

Region 4 ESC
Contract # R220802

for

Total Cloud Solutions

with

Ingram Micro Public Sector

Effective: October 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center (“ESC”), and Ingram Micro Public Sector effective October 1, 2022:

- I. Appendix A, Supplier Contract
- II. Offer & Contract Executed Signature Form
- III. Supplier’s Response to the RFP, incorporated by reference.

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APPENDIX A
CONTRACT

This Contract ("Contract") is made as of June 28, 2022 by and between Ingram Micro Public Sector LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

A. **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

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

K. TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- a. Providing material that does not meet the specifications of the Contract;
 - b. Providing work or material was not awarded under the Contract;
 - c. Failing to adequately perform the services set forth in the scope of work and specifications;
 - d. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - e. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - f. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving

such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. **Refer to Appendix B**
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
[Refer to Appendix B](#)

- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any

litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name Ingram Micro Public Sector LLC

Address 10900 Pump House Road, Suite B

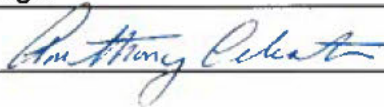
City/State/Zip Annapolis Junction, MD 20701

Telephone No. 301.957.9011

Email Address tony.celeste@ingrammicro.com

Printed Name Anthony Celeste

Title General Manager

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R220802

Initial Contract Term October 1, 2022 to September 30, 2025


Region 4 ESC Authorized Board Member

6/28/2022
Date

Carmen T. Moreno
Print Name


Region 4 ESC Authorized Board Member

6/28/2022
Date

LaVerie Wise
Print Name

Appendix B - TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*
- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

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

Redacted information pertains to the national competent and was negotiated directly with OMNIA Partners

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
[REDACTED]	[REDACTED]	[REDACTED]	

<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	
<p>RFP, Page 10, 22 Samples</p>	<p>Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the</p>	<p>Samples: Upon request and when reasonable Supplier will negotiate with end user on a case-by-case basis the availability of Samples or Proof of Concept Equipment due to the broad scope and diverse product mix. Samples or Proof of Concept Equipment will be in accordance with OEM vendors sample policy.</p>	<p>Accepted</p>

	costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.		
Appendix A, Page 2, Section 10 Adding Authorized Distributors/Dealers	Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC.	Authorized Dealers and resellers submitted and approved on contract by Region 4 ESC will be allowed to receive Purchase orders and payments directly from authorized buyers.	Accepted
Appendix A, Page 4, Section 14 Delivery	Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit.	Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Items 1) and 2) above to not apply to deal registration, Volume Discounted or MEET Competition Pricing.	Accepted with prior notification to Region 4
Appendix A, Page 5, Section 22 Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	All supplies, equipment and services shall include manufacturer's minimum standard warranty.	Accepted

2. Products and Services/Pricing

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

Acknowledged and affirmed.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

DISCLAIMER FOR PRICE FILES: Ingram Micro offers the complete suite of Amazon Web Services (AWS), Microsoft, Google Cloud Platform (GCP) (Education only) and IBM Cloud services and offerings. For any item not contained within the attached product catalogues please contact the Ingram Micro Contract Manager for current pricing. Ingram has provided pricing based on a discount from MSRP as a digital file only.

Ingram Micro Public Sector will work with purchasing entities to identify the most cost effective and efficient model for services based on their unique needs and requirements.

Price List Chart

Please refer to the price list on the following pages.

Manufacturer	Product Set	Discount Offered Region 4 ESC/Omnia	Contract Fee and Notes
Google	Google Cloud Platform (GCP) & Google Workspaces	2.0%	The pricing does not include credits (including promotions, sustained use discounts, committed use discounts, or spending based discounts)
AWS	AWS service consumption including but not limited to Infrastructure as a Service, Platform as a Service, and Software as a Service offerings	1.5%	Request for lower standard contract fee negotiated for entire line.
AWS	AWS Marketplace purchases for non-AWS items	0%	will make them available at AWS Marketplace prices as a value-add (and will not be subject to contract related fees).
Microsoft CSP	Azure, Modern Workplace & Dynamics 365	2.0%	Only Azure regions for US are eligible for purchase by OMNIA Members. Please contact your Ingram Micro Cloud Agent for Azure Gov Cloud estimates.
Microsoft CSP	Charity Segment for Azure, Modern Workplace & Dynamics 365	0%	Products provided under the Charity Segment will be sold at 0% discount.
IBM Cloud	IBM Cloud consumption	2.0%	Overages billed at full list MSRP (i.e no discount) unless IBM opens a ticket in which case can be billed at subscription rates. <u>Post Sales Support:</u> <u>Annual Commit of \$201+:</u> MSRP is 10% of cloud invoice at list price, minimum monthly List MSRP is \$201. Overages are billed at full list MSRP <u>Annual Commit of \$10,000-\$11,250:</u>

MSRP is 10% of invoice at list price, minimum monthly is \$10,000. Overages are billed at full list MSRP

Annual Commit of \$11,250+:

MSRP is 10% of invoice at list price, minimum monthly is \$10,000. Overages are billed at full list MSRP

Ingram Micro Professional Services	Migration Services, IaaS Managed Services, IaaS Cost Optimization Services, Azure Security Service, AWS Well Architected, AWS Foundational Technical Review, AWS Reserve Instance Management	2.0%	Priced per engagement
Additional Value Add Products & Services	Ingram's Expanded Line Card of Vendor Products and Services	2.0%	There will be products and services that will need a lower standard contract fee negotiated due to margin propositions. Some on entire lines others on individual products.

Professional Services Pricing

For Cloud Services with daily or variable rates, our Professional Services team will work to arrive at an agreed level of effort. This level of effort will be represented in a total number of days, represented by a fixed price for the agreed service. **Omnia Members will receive at least a 2% discount on professional services pricing as listed below.**

iii. **Public Cloud Service Providers (CSPs) – For each CSP your company is authorized to resell please:**

a) **Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.**

Microsoft Azure: An accredited third-party assessment organization (3PAO) has attested that Azure cloud services conform to the NIST CSF risk management practices, as defined in the Framework for Improving Critical Infrastructure Cybersecurity, Version 1.0, dated February 12, 2014. The Azure NIST CSF control mapping demonstrates alignment of the Azure FedRAMP authorized services against the CSF Core. In the course of this assessment, Microsoft also leveraged the NIST CSF Draft Version 1.1, which includes guidance for a new Supply Chain Risk Management category and three additional subcategories. Moreover, Microsoft has developed a NIST CSF Customer Responsibility Matrix (CRM) that lists all

control requirements that depend on customer implementation, shared responsibility controls, and control implementation details for controls owned by Microsoft. You can download the NIST CSF CRM from the Service Trust Portal Blueprint section under NIST CSF Blueprint.

AWS: AWS Cloud infrastructure and services have been validated by third-party testing performed against the NIST 800-53 Revision 4 controls, as well as additional FedRAMP requirements. AWS has received FedRAMP Authorizations to Operate (ATO) from multiple authorizing agencies for both AWS GovCloud (US) and the AWS US East/West Region.

Google: The National Institute of Standards and Technology (NIST), within the U.S. Department of Commerce, creates standards and guidelines pertaining to information security. NIST developed Special Publication 800-53 (NIST SP 800-53) to build on statutory responsibilities laid out in the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, which is a federal law that requires U.S. government agencies to create, review, and report on agency-wide practices that prioritize information security. NIST 800-53 mandates specific security and privacy controls required for federal government and critical infrastructure. Through an independent, third-party assessment, Google Cloud has received an attestation letter confirming that a subset of our Google Cloud Platform and Google Workspace services are operating in compliance with NIST 800-53 controls.

<https://cloud.google.com/security/compliance/nist800-53#:~:text=NIST%20developed%20Special%20Publication%20800,on%20agency%2Dwide%20practices%20that>

IBM: IBM Cloud Framework for Financial Services currently applies controls (US NIST 800-53 with IBM financial services guidance) to IBM Cloud services, IBM software, and third-party ISV and SaaS providers that provide a common control approach that can be mapped to regulatory guidelines worldwide. This solution platform and ecosystem program is built on an industry-informed framework of controls, architectures, and operations that mitigates systemic risk in using the IBM public cloud for mission-critical workloads with client-sensitive data.

b) Provide proof of your company's authorization to resell

- **For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come for CSP**

Please see the Letters of Authorization (LOAs) that have been included within Tab 7 of this proposal.

- **For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel**

Please see the Letters of Authorization (LOAs) that have been included within Tab 7 of this proposal.

c) Copy of (or link) any current CSP Service Level Agreement (SLA)

AWS: [AWS Service Level Agreements \(amazon.com\)](https://aws.amazon.com/service-credits/)

Microsoft Azure: <http://azure.microsoft.com/support/legal/sla/>

Google: [Google Cloud Platform Service Level Agreements](https://cloud.google.com/terms-of-service/)

IBM: <https://www.ibm.com/support/customer/csol/terms?id=i126-9268&lc=en>

d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP

Each CSP has terms, conditions, and requirements related to the resale of their service which would not be negated by Ingram Micro Public Sector and OMNIA Partners entering into a strategic agreement <https://us.cloud.ibm.com/legal/>

In addition to the language below, please refer to the Flow Down Terms under Tab 7.

e) CSA STAR Self-Assessment

- **All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.**

AWS: [STAR Registry Entries for Amazon | CSA \(cloudsecurityalliance.org\)](https://cloudsecurityalliance.org/STAR/entries/amazon/)

IBM: [STAR Registry Entries for IBM Cloud | CSA \(cloudsecurityalliance.org\)](https://cloudsecurityalliance.org/STAR/entries/ibm/)

Microsoft: [STAR Registry Entries for Microsoft | CSA \(cloudsecurityalliance.org\)](https://cloudsecurityalliance.org/STAR/entries/microsoft/)

Google: [STAR Registry Entries for Google | CSA \(cloudsecurityalliance.org\)](https://cloudsecurityalliance.org/STAR/entries/google/)

***Private Cloud Infrastructure* - Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:**

a) Specify how its solutions are relevant to private cloud infrastructure

Ingram Micro offers public cloud provider offerings (referenced above) as a means by which to build private cloud infrastructure with security technologies and practices suitable for each OMNIA Member requirements. As such, we are not offering Private Cloud Infrastructure beyond what is offered by public cloud providers.

IBM

IBM offers cloud infrastructure that can be deployed as a private cloud. Part of IBM's solution involves deployments of cloud services on other private clouds and on-premises. Ingram Micro is not offering private cloud from a co-location\ hybrid cloud provider but as

noted, this functionality can be configured as needed to achieve your private cloud infrastructure goals.

