and vendors go to market. TD SYNnex Public Sector 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 2022 bookings across more than 24,000 customer delivery orders.

TD SYNnex Public Sector 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, TD SYNnex Public Sector confidently supports public sector clients with the technology they need, when they need it.

Currently, TD SYNnex Public Sector has more than 280 employees at our offices in Herndon, Virginia, including approximately 150 sales representatives.

Based on TD SYNnex Public Sector's deep investments to support our manufacturer partnerships, TD SYNnex Public Sector 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, TD SYNnex Public Sector 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.

TD SYNnex Public Sector'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 TD SYNnex Public Sector 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 TD SYNnex Public Sector business model.



Public Sector Market Knowledge

TD SYNnex Public Sector 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 TD SYNnex Public Sector enables our Client and Partner demand creators with a mission-oriented sales approach.

CTO Office

TD SYNnex Public Sector 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 TD SYNnex Public Sector 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. TD SYNnex Public Sector’s 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. TD SYNnex Public Sector 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

TD SYNnex Public Sector's Marketing programs generate demand and increase brand awareness for our Clients and Partners among government Customers. We take TD SYNnex'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.

TD SYNnex Public Sector's Marketing team is strategically organized around the following core competencies:

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

TD SYNnex Public Sector 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

TD SYNnex Public Sector's 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 TD SYNnex Public Sector's 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, TD SYNnex Public Sector 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. TD SYNnex Public Sector generates demand through multiple avenues.

Content Creation

TD SYNnex Public Sector 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 drive thought leadership in the market and Customer interest for Clients and Partners.

TD SYNnex Public Sector 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. TD SYNnex Public Sector 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. TD SYNnex Public Sector’s new booth structure enables the inclusion of multiple channel Partners and their branding. TD SYNnex Public Sector will also leverage our industry organization memberships in the SLED community to provide broader access for content to government end users. For our events, TD SYNnex Public Sector would pair a TD SYNnex Public Sector 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

TD SYNnex Public Sector’s 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 forces, 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 are myriad methods to bring your product to market – TD SYNnex Public Sector’s sales and channel management professionals are prepared and ready to support the full breadth of possible business opportunity.

Technical Expertise

TD SYNnex Public Sector’s Engineering staff provides our Clients and Partners 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 fulfilment role, TD SYNnex Public Sector is invested in our Partners’ and clients’ technology to ensure adoption, success and satisfaction at the customer level.

TD SYNnex Service Center

The TD SYNnex Public Sector 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 SYNnex 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.)

TD SYNnex Public Sector’s 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 TD SYNnex Public Sector 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

TD SYNnex Managed Services

The TD SYNnex Public Sector Managed Services offering comprises the proven TD SYNnex Public Sector management methodology and suite of tools, coupled with TD SYNnex Public Sector vendor-certified engineering oversight, allowing users the ability to have TD SYNnex Public Sector 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. TD SYNnex Public Sector 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. TD SYNnex Public Sector Managed Services also provides our Customers with ongoing managed services including support, monitoring and maintenance to ensure continuity and consistency within your cloud environment.

Public Sector Infrastructure

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. TD SYNEX Public Sector is a prime contractor on more than 50 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.

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 TD SYNEX Public Sector 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 TD SYNEX Public Sector team is ready to transact business. TD SYNEX Public Sector 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 TD SYNEX Public Sector Enterprise Agreement Platform converges the power of the TD SYNEX Public Sector 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 TD SYNEX Public Sector 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 TD SYNEX Public Sector product catalog and submit purchase and renewal requests directly through the Marketplace. Locate products by TD SYNEX Public Sector 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 TD SYNEX Public Sector 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 TD SYNEX Public Sector 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.

Describe how your company will market this contract if awarded.

As a current NCPA contract holder (NCPA Contracts 01-136, 01-81, and 01-87) TD SYNEX Public Sector will continue to build upon the successful marketing actions already in place to support the NCPA contract.

TD SYNEX Public Sector has a long history of successfully marketing to the public sector. TD SYNEX Public Sector’s proprietary marketing database holds 50,000 Higher Education contacts and 250,000 State and Local contacts, and our marketing team leverages a Communities of Interest strategy to create Program Families that predict likely buying patterns from our customers to inform future lead generation campaigns. The families are designed to predict a Buyer’s likely stage in the purchasing cycle that enables a flexible, successful sales approach to key targets based on their position in the cycle. TD SYNEX Public Sector will leverage this vast pool of customers to offer National Cooperative Purchasing Alliance

increased savings through product specials and promotions as well as increased exposure through targeted marketing and contract awareness campaigns.