Microsoft

Microsoft Azure services and supports private cloud capabilities. Private cloud computing gives businesses many of the benefits of a public cloud - including self-service, scalability, and elasticity - with the additional control and customization available from dedicated resources over a computing infrastructure hosted on-premises. In addition, private clouds deliver a higher level of security and privacy through both company firewalls and internal hosting to ensure operations and sensitive data are not accessible to third-party providers. Ingram Micro is not offering private cloud from a co-location\ hybrid cloud provider but as noted this functionality can be configured as needed to achieve your private cloud infrastructure goals.

AWS

Amazon Web Services offers the ability to develop a private cloud environment. The benefit of a Virtual Private Cloud (VPC) is that it allows customers to provision a private, isolated section of the Amazon Web Services (AWS) Cloud where they can launch AWS resources in a virtual network using customer-defined IP address ranges. Amazon VPC also provide customers with several options for connecting their AWS virtual networks with other remote networks. Ingram Micro is not offering private cloud from a co-location\ hybrid cloud provider but as noted, this functionality can be configured as needed to achieve your private cloud infrastructure goals.

GCP

Google Cloud Platform offers the ability to utilize Google Cloud Virtual Private Cloud (VPC) to provide a private cloud environment. Networking functionality to Compute Engine virtual machine (VM) instances, Google Kubernetes Engine (GKE) containers, and the App Engine flexible environment deliver networking for your cloud-based services at a global scale. Also, it automatically scales your app up and down while also balancing the load. Ingram Micro is not offering private cloud from a co-location\ hybrid cloud provider but as noted this functionality can be configured as needed to achieve your private cloud infrastructure goals.

b) Provide proof of your company’s authorization to resell

- **Proof of authorization to resell may come from either the CIP or an authorized distribution channel**

Included within Tab 7 are Letters of Authorization from each of the OEMs listed above: IBM, Microsoft, AWS, and Google.

Ingram Micro, as a distributor of CSP providers, passes the terms and conditions and stated customer agreements from each CSP through the authorized vendor channel.

Ingram Micro does not alter the customer agreement from each CSP and may have additional terms required by each CSP as part of their authorized distribution channel program.

Cloud Application – Describe your capability and approach to:

- 1. Modernizing and migrating legacy applications to run on Customer clouds**
- 2. Developing and deploying new applications to run on Customer clouds**

Identifying and managing IaaS/PaaS opportunities and workloads can be challenging. Ingram Micro Cloud offers end-to-end cloud Migration services and Deployment services to help partners enable opportunities, depending on their need, the workload targeted, and the partner's level of maturity. The Ingram Micro Cloud Infrastructure Lifecycle Services matrix on the following page summarizes our approach, capabilities, features, and benefits of our Cloud Application offerings: (Please refer to the chart on the following page.)

Discovery & Assessment	Architecture & Design	Proof of Concept	Migration
<p>Discovery & Assessment (D&A) services help you better understand, classify, and size opportunities of existing workloads, creating a roadmap that results in a faster progression to Azure, AWS and GCP and faster consumption.</p>	<p>Architecture & Design (A&D) services to assist partners with a 3-or- 5-day architecture design effort to ensure best practices supporting a specific app or workload.</p>	<p>Proof of Concept (PoC) enables partners to mitigate risks by evaluating a particular workload in Azure, AWS or GCP to assess elements like scalability, operational effectiveness, DevOps and latency before a workload migration.</p>	<p>Migration services provide partners with numerous flexible options to easily move customer workloads to single or multiple clouds, either using first-party tools or other partner tools for more specific migration needs.</p>
<ol style="list-style-type: none"> Complete technical resources to assist with D&A Our Pre-Sales solutions architects will deliver discovery/consultation services and assist resellers at no up-front cost. 	<ol style="list-style-type: none"> 3- or 5-day services for fixed daily fee Includes logical architecture diagram, physical architecture diagram, Larger/complex workloads to be delivered in person while simpler workloads virtually 	<ol style="list-style-type: none"> Fixed daily fee Typical POC effort is 3 weeks Ingram Sales Engineer will assist, virtually and on site as needed 	<ol style="list-style-type: none"> Choose from offerings from trusted ISV or Pro Services partners (Azure, AWS, GCP Site Recovery & Corent SurPaaS MaaS) Some tools coupled with other valuable services
<ol style="list-style-type: none"> Results in faster progression to Azure, AWS or GCP leading to faster consumption Fixed fee per server bundle/workload makes budgeting simple 	<ol style="list-style-type: none"> Helps protect partner acquisition costs Drives bigger/more complex workloads to Azure, AWS or GCP 	<ol style="list-style-type: none"> Ensures higher success rate in Azure, AWS and GCP. Helps ensure stability with the workload Enables bigger/more complex workloads to Azure, AWS or GCP stimulating consumption. 	<ol style="list-style-type: none"> Speeds workload migrations to Azure, AWS and GCP Mitigates risk for partners Reduces overall friction in the sales cycle

Managed Cloud Services – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds

Ingram Micro Cloud Professional Services are a workbench for infrastructure-as-a-service (IaaS) and Platform-as-a-service (PaaS) for partner provided MSP services to help them with migrating and modernizing their customers' infrastructure. It also aids them in managing and optimizing targeted workloads on the cloud to offer a better experience for customers. These services can be accessed by Ingram Micro's OMNIA authorized dealers and are designed help partners decrease the risk associated with complex migrations, reduce the total cost of ownership, tackle IaaS opportunities with end-to-end delivery capabilities and offer a better experience for end customers. With a team of cloud experts to rely on for comprehensive support, partners can supplement their professional services offerings and have access to the services needed to build, support and grow IaaS/PaaS infrastructure required by OMNIA members.

The range of Ingram Micro Cloud Professional Services fall under three categories:

- **Assessment, Migration and Advisory Services**: Identify, architect, and migrate complex workloads to the cloud platform of choice.
- **Remote Cloud Infrastructure Management Services**: Provide different levels of support from basic help desk service to end-to-end support.
- **Cloud Optimization Services**: Analyze IaaS usage and spending to uncover areas of savings.

See the Ingram Micro Cloud – Professional Services Rate Table 2022 for pricing details.

Services – Describe any additional cloud services

Ingram Micro Cloud Professional Services Design and Architecture Specialization include D&A and POC services for:

- Virtual Desktop – AVD (FKA WVD), Citrix
- Serverless Architecture & API
- Advanced & Hybrid Networking Architecture
- Automation & Templating for DevOps
- Containerization & Hyper-Scaling
- Security Architecture
- Big Data

Please note: Ingram Micro Cloud is evaluating adding Machine Learning and IoT Architectures and will amend our offerings when they become available.

iv. Is pricing available for all products and services?

Ingram Micro offers the complete suite of AWS, Microsoft, IBM Cloud & GCP (education only) services and offerings. For any item not contained within the attached product catalogues, please contact the Ingram Micro Contract Manager for current pricing.

v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members.

In addition to being Microsoft's largest provider of CSP services by revenue, we are also the only distributor to earn the Azure Gold-Certified Expert MSP designation. As a leading global distributor of AWS services, Ingram Micro has achieved 265 AWS certifications to ensure that we support our authorized dealers with the support they need to serve OMNIA Members.

vi. This number was skipped within the RFP.

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

Product warranties will be included as offered by each OEM (original equipment manufacturer) vendor. Enhanced/upgraded warranties may be available for an additional charge. Details of manufacturers' warranties are included with the proposed equipment descriptions. Return policies are determined by the OEM vendor.

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

The Ingram Micro Public Sector Omnia Contract Quote Desk is pleased to work with our authorized dealers to offer requesting agencies additional discounts and/or rebates for large quantity orders, single ship-to locations, growth, annual spend, and guaranteed quantity.

Ingram Micro Public Sector Contract Quote Desk will work with our authorized contract dealers to ensure that each agency utilizes the appropriate OEM vendor pricelist in cases where the requested OEM vendor has separate pricelists for education or government.

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

Ingram Micro Public Sector will offer a general use/generic login for the Ingram Micro Public Sector Cloud Marketplace that will reflect the Contract not-to-exceed price for Ingram Micro Public Sector's valuable cloud contract portfolio.

For items not provisioned through our Cloud Marketplace, Ingram Micro Public Sector is pleased to provide our authorized dealers the not-to-exceed Contract pricing along with the MSRP price to validate the appropriate price is being offered.

x. Describe payment methods offered.

Ingram Micro Public Sector Contract authorized dealers will be responsible for invoicing member agencies for products and services purchased on the Contract. Contract-authorized dealers offer net terms accounts, and many will accept credit cards/p-cards. Ingram Micro Public Sector provides our dealers with net terms as well as the ability to purchase via credit cards.

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

Ingram Micro Public Sector is pleased to offer the most robust portfolio of technology products and services in the industry, representing hundreds of top OEM vendors. Based on the sheer volume of OEM vendors on offer, Ingram Micro Public Sector cannot predict the frequency of updates to each OEM vendor's pricing structure. Ingram Micro Public Sector has, however, offered a Contract catalog discount structure designed to facilitate not-to-exceed Contract pricing for the vast majority of Ingram Micro Public Sector's valuable OEM vendor portfolio. Not all OEM vendors will choose to participate. We believe this approach offers agencies consistency and transparency. Also, this is the maximum price an agency will pay for a product or service purchased on contract.

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

Because Ingram Micro Public Sector has offered a Contract catalog discount structure designed to facilitate no-to-exceed Contract pricing for the vast majority of Ingram Micro Public Sector's valuable OEM vendor portfolio, future product introduction will naturally align to proposed Contract pricing.

xiii. Provide any additional information relevant to this section.

If Ingram Micro Public Sector is made aware of a pricing scenario that cannot be facilitated by the proposed Contract catalog discount structure, we will engage OMNIA for pricing guidance that aligns to Contract parameters.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Acknowledged and affirmed.

3. Performance Capability

Note: The questions immediately below are from RFP page 13 – “b) Performance Capability”. Following these questions and answers, Ingram Micro Public Sector has provided a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract materials.

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

Within the following pages Ingram Micro Public Sector has provided a detailed response to the questions in Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

- ii. **The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

Ingram Micro Public Sector has signed Appendix D, Exhibit B after having reviewed the Contract. Our response includes proposed exceptions to the OMNIA Partners Administrative Agreement on the Appendix B, Terms and Conditions Acceptance Form.

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

Ingram Micro Public Sector has completed Appendix D, Exhibits F – Federal Funds Certifications. We have not completed the forms within Exhibit G. New Jersey Business Compliance.

- iv. **Describe how Offeror responds to emergency orders.**

Ingram Micro Public Sector OMNIA Contract authorized dealers are able to place orders 24x7x365. Expedited shipping and will-call options are available.

- v. **What is Offeror’s average Fill Rate?**

Ingram Micro strives to maintain sufficient quantities of product inventories to achieve optimum order fill rates. Ingram Micro relies on historical run rates, vendor product life cycle plans, as well as customer forecasts to maximize fill rates and sell through. On a daily basis, the Ingram Micro buying staff receives updated inventory reporting that provide visibility to current inventory levels, historical run rates, backorders, and quantities on order. Also considered are elements of seasonality and product life cycle data, regional demand (proper inventory placement), customer breadth, and regression analysis to life cycle (seasonal curves). Globally, at any one time, Ingram Micro may hold several billion dollars’ worth of inventory which is used to achieve optimum fill

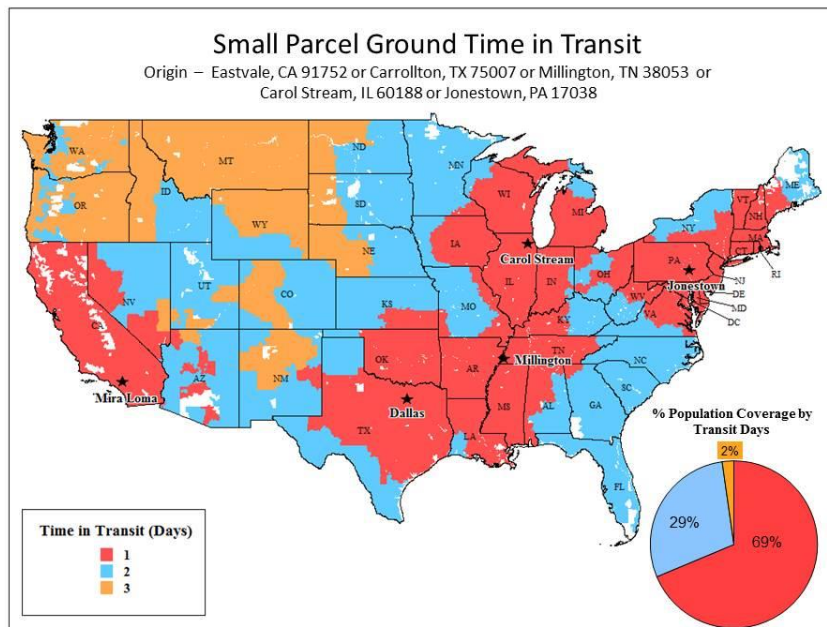
rates. It should be noted, however, that many of the products we sell ship directly from the manufacturers themselves and their supply chain issues may impact our ability to fill orders quickly.

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

a. Ingram Micro has a logistics engine that handles same day shipping worldwide with a greater than 99% rate of fulfillment accuracy. Their standard of performance is monitored daily in accordance with the following shipping metrics for products held in inventory:

- 99+% of orders are shipped the same day.
- 99+% of orders are shipped 100% complete.
- 99+% of orders are shipped 100% accurately.

Large percentage of outbound shipments are sent via small parcel shipments. As shown in the map below, utilizing Ingram Micro’s US network allows 98% of the US population to receive their small parcel products after only two (2) days in transit via ground transportation.



During the Covid pandemic, however, outbound carrier on-time delivery of small parcel shipment statistics has been markedly lower. Our 2022 goal is for 90.00% of on-time delivery of small parcel shipments; year to date, we have achieved a 90.82% for on-time deliveries. The total number for 2021 was 89.00%.

vii. Describe Offeror's return and restocking policy.

Shipments can include merchandise returned for different reasons, such as DOA vs. stock balancing, but a separate RMA number is required for each SKU and condition.

RMA Criteria

Customers can return products to Ingram Micro purchased from us within the previous 90 days provided the following criteria are met:

- Due to restrictions set by manufacturers, some vendors deviate from Ingram Micro's standard Stock Balance policy.
- The customer not currently have Stock Balance returns in excess of 15 percent of your previous 90 days' purchases. The percentage is calculated within each manufacturer code. One manufacturer may have multiple codes.
- The price on a Factory Sealed Stock Balance return will be the lower of either the reseller's last invoice price or current selling price.
- Prior to returning the product, the customer requested and received an RMA number from Ingram Micro Customer Service.
- Ingram Micro RMA numbers will expire after 20 calendar days from issuance. Any product(s) received after the Ingram Micro RMA number expires will be considered as over goods.
- The customer's account is current.
- The product is in resalable condition and is not damaged.
- The product is returned in its original manufacturer's packaging.
- Unauthorized products will be considered as over goods.
- The customer returns the product freight prepaid.
- A stock balancing return must be within the manufacturer's warranty policies, e.g., mass storage and memory products must be returned within 30 days of purchase to be eligible for stock balancing.

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

Ingram Micro Public Sector offers an aggregated platform of services designed to augment our dealer/customer capabilities in delivering a complete and integrated technology solution for the end user customer.

From multi-vendor presales design/technical/licensing support, nation-wide on-site implementation services, cloud migrations, security NOC (network operations center) services, to IT asset dissolution/decommissioning services we are the most complete technology provider in the world. Additionally, our OMNIA Contract authorized dealer offer valuable services that can benefit member agencies.

In addition to services available from valuable Ingram Micro Public Sector service teams, we are pleased to offer more than 435,000 warranty and service SKUs from our OEM vendors designed to uplift and augment standard warranties.

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

Ingram Micro Public Sector Customer Service Department

Ingram Micro's Customer Service Representatives are ready to assist our customers with any post-sales issues, including lost shipments, short shipments, damaged shipments, billing errors, stock balancing, defective product replacement, and shipping errors.

Before returning a product, customers must obtain a RMA (Returned Merchandise Authorization) number. RMA numbers are only valid for 20 days from issuance.

- Email coverage is from 9:00 AM ET to 6:00 PM ET
- Phone support from 11:00 AM ET to 4:00 PM ET
- Email: customer.service@ingrammicro.com
- Toll Free: (800) 274-4800

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

Ingram Micro Public Sector Contract authorized dealers will be responsible for invoicing member agencies for products and services bought on Contract. Generally speaking, Contract authorized dealers offer net terms accounts, and many will accept credit cards/p-cards. Ingram Micro Public Sector provides our dealers net terms as well as the ability to purchase via credit cards.

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

Ingram Micro Public Sector will aggressively promote the contract to our dealer base that focuses on state/local/education agencies and their respective technology needs. We will institute a dealer authorization requirement to ensure Contract-authorized dealers comply with Contract requirements. Ingram Micro Public Sector will also aggressively recruit Contract authorized dealers and teach them how to offer Contract products and services to SLED agencies.

xii. Describe the financial condition of Offeror.

Ingram Micro Public Sector leverage the full capabilities of Ingram Micro. With corporate revenues of over \$49B in 2020, Ingram Micro has a solid financial position. Our financial strength enables us to provide valuable credit to our customers, employing a disciplined approach to account management and credit worthiness. We also believe that we are well-positioned to support our growth initiatives in our IT distribution business and invest in incremental profitable growth opportunities. Finally, we believe our solid financial position provides us with a competitive advantage as a reliable, long-term business partner for our suppliers, resellers, and other customers. Ingram Micro publishes quarterly financial reports that can be viewed at:

<https://ingrammicro.gcs-web.com/financial-information/quarterly-results>

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

Ingram Micro Public Sector's e-commerce site: <https://usa.ingrammicro.com/Site/home>

Ingram Micro Public Sector's Cloud Marketplace site: <https://us.cloud.im/>

- xiv. **Describe the Offeror's safety record.**
Standard language; Not applicable to this RFP.

- xv. **Provide any additional information relevant to this section.**

As a global distributor of information technology products and an industry leader in supply chain management and logistics, Ingram Micro and its affiliates provides diverse, complete, and precise processes to ship, track, and manage information technology (IT) products. Our ability to manage the supply chain process, protect against counterfeit and tainted goods, and provide the broadest possible spectrum of technology products and services is unmatched by any broad-line distributor in the world today. Ingram Micro understands and tracks various legislative controls which demonstrate the recent trend toward reducing the risks of counterfeit, tainted, unauthorized, substitute or illicit products, and their associated entry into the technology landscape. The depth of these initiatives shows that the components of supply chain security for information technology systems extends well beyond the processes of acquiring systems from authorized sources and the associated logistics of transporting those systems.

To manage risks, we maintain our own Risk Management Information System which tracks, manages, and reports on business, operations, security, information, transportation, logistics, and claims associated with supply chain risks. This Risk Management Information System is one component of the management of risk and the associated policies and procedures that are implemented globally by Ingram Micro. The management of risk is reviewed regularly and is formally a part of our annual strategic planning process conducted at the executive level. Ingram Micro's strategic risks are reviewed by our executive committee. Of the various parts of our supply chain management initiative, risk activities are tracked and monitored throughout the incumbent audited processes.

Secure Supply Chain Certifications (C-TPAT II and TAPA Certifications)

Supply Chain security is a priority at Ingram Micro Public Sector. Examples of this include our parent company Ingram Micro's Customs Trade Partnership Against Terrorism (C-TPAT) Tier 2 certification, our security practices at our Advanced Logistics Centers, Master Service Agreements with our carriers stipulating rigorous security measures, Ingram Micro's Information Security ISO 27001 certification, and our participation in TAPA.

Customs Trade Partnership Against Terrorism (C-TPAT) is a U.S. Customs and Border Protection (CBP) initiative designed to strengthen and improve the international supply chain and U.S. border security. This joint government-business initiative is designed to build cooperative relationships that strengthen their overall supply chain and border security. C-TPAT certification is issued to participants only after meeting very strict government criteria. Ingram Micro is Tier 2 certified (Level 1 is the lowest certification, 3 is the highest). The supply chain is defined from the point of origin (manufacturer/supplier/vendor) through the point of distribution. C-TPAT Minimum Security Requirements include but are not limited to Business Partner Selection, Container Security, Physical Access Controls, Personnel Security, Procedural Security, Physical Security, Security Training and Threat Awareness and Information Technology (IT) Security. Ingram Micro has passed two re-certification audits by U.S. Customs since achieving Tier 2 status.

Ingram Micro and our vendor partners are engaged in supply chain security at a level that would be expected for technology-related products. Along with our C-TPAT tier 2 certification, 98% of our top 50 vendor partners that supply physical products are C-TPAT certified as well. The Transported Asset Protection Association (TAPA) is another area where Ingram Micro's facilities are either TAPA-certified or are TAPA-compliant and are in the process of being certified. Many of our vendor partners are also either TAPA certified or compliant.