TD SYNnex Public Sector's specific marketing plan for NCPA includes, but is not limited to, the following elements:

Public Relations: Upon award of the contract and approval from National Cooperative Purchasing Alliance, TD SYNnex Public Sector will create and distribute a press release announcing the addition of the Software Products and Services contract to our contract to all of our media contacts. TD SYNnex Public Sector will use the Software Products and Services contract wins to identify unique stories that can be turned into case studies and subsequent press opportunities.

TD SYNnex Website: TD SYNnex Public Sector will update the Contracts page on our website (<http://www.dlt.com/contracts>) to reflect the NCPA Software Products and Services information.

Trade Shows: TD SYNnex Public Sector will include the NCPA contract at trade shows and conferences and targeted events across the SLED marketplace.

Tech Days: In addition to participating in events hosted by third-party organizations, TD SYNnex Public Sector will develop direct events that highlight the NCPA contract offerings.

Webinars/Virtual Event: Over the years, TD SYNnex Public Sector has leveraged webinars to highlight and promote customer issues and the products/solutions that solve those issues. The webinars (one-off or series) are live and then hosted on-demand on our website. TD SYNnex Public Sector also hosts a live and on-demand virtual event focused on cybersecurity.

Email Campaigns: TD SYNnex Public Sector has invested heavily in Eloqua, an email marketing automation tool by Oracle. Using this tool, TD SYNnex Public Sector will create an ongoing email campaign highlighting the NCPA contract as well as information about events, tech days and any other pertinent news.

Advertising: TD SYNnex Public Sector will work with media outlets focused on the Federal government to advertise the NCPA contract. TD SYNnex Public Sector will also work with these outlets to leverage their lead generation programs.

Social Media/Web Marketing: TD SYNnex Public Sector is the leading vendor in the public sector in leveraging social media and pay-per-click (PPC) marketing to attract new business. TD SYNnex Public Sector will create a social media campaign targeted to 16,000+ followers on LinkedIn and Twitter to promote the NCPA contract. TD SYNnex Public Sector will also create PPC campaigns on Google, Bing and Yahoo using targeted keywords to promote the contract.

Sales Collateral: TD SYNnex Public Sector will create a one-page information sheet that highlights the NCPA contract and the products and services included on the contract. The information sheet will be available electronically. The printed version will be used as a follow-up to a sales call or any in-person events that TD SYNnex Public Sector hosts or attends.

Call Blitzes: The TD SYNnex Public Sector Sales team will conduct monthly call blitz days highlighting the NCPA contract. The call blitzes will be conducted in conjunction with email campaigns and will include 35-50 calls by each sales representative.

Describe how you intend to introduce NCPA to your company.

As a current NCPA contract holder (NCPA Contracts 01-136, 01-81, and 01-87), TD SYNEX Public Sector already promotes the NCPA cooperative to internal teams. The executive team will build upon this existing familiarity to maximize collective success for Region 14, NCPA, and TD SYNEX Public Sector on the new vehicle.

TD SYNEX Public Sector'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 NCPA/SLED strategy
- Engage with current prospects and funnel existing sales pipeline towards the NCPA Software vehicle
- Work to strengthen depth and breadth of initial award: liaise with additional Software Publishers in TD SYNEX Public Sector's network to add eligible providers to the NCPA Contract

Contracts/Programs

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

Sales force training in the TD SYNEX Public Sector organization is centralized through our corporate training program, TD SYNEX University. TD SYNEX 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 TD SYNEX Public Sector, and upon award the TD SYNEX Public Sector PMO team will develop a curriculum to educate the sales force on how to use and market the new contract. This course will serve to raise awareness of the NCPA contract, instruct reps in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

TD SYNEX Public Sector has a unique offering called the Enterprise Agreement Platform, which can enable online purchasing capabilities. This solution is currently deployed solely for federal customers, but TD SYNEX Public Sector has the ability to offer the program to SLED customers upon request. Certain products may also be available for purchase through the AWS Marketplace.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

The TD SYNEX Public Sector 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).

Green Initiatives (if applicable)

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

TD SYNEX 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 SYNEX'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 SYNEX also reports its environmental sustainability performance through CDP.