Ingram Micro generally adheres to, and often exceeds, the various best practices and standards as outlined and published by the National Institute of Standards and Technology (NIST), the Customs-Trade Partnership Against Terrorism (C-TPAT), the National Defense Authorization Act (NDAA), Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), National Security Agency (NSA) Systems and Network Analysis Center (SNAC) guides, and various other domestic and international standards. The processes, methodologies, procedures, and corporate policies which protect the integrity of the supply chain have become an integral part of our operations, and span organizationally through the following integrated business divisions:

- Logistics, Transportation and Warehouse Management
- Risk Management
- Operations Management
- Information Security
- Vendor Management
- Sales Management
- Human Resources

These groups are collectively responsible for Ingram Micro's conformance with industry best practices, certifications, audits, and the application of supply chain security models. These best practices are a part of ISO/IEC Standards, certifications, internal audits, third-party audits, and other certifications. Ingram Micro's Supply Chain Risk Management process includes evaluating,

understanding, reducing, and mitigating risks in each element of the supply chain. Using the NIST IR 7622 as a frame of reference, Ingram Micro adheres to the following industry best practices:

- Uniquely identifies the Supply Chain Elements, Processes, and Participants.
- Limits Access and Exposure within the Supply Chain.
- Establishes and Maintains the Provenance of Elements, Processes, Tools, and Data.
- Shares Information within Strict Limits.
- Performs Supply Chain Risk Management Awareness and Training.
- Uses Defensive Design for Systems, Elements, and Processes.
- Performs Continuous Integrator Review.
- Strengthens Delivery Mechanisms.
- Assures Sustainment Activities and Processes.
- Manages Disposal and Final Disposition Activities throughout the System or Element Life Cycle.

Transported Asset Protection Association (TAPA) is a consortium of international manufacturers, logistics providers, carriers, law enforcement authorities and other stakeholders with the common goal of reducing losses in the supply chain. TAPA has more than 600 members in the Americas, Europe, the Middle East, Africa, and Asia. Ingram Micro is either TAPA certified or TAPA compliant in all of our North American Advanced Logistics Centers. The security requirements of TAPA have been approved worldwide as the industry standard for cargo operations and transportation security. TAPA is the industry leader in protection against high-value theft targeted (HVTT) and risk reduction of criminal activity in the supply chain.

TAPA certification includes, but is not limited to, perimeter security, electronic security, process controls, background checks, documented security standards, and documented training programs. Ingram Micro Global Security Strategy, in partnership with TAPA, includes TAPA certifications that drive standardized behaviors across all regions. TAPA is a key element for the development of standardized global Security Education and Awareness training. TAPA certifications/audits provide business leaders with roadmaps leading to changes that strengthen existing security profiles. TAPA certification further solidifies Ingram Micro's competitive advantage for winning and maintaining business.

OMNIA Partners Documents (Appendix D)

2.0 REPRESENTATIONS AND COVENANTS

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Acknowledged and affirmed.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Acknowledged and affirmed. (Exceptions Provided)

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Acknowledged and affirmed

3.0 SUPPLIER RESPONSE

3.1 Company

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

Ingram Micro Public Sector LLC (Ingram Micro Public Sector) was established in December of 2021 as a wholly owned company of Ingram Micro Inc. Ingram Micro Public Sector was created to better align Ingram Micro’s public sector business and resources to support its reseller, vendor, and end user customers. The mission of Ingram Micro Public Sector is to be the universally trusted as the best way to securely deliver mission-enabling technology solutions for vendors and partners supporting the federal, state, and local governments and the education marketplace. While a newly formed company, Ingram Micro Public Sector is not an unproven organization. Ingram Micro Public Sector LLC is formed out of the Ingram Micro Public Sector Division (Public Sector Division). The leadership, operations, and resources of Ingram Micro supporting the public sector remain the same. Ingram Micro Public Sector is headquartered in Annapolis Junction, Maryland.

“ONE Ingram Micro”

Ingram Micro Public Sector is responsible for the ownership and management of the Region 4 ESC and Omnia Partner Contract. However, our “ONE Ingram Micro” go-to-market philosophy brings the capabilities and solutions from the entire Ingram Micro organization to bear for this contract. Ingram Micro Public Sector leverages Ingram Micro resources from Finance, Sales, Professional Services and Training, all the way through Ingram’s array of warehouse and logistics centers. This includes the ability to bring technology products and solutions together from our vast array of vendor partners and cloud providers.

B. Total number and location of salespersons employed by Supplier.

The primary organizations supporting the sales and marketing effort for this contract will be Ingram Micro Public Sector LLC and our Ingram Micro Cloud Division. Below are the number of sales and sales support people employed in these two groups. Ingram Micro Public Sector currently employs 77 sales and sales support individual. Ingram Micro Cloud currently employees 150 sales resources. These resources are located in the field across the US and in our sales and support centers that are identified in section C. below.

In addition to the Ingram resources mentioned above there will also be an extensive network of authorized VARs, system integrators, and other reseller partners that will be promoting the use of the contract to their end-user customers.

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

Ingram Micro Public Sector’s corporate offices are located in Annapolis Junction, MD but as part of the One Ingram go to market strategy, we have many facilities across the United States that will support this contract award. There are five key facilities that are identified below that

house Ingram Micro Public Sector, Ingram Micro, and the Ingram Micro Cloud Division personnel. These facilities include resources focused on sales, sales support, vendor management, operations, finance, and marketing efforts.

Facility	Facility Address
Ingram Micro Public Sector LLC (Corp. Office)	10900 Pump House Road, Suite B Annapolis Junction, MD 20701
Ingram Micro Irvine Campus (Global Corporate Headquarters)	3351 Michelson Drive, Suite 100 Irvine, CA 92612-0697
Ingram Micro Buffalo Campus	1759 Wehrle Drive Williamsville, NY 14221-7887
Ingram Micro Arizona Facility	15880 N. Greenway Hayden Loop Suite 150 Scottsdale, AZ 85260
Ingram Micro Miami Facility	2000 NW 84th Ave Miami, FL 33122

D. Annual sales for the three previous fiscal years.

Ingram Micro reports sales at a consolidated level and has not broken out individual company sales for this section. It should also be noted that what was reported as Ingram Micro Public Sector Division sales numbers will now be reported for Ingram Micro Public Sector LLCs sales. Ingram Micro reported the following revenues for 2020, 2019 and 2018:

- 2020 Revenue- [REDACTED]
- 2019 Revenue- [REDACTED]
- 2018 Revenue - [REDACTED]

Ingram Micro has not yet announced 2021 results.

a. Submit FEIN and Dunn & Bradstreet report.

For Ingram Micro Public Sector LLC:

- The FEIN is 62-1644402
- The Dunn & Bradstreet number is 004919486

E. Describe any green or environmental initiatives or policies.

Since formalizing our global Corporate Social Responsibility (CSR) initiative – of which Environmental Stewardship is an important part - in 2016, our focus has been on raising awareness internally, while building the systems and processes that will allow us to manage the program across hundreds of facilities in 59 countries. We still have work ahead of us to ensure the timeliness and accuracy of our global non-financial performance data, but we have made significant process. Over the past five years, we have increased renewable energy

consumption, decreased solid waste generation, reduced greenhouse gas emissions intensity and continued to invest in the repair, refurbishment and recycling of used electronics.

Through 2021, we prioritized the following areas of corporate responsibility:

- Internal programs to expand CSR competency
- Continued focus on climate action and waste reduction
- Alignment with UN Sustainable Development Goals that are relevant to our impacts and activities

Environmental Stewardship - With over 35,000 associates and 20 million square feet of building space worldwide, Ingram Micro's operations generate direct environmental impacts from greenhouse gas emissions, material consumption and waste generation, as well as indirect impacts from land use. In addition, our supply chain partners provide everything from energy and freight services to technology hardware and warehousing equipment, causing significant additional impacts.

Environmental Management Systems - Ingram Micro's Environmental Stewardship policy requires facilities to implement site-specific environmental management systems (EMS) in alignment with the ISO 14001 framework. (Many of our facilities are ISO- 14001 certified.) Where feasible, and according to business need, facilities are encouraged to pursue EMS certification. Our priority is to develop systems that are effectively minimizing our environmental impact through leadership involvement, risk-based planning, collaboration, operationalizing impact reduction, performance measurement and continuous improvement. These included:

- Building efficiency projects, including lighting retrofits and installation of water-saving and energy efficient equipment
- Continuous improvement of processes, including the integration of LEAN principles
- Leasing space in certified sustainable buildings, when feasible
- Optimization, reuse, and recycling of packaging materials

A full range of Ingram Micro's CSR reports are available at

https://corp.ingrammicro.com/en-us/company/social_responsibility/csr_reports

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

Ingram Micro Public Sector LLC offers the Supplier Diversity Program, a program we are able to offer due to our partnerships with two diverse suppliers. The first supplier is Mobilematics, a small, Woman, Minority Owned business. The second supplier is Native American Technology Distribution Inc. a small, Disadvantaged, Minority, Native American-owned business. Because of this Mentor / Protege type relationship, Ingram Micro's reseller community is able to leverage

these diversity certifications when there is an opportunity that mandates a socio-economic status. Agencies can use this program when purchasing from a reseller that does not hold a diversity certification but there is a request for diversity spend.

Ingram Micro Public Sector also supports additional small and diverse businesses, located across the country, with a number of socio-economic statuses, such as Service-Disabled Veteran Owned, HUBzone, Woman and Minority owned enterprises. Also as mentioned throughout the proposal, Ingram will leverage this contract as an aggregation model contract, authorizing resellers to leverage the contract. This allows Ingram Micro to add small and diverse reseller partners directly to the contract and give end user customers the ability to directly work with these partners.

Certifications for Mobilematics and Native American Technology Distribution Inc. are included following Tab 7.

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

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: NA

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

Yes No

If yes, list certifying agency: NA

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: NA

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: NA

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: NA

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

As a distributor of information technology products and services, Ingram Micro Public Sector leverages a robust channel of reseller partners (subcontractors) with over 7,000 accounts selling products and services in the public sector market. Ingram Micro Public Sector's primary strategy of capturing and managing public sector contracts is to offer their use as a value-added service to our channel partners. A listing of Ingram Micro Public Sector resellers will be provided to Region 4 ESC and Omnia Partners for approval and inclusion on the contract. The Ingram Micro Public Sector team supporting this contract has experience managing other public sector contracts where we have hundreds of participating resellers. We will identify reseller partners selling both Cloud and our Value-Added Services that will offer the contract nationwide sales and support coverage. Many of these reseller partners will have small or minority status to help create a diverse group of partners from whom end users will be able to work to meet their requirements. Each reseller location would equate to a sales location that could provide sales and services to the Omnia Contract customer base. Additionally, several of these resellers support sales throughout the country with multiple locations. We will also continue to identify resellers to add to the contract throughout the term of the contract as we market and identify sales opportunities.

I. Describe how supplier differentiates itself from its competitors.

Ingram Micro has done a great deal to evolve our strategic capabilities both organically and inorganically and have invested more than \$2 billion in over 40 companies since 2012. As a result, we have emerged from being a technology distributor to becoming more diversified and including lifecycle support, services, and Cloud businesses. This evolution, and our solution investment strategy have provided us with our first key area of distinction. As a result, you will recognize that Ingram Micro is by far the channel leader in Cloud innovation and capabilities, Datacenter and Security, IoT, and a number of other progressive markets and practices. Another key point of differentiation would certainly be our global structure and reach. With operations in 59 countries, and 20 million square feet of warehouse space in 189 locations, Ingram Micro is the only true global player firmly represented in each geographic theater. Our reach is second to none and backed by truly global teams and functions in our business - no one can truly scale like we can. Last, and certainly not least, our people are and will always be our biggest competitive advantage. As we celebrated our 40th anniversary as a company in 2019, we are fortunate to have remained the market leader for over four decades because of the more than 35,000 talented and passionate team members we have across the globe.

Some key areas of Ingram Micro's differentiation from our competitors:

- **Commitment to Diversification.** Ingram Micro believes that our ability to execute on new initiatives, adapt to new business models and enter new geographic markets

provides a competitive advantage by enabling us to capture opportunities and overcome the risks, volatility and demand fluctuations in a single market, vendor, or product segment.

- **Expanded Product Markets** — In recent years, we have made a number of investments focused on augmenting our IT product distribution business through the global expansion of our specialty product offerings and solutions, such as AIDC/POS, CE, data center, mobility, and enterprise computing.
- **Geographic Coverage** - Ingram's presence in more markets than any other broad-based technology products distributor provides us with a more balanced global portfolio which allows us to better manage and mitigate risk. Our broad global footprint enables us to better serve our resellers and suppliers by leveraging our extensive sales and distribution network.
- **Differentiated Service Offerings** — Ingram Micro believes that our service offerings provide a means to diversify our revenue stream while distinguishing us from our competitors. We continue to provide innovative solutions for our reseller customers and vendor partners such as with our cloud services offerings. We are focused on building our presence in those product categories and solutions that will benefit from key growth trends, such as the continuing technology shift to mobile devices and the need for enterprise computing solutions to handle the growing data center market.

J. **Describe any present or past litigation, bankruptcy or reorganization involving supplier.**
There is no present or past litigation, bankruptcy or reorganization involving Ingram Micro Public Sector LLC.

K. **Felony Conviction Notice: Indicate if the supplier**

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

L. **Describe any debarment or suspension actions taken against supplier**
Not applicable.

3.2 Distribution, Logistics

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

Ingram Micro Public Sector offers a wide array of channel enablement and professional services to our reseller customers, as illustrated, and described in greater detail below.



Technology Practice Resources include resources that can assist in developing the knowledge base and capabilities of our reseller partners in the latest technology areas including:

- Networking
- Data Center
- Virtualization
- Storage
- Network Security
- Physical Security
- Mobility and Lifecycle Services
- UCC
- Data Capture/Point of Sale
- Digital Signage/PRO-AV
- Business & Consumer Solutions
- Cloud
- Internet of Things (IOT)
- Sourcing Solutions
- Emerging Vendor Initiative

Technical Support Services include:

- Pre-Sales Support
- Solution Design
- Technical Solution Engineers
- Technical Account Managers
- Business Transformation Center
- Partner Training/Boot Camps

Field Deployable Resources include:

- Sales Account Executives
- Business Development Executives
- Market Development Executives
- Channel Account Executives
- Technical Solution Engineers
- Field Credit Managers
- Technology Solution Experts

Marketing Services include:

- Business Intelligence
- Agency Express
- Demand/Lead Generation
- Event Management
- Creative Services
- Call Campaigns
- Channel Communities

Financing Options include:

- Net and Extended Terms
- Flooring Programs
- Leasing and Rental Programs
- End User Financing
- White Label Options
- TaaS

Logistical and Operational Support includes:

- Order and Project Management
- Custom Logistics/Warehousing
- Express Warehousing
- Global Fulfillment
- Partners Licensing Desk
- eCommerce Tools
- Government Contract Services
- Easy Online Web Ordering and Returns
- RenewVue (Renewal Management)

- Cisco Partner Now Portal
- Cloud Marketplace

Professional and Training Services include:

- Assess | Design | Deploy | Manage | Dispose
- IM Link Partner Network
- IM Expert Services
- Ingram Micro Deployment Services
- Ingram Micro IT Asset Disposition
- Partner Technical Enablement
- Configuration and Integration Services
- Certification Road-mapping
- Training Services

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

Ingram Micro Public Sector as part of a large global distributor has sales resources located across the US. It also has a large reseller channel that also spans the US and its Territories. Ingram will work with Region 4 ESC and Omnia to authorize resellers throughout the US to give its Omnia Contract a well-rounded set of reseller partners to promote the contract and respond to end-user requirements. Ingram Micro Public Sector will work with Omnia to ensure that it can offer its products and services throughout the US and its territories.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Ingram Micro Public Sector does not provide retail or in-store locations. All Omnia opportunities will be captured through our network of Authorized Omnia Contract Resellers or our Cloud Marketplace. Ingram Micro Public Sector will establish a dedicated Omnia Contract Desk to support Contract pricing and compliance processing for Omnia Authorized Resellers. The Ingram Micro Public Sector Omnia Contract Quote Desk will work with our authorized contract dealers to ensure that each agency requests utilize the appropriate Vendor pricelist and provides the products MSRP and not to exceed contract price. Ingram Micro Public Sector will offer a general use/generic login for the Ingram Micro - Cloud Marketplace that will reflect the Contract not-to-exceed price for Ingram Micro Public Sector Cloud Contract Portfolio.

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

Ingram Micro Public Sector LLC is an authorized wholesale technology distributor of IT hardware and software vendors and cloud software and service providers. Ingram Micro Public Sector will receive purchase orders from authorized reseller partners approved on the contract. Ingram Micro Public Sector will leverage authorized Vendors to fulfill the needs of the member agencies purchases. Ingram Micro Public Sector will then process the orders in the system and leverage the Ingram Micro back-end fulfillment services and logistics centers. Products, depending on their type, may be drop shipped directly from the Vendor/Manufacturer, shipped out of Ingram Micro stock from Ingram Micro's logistics facilities using common commercial carriers, shipped directly from authorized reseller partners or through electronic delivery.

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

As shown below, Ingram Micro has five U.S. Advanced Logistics Center locations which serve as distribution facilities and warehouses. Ingram Micro does not operate a retail network.

Location	Square Feet
Carol Stream, IL	██████████
Fort Worth, TX	██████████
Jonestown / Harrisburg, PA	██████████
Millington, TN	██████████
Eastvale (Mira Loma), CA	██████████
	██████████

3.3 Marketing and Sales

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

Ingram Micro Public Sector LLC has a vast amount of Public Sector experience working within the IT industry, supporting several different Federal and SLED contract vehicles owned through other Ingram companies. Ingram Micro Public Sector LLC will leverage the OMNIA contract to support our SLED reseller’s business and empower them, by providing them with all of the resources and knowledge that they will need to be successful.

Within the first 10 days, our executive leadership team will release and announcement of the awarded contract to internal associates. Ingram Micro Public Sector LLC will leverage social media outlets to promote the OMNIA contract and generate interest.

Within the first 30 days, we will develop a campaign identifying target resellers and create awareness around the OMNIA contract. We will launch Omnia Contract Training for our internal sales and vendor teams to providing them with and adequate understanding of the contract and how to approach their reseller and vendor partners about potential engagement on the contract. We will create an internal presence for the OMNIA contract by building out a landing page for our

internal team that will have up-to-date contract information and additional resources that may be needed for future opportunities. We will generate an external presence by updating our website with easily identifiable and current contract information.

Within the first 60 days we would like to shift from creating awareness to providing collateral and trainings for our resellers to promote the OMNIA contract. Our marketing team will design contract collateral to support the promotion of the contract, both internally and externally. Ingram Micro Public Sector will hold webinars and training activities for resellers, customers, and internal associates. Additionally, we will work to enhance systems and tools used for quoting and ordering to support the OMNIA contract while providing an easy ordering experience for our customers.

Within 90 days, we will focus on demand and lead generation. Our first step being to create criteria for resellers that would like to be added as a participate on the contract and submitting eligible resellers for approval to OMNIA. We will work with our authorized reseller partners to host events for end users and lead generating events. Our sales representatives and sales executives will begin to discuss the OMNIA contract with resellers who are currently in the SLED marketplace or looking to break into the SLED marketplace. Ingram Micro Public Sector LLC will push demand generation events to our outside community to raise awareness of our participation on this contract and offer it as an alternative to other solutions. One of our last steps to this plan, will be onboarding new reseller partners to the OMNIA contracting and ensuring that they are adequately trained and up to speed. Past the first 90 days Ingram Micro Public Sector will continue to market this contract day to day to increase awareness and drive business.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. Creation and distribution of a co-branded press release to trade publications**
 - ii. Announcement, Master Agreement details and contact information published on the supplier's website within first 90 days**
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the**

- overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- Ingram Micro Public Sector does not currently hold any competing cooperative contracts. The OMNIA Contract will be the flagship contract for the newly create Ingram Micro Public Sector company. Ingram Micro Public Sector will recruit authorized dealers from its over 7,000 resellers engaged in the public sector market. Ingram Micro Public Sector will promote the OMNIA Contract within State, Local, and Education agencies across the county through its authorized OMNIA Reseller Network. Ingram Micro Public Sector will also leverage its digital marketing, events, demand generation, and social media platforms both internal and external facing to promote participation on the OMNIA Contract vehicle.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- Acknowledged and affirmed*
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