It is TD SYNEX's corporate policy to employ energy conservation at the TD SYNEX Public Sector headquarters in Herndon, VA wherever possible. TD SYNEX Public Sector recognizes the importance of practicing environmentally friendly behaviors to forge the way for a greener tomorrow. The employee-led TD SYNEX "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 TD SYNEX Public Sector's Go Green Committee reduces TD SYNEX Public Sector's carbon footprint by spearheading the following green initiatives:

- TD SYNEX Public Sector screens office equipment procurements to ensure that new equipment is EPEAT registered and Energy Star rated.
- TD SYNEX Public Sector 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.
- TD SYNEX Public Sector presented stainless steel water bottles as a holiday gift to all employees as a green alternative to paper cups.
- TD SYNEX Public Sector 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.

- TD SYNEX Public Sector encourages carpooling and helps employees connect with carpool prospects through the corporate Intranet.
- TD SYNEX Public Sector educates employees on energy consumption best practices, such as turning off desktop computers and monitors at night.

Anti-Discrimination Policy (if applicable)

- **Describe your organizations’ anti-discrimination policy.**

Please see the following pages for our Anti-Discrimination Policy.

Vendor Certifications (if applicable)

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Please see the following pages for our ISO Certification.

Responsible Department: Human Resources	Effective Date: February 28, 2020
Date Last Approved: February 28, 2020	Approved By: <i>Bob & Sumit</i>
Date Last Reviewed: February 28, 2020	Date: February 28, 2020

Anti-Discrimination, Anti-Harassment and Non-Retaliation Policy

Policy

Discrimination, harassment, and retaliation will not be tolerated at Tech Data. We are committed to providing colleagues with an environment free of any form of discrimination, harassment, or retaliation. Anyone who witnesses misconduct must speak up and will be protected against retaliation if the report was made in good faith.

Scope

This Policy applies to all officers, directors, colleagues, trainees, seconded staff, student interns, subcontractors, temporary employees and agents performing services on behalf of Tech Data, any subsidiary or their employees, wherever located.

What does this policy mean to you?

This Policy provides an overview of behaviors that are considered discrimination, harassment, and retaliation, along with what you should do if you witness or suspect misconduct. Tech Data takes all reports of misconduct seriously. Colleagues who violate this Policy will face discipline, up to and including termination.

Definitions

Discrimination: Treatment or making a distinction in favor of or against, a person based on the group, class, or category to which that person belongs to such as, but not limited to:

- Gender
- Race or skin color
- National origin
- Age
- Marital status
- Religion
- Veteran or military status
- Sexual orientation
- Gender identity
- Mental or physical disability
- Any other protected category, including genetic predisposition to a disease

Harassment: Verbal or physical conduct, as well as communications (emails, instant messages, texts, etc.) that insults, intimidates or shows hostility toward an individual because of their group, class or category that creates an intimidating, hostile, or offensive working environment. Some examples of harassment may include epithets, slurs, jokes, posters, bulletins, or other conduct relating to a person's group, class, or category.

Hostile Work Environment: An environment in which there is serious misconduct involving harassment or discrimination that is against this Policy, our values, or our Code of Conduct.

Bullying: Bullying is a form of harassment. Repeated, physical or mental health-harming mistreatment of one or more persons by one or more people. It is verbally or physically abusive conduct that is threatening, humiliating, or intimidating; and/or interferes with work being completed.

Sexual Harassment: Sexual harassment is conduct of a sexual nature that is unwanted or inappropriate and includes the inappropriate promise of rewards in exchange for sexual favors.

Examples of sexual harassment include but are not limited to:

- Unwanted sexual advances

Responsible Department: Human Resources	Effective Date: February 28, 2020
Date Last Approved: February 28, 2020	Approved By: <i>Bob & Summitti</i>
Date Last Reviewed: February 28, 2020	Date: February 28, 2020

- Requests for sexual favors
- Conduct of a sexual nature when submission to such behavior is directly or indirectly seen as a term or condition of employment or employment-related benefits or opportunities
- Conduct of a sexual nature that has the purpose or effect of interfering with a colleague's work performance in an unreasonable way.
- Other verbal, visual, or physical acts of a sexual nature

A respectful work environment is free from intimidation, discrimination, harassment, and bullying. This includes any unwelcome conduct that creates an intimidating or offensive situation. Tech Data will not tolerate this conduct in any form. However, a personality conflict or other personal differences do not necessarily mean the behavior is a violation of this Policy. If you are unsure if a behavior is a violation of this policy, speak up so that the situation can be discussed and resolved.

Retaliation: Someone directly or indirectly causes another person undue hardship because they suspect that a colleague has made a report about them, assisted in an investigation or wronged them in some way.

Retaliation can include retribution for requesting medical leave, a leave of absence, raising concerns about the leadership team, raising concerns about business operations or raising any concerns about discrimination, or any forms of harassment. Protection from retaliation applies to good faith reports about any type of misconduct. Retaliation can take many forms such as coercion, intimidation, harassment, interference, discrimination, termination, demotion, reduction in hours, assigning undesirable tasks, bullying, or no longer involving colleagues in essential business tasks or meetings.