Acknowledged and affirmed

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

Acknowledged and affirmed

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

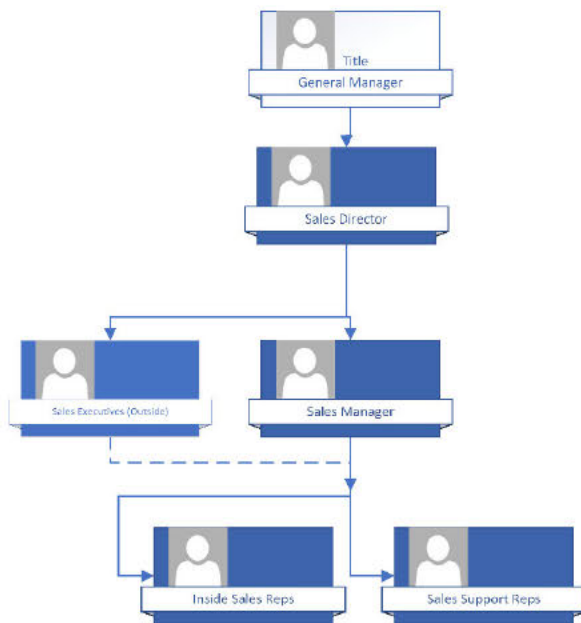
Title	Name	Phone	Email
Ingram Micro Public Sector Program Support Team			
Contract Manager	Nicole Scotchel	301.957.9015	nicoles@promarktech.com
Sr. Admin Contract Reporting	Michael Strauss	800-456-8000 x 66168	Michael.strauss@ingrammicro.com
Sr. Accountant, Finance	Ryan Milligan	240.280.8064	Ryan.Milligan@ingrammicro.com
Ingram Cloud Team			
Director of Public Sector Cloud	Jason Singer	949-235-1051	jason.singer@ingrammicro.com
Practice Leader and Sales Manager	Lisa Varela-Schutes	716-289-4342	Lisa.Varela-Schutes@ingrammicro.com
Public Sector Program Manager – IaaS	Heather Grimsley	703-269-8225	heather.grimsley@ingrammicro.com

Public Sector Cloud Marketing Manager	Jody Jepson	520-664-4594	jody.jepson@ingrammicro.com
Ingram Micro Public Sector Management Team			
General Manager	Tony Celeste	301.602.2353	Tony.celeste@ingrammicro.com
Director, Contracts	Todd Hartung	800.634.0255	toddh@promarktech.com

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

Ingram Micro Public Sector Management Team			
General Manager	Tony Celeste		Tony.celeste@ingrammicro.com
Director of Sales	Jeff Brown	716-573-7503	Jeffrey.brown@ingrammicro.com
Ingram Cloud Team			
Director of Public Sector Cloud	Jason Singer	949-235-1051	jason.singer@ingrammicro.com

The primary organizations supporting the sales and marketing effort for this contract will be Ingram Micro Public Sector and our Ingram Micro Cloud Division. The sales organization is structured with Sales Executives supporting reseller partners and promoting sales strategies and vendors. The Sales Executive is supported by a Sales Team that includes Inside Sales Reps who are generally responsible for services the resellers partner opportunities through quotes



and other sales related services including credit issues the other part of the sales team is the Sales Support Representative who provides order processing and customer order inquiries including order status, returns and shipping inquiries. Ingram Micro Public Sector currently employs 77 sales and sales support individuals. Ingram Micro Cloud currently employs 150 dedicated sales resources. These resources are located in the field across the US and in our sales and support centers. There will also be an extensive network of authorized VARs, system integrators, and other reseller partners that will be promoting the use of the contract to

their end-user customers.

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

Ingram Micro Public Sector and the Ingram Micro Cloud Division will work with the Omnia Partners Team to identify gaps in reseller coverage and opportunities for our product offerings. We will leverage OMNIA Partners staff when available for public sector marketing events and reseller contract training workshops. The sales team will also lean on the OMNIA Partners Team to help sell the value and benefits for the Omnia contract to public sector organizations that are not signed up and need more in-depth engagement to get them signed up into the program. Ingram Micro Public Sector will also promote relationships with its reseller partners and OMNIA Teams to ensure there is a seamless relationship between all parties work to successfully promote and drive revenue through the contract vehicle. We will also engage the OMNIA Partners Team to identify contract best practices to allow us to create the best possible contract environment for Public Sector Buyers, our Authorized Reseller Partners and Contract Vendors.

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

Ongoing success of any government contract involves attention to many workstreams. Two of the most important needs for a successful contract are having highly desired vendor products and solutions available and a motivated sales channel to support the contract end user requirements. Throughout the term of the contract, Ingram Micro Public Sector will continue to work to identify and add Vendor Products and Services that are needed in the Public Sector market. The Sales Teams will continue to recruit, on-board and training authorized OMNIA contract resellers.

Ingram will use the marketing resources of its internal resources and its vendors to promote contract use through the creation of marketing collateral, targeted marketing campaigns to new and participating organizations around products and solutions, and marketing support to promoting reseller sales efforts. We will also ensure that the Contract Management Team is working with the Region 4 ESC and OMNIA Partners teams to identify gaps and white spaces in contract execution and keep product pricing catalogs up to date to ensure smooth execution of contract opportunities.

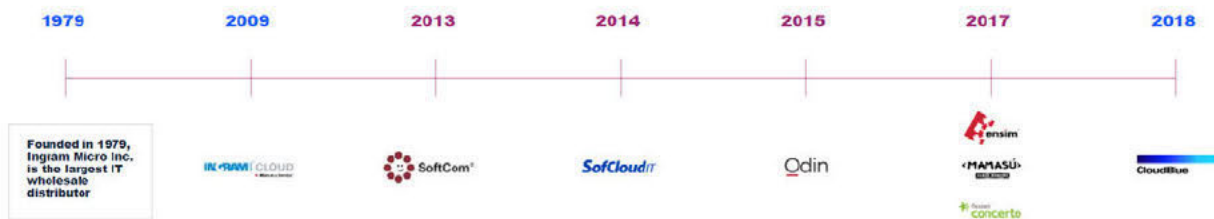
J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

In the table below, please find below the total combined annual Public Sector Sales for Ingram Micro in 2021 broken out by Federal Government, State & Local government, and Education (K-12/Higher Ed) sales. As we sell through, reseller, VARs, and system integrators we have not provided a breakdown of public agency customers since those sales are generated through our reseller partners.

Public Sector Sales	FY 2021
Federal Government	
State & Local Government	
Education (K12/Higher Ed)	
Total Sales	

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

Ingram Micro Public Sector relies on unique state-of-the-art solutions to become the most trusted distribution of IT solutions. Many of the following solutions are unique internal systems utilized by Ingram Micro Public LLC to help seamlessly execute. Some of these systems include Impulse, IM-First™, IM-360, and our Cloud Platforms. Ingram Micro Cloud had its sights set on building and delivering the premier commerce engine to power provisioning, management, and cloud orchestration capabilities in the anything-as-a-service economy. In addition to powering our Ingram Micro Cloud channel-focused cloud marketplace, Cloud Blue (Ingram Micro owned) is the commerce engine used by one-third of the world’s telcos to power their marketplaces currently managing more than 50M seats of SaaS based services. We have built a platform that has been built for global scale. These systems will be heavily leveraged in the implementation when engaging with Ingram Micro Public Sector, leading to greater results for both partners and end-users. Below is a summary of these Ingram Micro Public Sector systems.



Cloud Marketplace is a unique commerce platform that accelerates growth by expanding service offerings and diversifying revenue sources, satisfying customer needs for cloud services.

- Start selling cloud services in minutes with zero upfront costs, no contract negotiations, fast activation, streamlined billing, and a centralized control panel
- Explore and sell from an infinite catalog of services that is continually being updated with new and enhanced services as they enter the market
- Provide the knowledge and expertise to assist customers in making the smartest purchasing decisions to push them ahead of the competition

- Empower customers and make buying easier through user-friendly interface, and introduce them to the newest, cutting-edge cloud services

Enable reseller success with GTM tools and broad catalog

- Employ the service price and terms already negotiated by Ingram Micro, while saving on legal resources and costs
- Broaden the audience reach and customer value through tightened relationships, breadth of product offerings, and competitive promotional and bundling offers
- Leverage Ingram Micro Cloud partnerships for GTM tools, strategies, and customer support to establish immediate success

Streamline back office with consolidated control

- Reduce interaction points with multiple cloud service vendors to save on operational resources, time, and costs
- Streamline back-office processes through consolidated billing and invoicing, real-time customer and reseller control panels, and customer self-service capabilities
- Simplify procurement and provisioning and eliminate arduous contract negotiation and technical integrations for faster time to revenue

Microsoft & GCP

Services are purchased and provisioned through our Cloud Marketplace, commerce platform that will be utilized by OMNIA authorized dealers to satisfy the ordering requirements of OMNIA members. Orders placed for will:

1. Create a Reseller/Customer billing subaccount to allow for flexible management
2. Create and manage projects through their desired GCP and/or Microsoft console
3. Invoice through Ingrams Connect APIs for authorized dealers to bill OMNIA members for services utilized

IBM Cloud

IBM Cloud can be purchased through our Cloud Marketplace, as well as our PPA (Passport Advantage) licensing desk. Billing can be done via PayGo, monthly, quarterly, and annual up-front purchase. Through IBM PPA, we can do custom time frames on commit orders.

AWS

We have a specialized AWS provisioning process and billing platform to track consumption and invoicing.

Value Add Product Offering Systems

Impulse - IMpulse provides a competitive advantage through real-time, worldwide information access and processing capabilities. IMpulse is the single, standardized, operating environment, used globally throughout each of Ingram Micro's worldwide operations. This online information system, coupled with Ingram Micro's exacting operating procedures in sales, credit, customer service, purchasing, technical support, and warehouse operations, enables Ingram Micro to provide its customers with superior service in an efficient and low-cost manner.

IM-First – Warehouse Management System (WMS) -Ingram Micro Public Sector's warehouse management system (WMS) includes a robust inventory management system and system-directed warehouse processes. Using advanced technology, the system evaluates inventory location and directs the pick to the designated printer for that zone. The picks are printed and coordinated by priority. The accuracy is verified and sent to the outbound transportation lanes to be routed. Product coming into manufacturing is offloaded and placed in staging for induction into WIP.

IM360 -IM360 is a robust CRM utilized by the Ingram Micro Public Sector sales and support teams. This tool not only helps our teams provide pricing but valuable insight into our vast vendor line card and their products. IM360 provides critical information that includes stocking availability, applicable discounts, Country of Origin, order tracking, and vendor authorization requirements. IM360 has advanced logic to offer recommendations and replacements that are critical for your solutions. Ingram Micro Public Sector is equipped to seamlessly convert IM360 quotes to orders in an automated process. This ensures accuracy and improved response times.

E-Commerce / Electronic Connectivity -Ingram Micro Public Sector understands the importance of conducting business in the most efficient way possible while mitigating risk and human error. Ingram Micro Public Sector offers fast, efficient, and secure ways to electronically connect to transact business. Ingram Micro Public Sector offers a robust suite of electronic connectivity options.

Order data submitted through this connectivity is typically not altered. This is to ensure that the details of the order appear exactly the same way they are sent over by the customer. Not all order types can be fully transmitted via E-Commerce methods, due to the complexity of the order and/or any specialized information needs Vendors may need to have on the order. Ingram Micro Public Sector's internal Sales Teams monitor order activity, ensuring that order flows remain consistent and steady. Sales Teams work to handle exception orders in the way that is most consistent with the customer's business practices, providing extra vigilance when order data appears incomplete or in error. Ingram Micro Public Sector takes steps to authenticate the user placing purchase orders thereby mitigating the risk of fraud. The E-Commerce systems mitigate risk by eliminating human touch and ensuring that sensitive customer data is securely stored and monitored. The following are supported ordering methods:

- **Electronic Data Interface (EDI)** -Ingram Micro Public Sector's EDI program is functionally rich and very mature. It is highly integrated with IMPulse, Ingram Micro's internal applications system. The transfer of data using this method is in a standard, structured data format and includes a header-level detail and segments containing line-level detail. Specific EDI systems must be in place on both sides to properly transmit, receive, and interpret the data. It replaces the function of a faxing, emailing, or postal mailing of hardcopy standard business documents.

Data can be transferred electronically using a third-party value-added network (VAN) or via the internet. It typically requires technical resources on both the Customer's side and Ingram Micro Public Sector's side to develop and deploy. Some commonly used transactions include price and

sales catalog, inventory advice, purchase orders, acknowledgments, invoices, and advanced shipping notices.

- **APIs (Application Programming Interface)** - An API is a service that allows users to configure their interface to collect or update data on a remote system. The system is designed to accomplish a business function with one or more APIs. Similar to XML, an API is a real-time system, which means that transactions are processed within seconds and provide accurate data directly from Ingram Micro Public Sector. Trading Partners can use the power of our API offering to deliver fast and accurate data internally to their purchasing team and their customers. There are numerous APIs available for Ingram's customers to use. The latest listing of Ingram-supported APIs is available at www.developer.ingrammicro.com.
- www.ingrammicro.com Ingram Micro Public Sector encourages our partners to leverage our web-based tool, www.ingrammicro.com. This site is available 24 hours per day. Our state-of-the-art platform gives our partners the ability to automate order status email notifications and provides online reporting for requests such as Order Confirmation, Shipped Order Details, Declined Order Status', Back Order Notifications, and availability confirmation of backorder products. IngramMicro.com offers real-time pricing and availability of products by manufacturer part number, Ingram Micro part number, or keyword search. Partners can leverage access to complete technical and product notes, as provided by the manufacturer. Gain valuable insight with easy access to add-on products and accessories, as provided by the manufacturer. Ingrammicro.com also includes E-Invoicing functionality that allows customers to review, print, download, and the ability to request RMAs online. Create a "personal address book" for end-user drop-ship addresses. One-click tracking on most orders (carrier dependent) and serial numbers on shipped orders. Easy access to PO/order information via order number, reseller PO, SKU attributes, shipment date, and a variety of other parameters. Leverage our multiple freight option selections that include pricing information.

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

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

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

Ingram Micro Public Sector will not provide a guaranteed minimum for contract sales through the Region 4 ESC and OMNIA Partners Contract. While no minimum volume is guaranteed Ingram Micro Public Sector is confident that its reseller partners through both the sales and

marketing efforts will leverage this contract vehicle to generate millions in sales over the three-year period.

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

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

Acknowledged and affirmed

Ingram Micro Public Sector, as a distributor, will promote this contract vehicle to its resale channel as an aggregator type contract. The aggregator contract model is one in which a Distributor holds and manages the contract vehicle and with approval of the Contract Administrator will authorize resellers to leverage the contract to sell through its end user customers. In this process, resellers would be the primary interface with public sector end user customers. Ingram Micro Public Sector will engage its partners when selling into State, Local and Education Customers and our eligible to leverage the Master Agreement to promote this contract. We do not have any ability to dictate the sales approached or contract vehicles that our resellers ultimately leverage.

4. Qualification and Experience

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

Ingram Micro Public Sector LLC (Ingram Micro Public Sector) was established in December of 2021 as a wholly owned company of Ingram Micro Inc. Ingram Micro Public Sector was created to better align Ingram Micro’s public sector business and resources to support its reseller, vendor, and end user customers. The mission of Ingram Micro Public Sector is to be the universally trusted as the best way to securely deliver mission-enabling technology solutions for vendors and partners supporting the federal, state, and local governments and the education marketplace. While a newly formed company, Ingram Micro Public Sector is not an unproven organization. Ingram Micro Public Sector LLC is formed out of the Ingram Micro Public Sector Division (Public Sector Division). The leadership, operations, and resources of Ingram Micro supporting the public sector remain the same. Ingram Micro Public Sector is headquartered in Annapolis Junction, Maryland.

“ONE Ingram Micro”

Ingram Micro Public Sector is responsible for the ownership and management of the Region 4 ESC and Omnia Partner Contract. However, our “ONE Ingram Micro” go-to-market philosophy brings the capabilities and solutions from the entire Ingram Micro organization to bear for this contract. Ingram Micro Public Sector leverages Ingram Micro resources from Finance, Sales, Professional Services and Training, all the way through Ingram’s array of warehouse and logistics centers. This includes the ability to bring technology products and solutions together from our vast array of vendor partners and cloud providers.

Parent Company:

Ingram Micro, established in 1979 and headquartered in Irvine, CA.

Ingram Micro helps businesses fully realize the promise of technology™—helping them maximize the value of the technology that they make, sell or use. With its vast global infrastructure and focus on cloud, mobility, technology lifecycle, supply chain and technology solutions, Ingram Micro enables business partners to operate more efficiently and successfully in the markets they serve

The company supports global operations by way of an extensive sales and distribution network throughout North America, Europe, Middle East and Africa, Latin America, and Asia Pacific:

- Global sales exceeding \$49 Billion in revenue
- Ingram Micro Public Sector Business represents 15% of our US Sales
- Local sales offices and/or representatives in 59 countries
- 189 logistics centers and service centers worldwide
- Representing over 1,600 suppliers, including Acer, Apple, Cisco, Citrix, HP, IBM, Lenovo, Microsoft, Samsung, VMware, and others
- Serving more than 170,000 customers in approximately 160 countries

- Creating growth opportunities within the hard-to-reach SMB market as more businesses use technology to add scale, enhance services and improve productivity
- Providing support from 35,000+ associates worldwide

Ingram Micro Cloud

Ingram Micro Cloud is a global division of Ingram Micro and employs more than 1,300 dedicated cloud specialists worldwide. Among this large pool of experts are 400+ sales associates and 600+ engineers.

As a premium cloud services provider, Ingram Micro Cloud views cloud not just as a single technology, but as a foundational platform capable of underpinning the digital transformation. Our innovative platform and services offerings power some of the world's most pioneering and successful companies.

Ingram Micro Cloud by the numbers:

- 27 marketplaces
- 200+ cloud solutions
- 63K VARs & MSPs
- 17.2M + managed seats
- 333K end customers
- 76 countries

ii. Describe Offeror's reputation in the marketplace.

Ingram Micro Public Sector is an indispensable public sector partner who brings value to our vendors, partners, and end-user customers. Ingram Micro has done a great deal to evolve our strategic capabilities and invested more than \$2 billion in over 40 companies since 2012. As a result, Ingram Micro has become a channel leader in the Public Sector, Cloud, Datacenter, Security, IOT, and several other progressive markets. Ingram Micro bridges the complexity of the public sector market with unique programs, services, and technology solutions. Delivered by the industry's most experienced and knowledgeable professionals, we support government agencies, vendors, and reseller partners to grow within the government and education marketplace. As the government and education marketplace continues to grow, Ingram Micro leads the channel by educating our partners with the most relevant market knowledge and trends. Ingram Micro Public Sector business is approximately 15% of our overall U.S. revenue and growing.

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

Ingram Micro Public Sector leverages the experience, capabilities, and expertise of Ingram Micro to provide mission-critical solutions. Ingram Micro operates more than 20 million square feet across 189 logistics and service centers worldwide. We sell products and services across 160 countries, ship more than 1.5 billion units per year, have more than 15 million active software subscription

seats in our Cloud Marketplace, and touch 1 out of 3 mobile devices in the US. Ingram Micro distributes products from more than 1,600 vendors and supports the following technologies:

- IT peripherals
- Big Data & Data Storage
- Cloud
- Components
- Emerging Business Group (focusing on emerging technologies)
- Internet of Things (IOT)
- Mobility
- Networking
- Physical & Cyber Security
- Software & Licensing
- Supplies & Accessories
- Workstations & Systems
- Virtualization

iv. Describe the experience and qualification of key employees.

Key employees for the OMNIA contract would include individuals from Ingram Micro Public Sector as well as cloud specialists from the Ingram Micro Cloud organization. Together they will support the management, technical, sales, and marketing aspects of the Contract.

Ingram Micro Public Sector Key Employees

Key employees of Ingram Micro Public Sector include:

- **Tony Celeste, Executive Director and General Manager, Ingram Micro Public Sector**
- **Todd Hartung, Director of Contracts**
- **Nicole Scotchel, Sr. Contracts Manager**

Biographical profiles of each of these key employees are included below:

Tony Celeste, Executive Director and General Manager, Ingram Micro Public Sector

As the Executive Director and General Manager, Tony is responsible for leading all aspects of Ingram Micro's public sector business from strategy to profitable execution and growth, including overseeing operations of Promark Technology Inc. He is actively engaged in developing approaches to diversify the IT solutions portfolio for federal, state, and local agencies, and education markets impacted by the need for digital transformation. He directs the efforts of a dedicated team of IT professionals including business development, sales, marketing, contracts, service management, engineering, and solution architects.

Tony has extensive experience in the public sector with over three decades of delivering mission-enabling IT solutions to the market along with more than two decades of leading and building high-

performing teams in the space. During his career, Tony held senior sales leadership positions with technology manufacturers, a system integrator, and value-added resellers. His notable list of companies includes Jeskell Systems, Brocade Communications, Iron Bow Technologies (formerly Apttis), Xiotech, Silicon Graphics, and Digital Equipment Corporation.