Tech Data will not tolerate acts of retaliation against anyone for reporting suspected misconduct in good faith or for participating in an investigation. A report made in good faith is one where the person making the report believes it to be genuine and true. Someone making a report does not need to have all the details when making a report but should provide as much information as possible. It is not a violation of this Policy to make a good faith report that turns out to be unsubstantiated.

A report where the reporter knows it to be false or malicious is a violation of this Policy. Colleagues that knowingly make false reports will face disciplinary action.

Making a Report

If a colleague believes that he or she is being discriminated against, harassed, or retaliated against, or if he or she witnesses misconduct against someone else, the colleague should provide a written or verbal report, as soon as possible, to:

- His or her supervisor
- Human Resources
- The Ethics and Compliance department
- An Ethics Advisor in your location
- [Tech Data's Ethics Line](#)

Responsible Department:	Human Resources	Effective Date:	February 28, 2020
Date Last Approved:	February 28, 2020	Approved By:	<i>Bob & Summitti</i>
Date Last Reviewed:	February 28, 2020	Date:	February 28, 2020

The report should include details of the incident(s), including names of individuals involved and witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, images, etc.). Any additional information or evidence that can be provided will aid in the investigation into the misconduct.

All incidents that are reported will be investigated. The Company will document the situation in writing and endeavor to protect the privacy and confidentiality of all parties involved to the extent possible, consistent with a thorough investigation.

Consequences for Violating this Policy

Any colleague who is determined to have engaged in discrimination, harassment, or retaliation in violation of this Policy will be subject to disciplinary action up to and including termination of employment.

Whom to Contact

Questions on this Policy should be directed to Human Resources, Ethics and Compliance, or your manager.

G-CERTI *certificate*

hereby certifies that

DLT Solutions, LLC

2411 Dulles Corner Park, Suite 800 Herndon, Virginia 20171, USA

meets the Standard Requirements & Scope as following

ISO 9001:2015 *Quality Management Systems*

The provision and support of quality services in the areas of IT Product Aggregation and Technology Solution Services to customers in the US Federal Government, State, and Local governments and higher education markets

Certificate No : GIUS-1033-QC

Initial Date : 12. Sep. 2019

Expiry Date : 11. Sep. 2025

Issue Date : 25. Jul. 2022

Valid period : 12. Sep. 2022 ~ 11. Sep. 2025

Signed for and on behalf of GCERTI
President I.K.Choi



To verify the validity of this certificate please visit : www.gcerti.com
Korea, Seoul, Eunpyeong-gu, Eunpyeong-ro, 88, 15F. Surveillance audits shall be conducted at least once a calendar year, except in recertification years. This is to certify that the Management Systems of this company has been found to confirm to the above. If the certified client does not allow surveillance, recertification audits, certificate should be returned to GCERTI. This certificate remains the property of GCERTI and this certificate is recognized by GCERTI.



5. Tab 5 – Products and Services

TD SYNnex Public Sector has provided pricing for the following software manufacturers as part of its offer. As required by the RFP, TD SYNnex will provide a warranty for all products and services in accordance with the relevant manufacturer’s standard commercial warranty. End User License Agreements (with any applicable warranties) have been provided for each manufacturer as separate attachments. TD SYNnex Public Sector has also provided relevant Letters of Authorization for each manufacturer as separate attachments.

Listed below are the the manufacturers TD SYNnex Public Sector is responding with:

Manufacturer	Discount from Current MSRP
Apptio, Inc.	2%
BitSight Technologies, Inc.	2%
Checkmarx	2%
CrowdStrike	2%
Devo Technology, Inc.	2%
Infor	2%
LogRhythm, Inc.	2%
MicroStrategy	2%
Netbrain Technologies, Inc.	2%
NetDocuments	2%
OneStream Software, LLC	2%
Oracle America, Inc.	2%
Pluralsight Holdings, LLC	2%
Polarity	2%
Progress Software Corporation	2%
Smarsh	2%
Tripwire	2%

6. Tab 6 – References

- ◆ **Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.**
- ◆ **All references should include the following information from the entity:**
 - **Entity Name**
 - **Contact Name and Title**
 - **City and State**
 - **Phone**
 - **Email**
 - **Years Serviced**
 - **Description of Services**
 - **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

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	~\$1,000,000

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	~\$50,000,000

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	~\$1,200,000

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	~\$3,100,000

7. Tab 7 – Pricing

- **Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.**
- **Price lists must contain the following:**
 - **Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).**
 - **Description**
 - **Vendor’s List Price**
 - **Percent Discount to NCPA participating entities**
- **Not To Exceed Pricing**
 - **NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.**
 - **The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.**
 - **NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.**

As instructed in the RFP, TD SYNEX has submitted an electronic price as a separate attachment via the Bonfire portal. Please note that all warranty information for the products offered is addressed in Tab 5 of this response.

8. Tab 8 – Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

TD SYNnex Public Sector's extensive network of supplier relationships would provide NCPA with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the NCPA 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.

TD SYNnex Public Sector 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. For informational purposes only, we have included TD SYNnex Public Sector's Strategic Line Card on the following page as a contract value add. TD SYNnex Public Sector 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.



2022-2023

Contract Vendor Matrix

ACCELERATING PUBLIC SECTOR GROWTH FOR TECHNOLOGY COMPANIES



A TECH DATA COMPANY

For more information
on products or to
purchase a product,
visit dlt.com/purchase.

Contract Vehicle

Header table listing vendors: Akamai, Amazon Web Services, AppDynamics, Appian Corporation, Arbor Networks, ARCHIBUS, Arcserve, Aurigo, Autodesk, Automation Anywhere, Azul Systems, BitSight, Blackboard, BMC Software, Checkmarx, Clusterwatch, Cribl, CrowdStrike, Devo, Dynatrace, FireMon, Galvanize, Hazelcast, HyperScience, IBM, Illumio, Infor, Informatica, IntelliSite, Intenda, Janes Group US, LogRhythm, McAfee, Medallia, Menlo Security, Microsoft, NetStrategy, NetScout, Nuix, One Identity, OneStream, Oracle, Orck Technology, Polarity, Quest Software, Rancher Federal, Red Hat, Red Hat.EDU, Red Hat:IM, Snyk, Sumo Logic, Tableau Software, Team Cymru, Telos, Tripwire, Uptake Technologies, Zettaset.

Federal

Government-Wide Acquisition Contracts (GWACs)

Table with 4 rows: 2GIT, CIO-CS, GSA Multiple Award Schedule, ITES-SW2, SEWP V. Columns correspond to vendors.

Department of Defense ESI Contracts

Table with 19 rows listing various Department of Defense ESI contracts such as Department of Defense Autodesk ESI, Department of Defense McAfee ESI, etc.

Agency-Specific Contracts

Table with 8 rows listing agency-specific contracts like Department of Commerce Tableau Agency Catalog, Department of Labor Red Hat BPA, etc.

State, Local, and Education

SLED-Wide Collaboration Contracts

Table with 20 rows listing SLED-wide collaboration contracts like NCPA Multi-State Multi-Vendor IDIQ, NCPA Multi-State Multi-Vendor Data Storage IDIQ, etc.

State Contracts

Table with 15 rows listing state contracts like State of California Multiple Award Schedule (CMAS), Commonwealth of Kentucky Multi-Vendor Master Agreement, etc.

Local Contracts

Table with 4 rows listing local contracts like King County, WA AWS IDIQ, City of Los Angeles, CA Autodesk Software IDIQ, etc.

Education Contracts

Table with 3 rows listing education contracts like Internet2 AWS, Radford University Red Hat IDIQ, University of Mary Washington AWS IDIQ.

Need more information or to talk through specifics?

Visit dlt.com/contracts or email pmo@dlt.com



2411 Dulles Corner Park, Suite 800, Herndon, VA 20171

Main: 800.262.4358 | eFax: 703.709.8450

dlt.com

9. Tab 9 – Required Documents

As instructed in the RFP, TD SYNEX has provided the required documents signed and included them on the following pages:

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Federal Required Signatures
- Antitrust Certification Statements

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a 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 and Offeror 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.
- (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 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
- (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 601.3 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.

(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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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

(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).

- 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

(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 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

- (l) 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 (l) 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 AntiLobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for 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.
 - 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

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).

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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial 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. This right of access will last only as long as the records are retained.

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.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor

agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, 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.

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

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 bid, 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 bid, 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 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.

Company Name	DLT Solutions, LLC
Address	2411 Dulles Corner Park, STE 800
City/State/Zip	Herndon, VA 20171
Telephone Number	800-262-4358
Fax Number	N/A
Email Address	sales@dlt.com
Printed Name	Elizabeth White
Title	Senior Director of Contracts and Corporate Counsel

Authorized Signature _____

DocuSigned by:

180302070000

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>