He brings a wealth of IT industry diversity to the Ingram Micro team. He has led Joint Venture and Small Business Mentor Protégé' Program initiatives. He has established and administered the company's corporate security office under the National Industrial Security Program. Tony is actively engaged in government affairs and has personally championed efforts to drive IT acquisition reforms in government.

Tony holds a Bachelor of Science, Business & Management from the University of Maryland, has served on the board of directors for Armor Designs, Inc. and is active in several industry associations including:

- The Coalition for Government Procurement (CGP)
- American Council for Technology (ACT) – Industry Advisory Council (IAC) and is a former ACT-IAC Executive Advisory Council Member
- Armed Forces Communications and Electronics Association (AFCEA)

Todd Hartung, Director of Contracts

Todd Hartung is Director of Contracts for Promark Technology, Inc. a wholly owned Ingram Micro company. Todd has over 30 years in the information technology industry with over 15 years of experience managing and oversight of public sector contract initiatives. Todd currently manages the Public Sector Contracts and Programs Groups for Ingram Micro's Public Sector Business Unit, as well as the Promark Professional Services Team. Before the acquisition of Promark by Ingram Micro, Todd was one of the principal owners of Promark Technology. Todd managed several areas of responsibility at Promark including contracts, marketing and vendor recruitment, and management.

Prior to joining Promark Technology, Todd worked for Gannon Technologies, Inc., a digital imaging services company, as both Vice President of Sales and Director of Operations. He also worked for The Centech Group, Inc., a certified 8(a) IT Integration company, in business development. Todd holds a Bachelor of Science degree in Business Administration from Old Dominion University.

Nicole Scotchel, Sr. Contracts Manager

Nicole Scotchel as a Senior Contracts Manager for Promark Technology Inc, a wholly owned Ingram Micro company, supporting contracts for the Ingram Micro Public Sector business unit. Nicole has been in the IT industry for 6 years working solely in the public sector space and has over 15 years of contract experience. Nicole currently manages Promark's 2GIT BPA while supporting other contracts including GSA and NCPA.

Prior to joining Promark Technology, Nicole worked for DLT Solutions, a TD Synnex company and managed both federal contracts and new vendor partnerships. Nicole holds a Bachelor of Sciences degree in Business Administration from West Virginia University and resides in Ashburn, VA




The Ingram Micro Cloud Support

Ingram Micro Public Sector’s Cloud IaaS practice is proud to have built an elite team with a multi-cloud discipline that delivers a wide range of sales enablement, practice development, technical enablement, and business and financial support services to serve authorized dealers. Our dedicated team of pre-sales and sales account managers are both AWS and Azure certified to ensure that we can keep friction out of the process of serving OMNIA Members multi-cloud sales, provisioning, and migration requirements.






Cloud Teams	Team Roles and Responsibilities
Public Sector CSP Account Management Team:	Authorized dealers will be assigned a dedicated account manager within a dedicated support team. Each member of this team will be an AWS Certified Cloud Practitioners and will also hold their Azure Fundamentals Certifications. They are your entry point to a team built to support your OMNIA partner account needs.
Customer Success Team:	IMCs Customer Success team will ensure authorized dealers have any additional support required to maintain a positive IMC partner experience by providing post sales technical support for Azure in addition to any support involving IMCs Cloud Marketplace (CMP).
Ingram Micro Public Sector Account Team:	Ingram has a dedicated core sales team that handles all aspects of non-CLOUD related business. This team is made of 10 US-based associates. The remaining team members consists of 5 inside sales associates, 4 order entry and post order support reps.
Pre-sales Technical:	Our Solutions Design & Services (SDaS) team is also organized with a multi-cloud discipline and is at your service to facilitate solution estimates with the AWS TCO Calculator, the Azure Pricing Calculator, as well as estimates from GCP & IBM. The value of this pre-sales team is key and will save authorized dealers time, effort, and energy when engaging us in single-cloud and multi-cloud CSP solution discussions.
CoE Services Team:	Our CoE team brings outcomes-based professional services across AWS and Azure as an option to supplement services offered by our partners. With our Azure Gold Certified Expert MSP designation, and our highly skilled and certified AWS capabilities we provide tremendous value to authorized dealers.

Cloud Teams	Team Roles and Responsibilities (continued)
Billing & Operations:	IMC offers deep domain experience in Billing & Operations supporting all hyper-scalers with a heightened focus on AWS considering the complexities associated. IMC has a dedicated IaaS Administration team that can provide the necessary support, training, billing reconciliation and escalation to AWS direct.
Vendor Business Managers:	IMC currently has three (3) vendor business managers specifically supporting AWS, GCP and IBM Cloud and intends to add a fourth to support our Azure business. Vendor business managers are responsible for working directly with these vendors to stay up to date on value-added programs and program changes to ensure partners are informed with the most up to date information and to act as an escalation path if needed.

The Ingram Micro Cloud Team members that will support OMNIA Contract Cloud requirements are listed in the following chart along with their qualifications and experience are listed within the following pages.

	Victor Baez – Senior Vice President, Cloud Channel Sales, Ingram Micro Cloud
	Duncan Robinson – Vice President, Cloud Portfolio Management & Marketing, Ingram Micro Cloud
	Kevin Kareth - Director, Cloud IaaS, Commercial and Public Sector, US Kevin Kareth is the Director of Cloud Sales and leads Commercial and Public Sector AWS, Azure, GCP and IBM Cloud Sales for Ingram Micro Cloud. Kevin has over 20 years of government and enterprise management experience and has worked directly with AWS in the channel since 2015. Kevin’s channel experience in addition to working for Ingram Micro includes Avnet, Tech Data, and Insight. Kevin earned his master’s degree in Global Management at the Thunderbird School of Global Management.

	<p>Jason Singer - Director, Public Sector Cloud, Global</p> <p>As Director of Public Sector Cloud, Jason is responsible for Public Sector Cloud IaaS/SaaS portfolio growth. With 25+ years of channel and public sector contract experience, he is committed to delivering tools, programs, and resources that help our public sector focused cloud partners accelerate their business. As an MBA and a Cisco CCNP, he brings a unique blend of business and technology to our public sector practice. He also holds relevant cloud designations: AWS Certified Cloud Practitioner, Well-Architected Proficient, AWS Cloud Economics Accreditation.</p>
	<p>Lisa Varela-Schutes – Practice Lead and Sales Manager – Public Sector</p> <p>A longtime partner strategist, Lisa has over 20 years of experience in SLED and the Federal markets. She has built go-to-market programs for Distribution, Vendor, Reseller and End-user sales. Also, she is pivotal in IMC’s development of PS tools and resources to grow SLED, Federal, HC and Non-Profit revenue. She continues to guide our partners, allowing them to identify, develop and close net-new opportunities driving government sales with our Cloud providers and resellers.</p>
	<p>Mike Clark – Sr. Cloud Market Development Manager</p> <p>Mike Clark is the Sr. Public Sector Market Development Manager, with a focus on the Healthcare Vertical. Mike has been in distribution for over 25+ years, mainly with Avnet, and a short time with Tech Data, before joining the Ingram Micro Global Public Sector Team. Mike has managed sales teams covering the Southeast and Caribbean. Mike was also the National Marketing Manager for Avnet’s Compaq business.</p>
	<p>Heather Grimsley – Public Sector Program Manager, US</p> <p>Heather Grimsley is the Public Sector Bid Capture Program Manager, IaaS US. Heather supports our Lead Pass Program, Contract Alliance Program and provides Proposal and Rf(x) support to our public sector partners. Heather has 8 years of experience in the public sector working as a sales representative and contract negotiator at both the manufacturer and partner level.</p>
	<p>Colby Brakefield – Vendor Business Manager AWS, US</p> <p>Colby Brakefield is the AWS Vendor Business Manager for the US market. He brings 10+ years of experience in sales, consulting, and program development to accelerate the Ingram Micro AWS business. His role consists of working across the supporting sales and marketing teams to develop and implement the AWS go-to-market strategy to increase partner reach and revenue.</p>
	<p>TBD – Vendor Business Manager Microsoft Azure, US</p> <p>Microsoft Azure Vendor Business Manager for the US market</p>

	<p>Laurent Haccoun – Vendor Business Manager IBM Cloud, US Laurent Haccoun is the Vendor Business Manager responsible for IBM Public Cloud at Ingram Micro, He is responsible for the GTM strategy including the Cloud Marketplace. Laurent’s has extensive sales experience in the electronics industry in the data center, industrial, and consumer device verticals.</p>
	<p>Jason McManus – Vendor Business Manager Google Cloud, US Jason manages Ingram Micro’s vendor relationship with Google Cloud Platform in the US. He focuses on our strategic GCP initiatives and program building through our distribution channel. He helps our partners incorporate Google Cloud into their digital transformation journey to develop and execute ways to go-to-market. Developing scaling activities, marketing campaigns and enablement paths allows him to act as a trusted advisor within our organization as well as an extended arm for our Partners. Jason will be able to provide support and influence consultative and solution selling techniques with the goal to drive approach to profitability.</p>
	<p>Gilbert Lopez – Professional Services, US Gilbert has 20+ years’ experience in the Local Exchange Carrier and Cloud Services space in Business Development, Customer Success and Technical Consultant roles. He joined the Ingram team in early 2022 and attributes his success to working with the best engineering, project management, legal/HR, sales, service delivery and support personnel in the industry. When not working, he enjoys being outdoors, attending music and art festivals and cheering on the Arizona Diamondbacks with his wife and adult kids.</p>
	<p>Nathan Washington – Sr. Business Development Manager – Public Sector, SLED Nathan Washington works with Public Sector customers, and partners to promote cloud adoption. With more than 20 years of business to business, and public sector experience he serves as a Subject Matter Expert and resource to the Public Sector. Nathan contributes to the U.S. Department of Energy’s - Clean Cities Coalitions and Smart Cities Council to promote stewardship for clean, sustainable, and advancing technologies. Additionally, he invests in creating equitable access for K-12 and higher education by promoting access to technology for students and our communities.</p>
	<p>Marit Hughes – Sr. Technical Consultant, Cloud IaaS Administration Team Marit Hughes leads IMC’s IaaS Administration team, guiding partners on best practices for managing their AWS and IaaS business. With more than 15 years’ experience with Public Sector and a decade working with AWS resellers and distribution, she serves as a Subject Matter Expert on AWS billing and management. Prior to joining Ingram, she worked for CloudCheckr and DLT Solutions where she developed in depth expertise on AWS billing constraints within the Federal, SLED and commercial markets.</p>

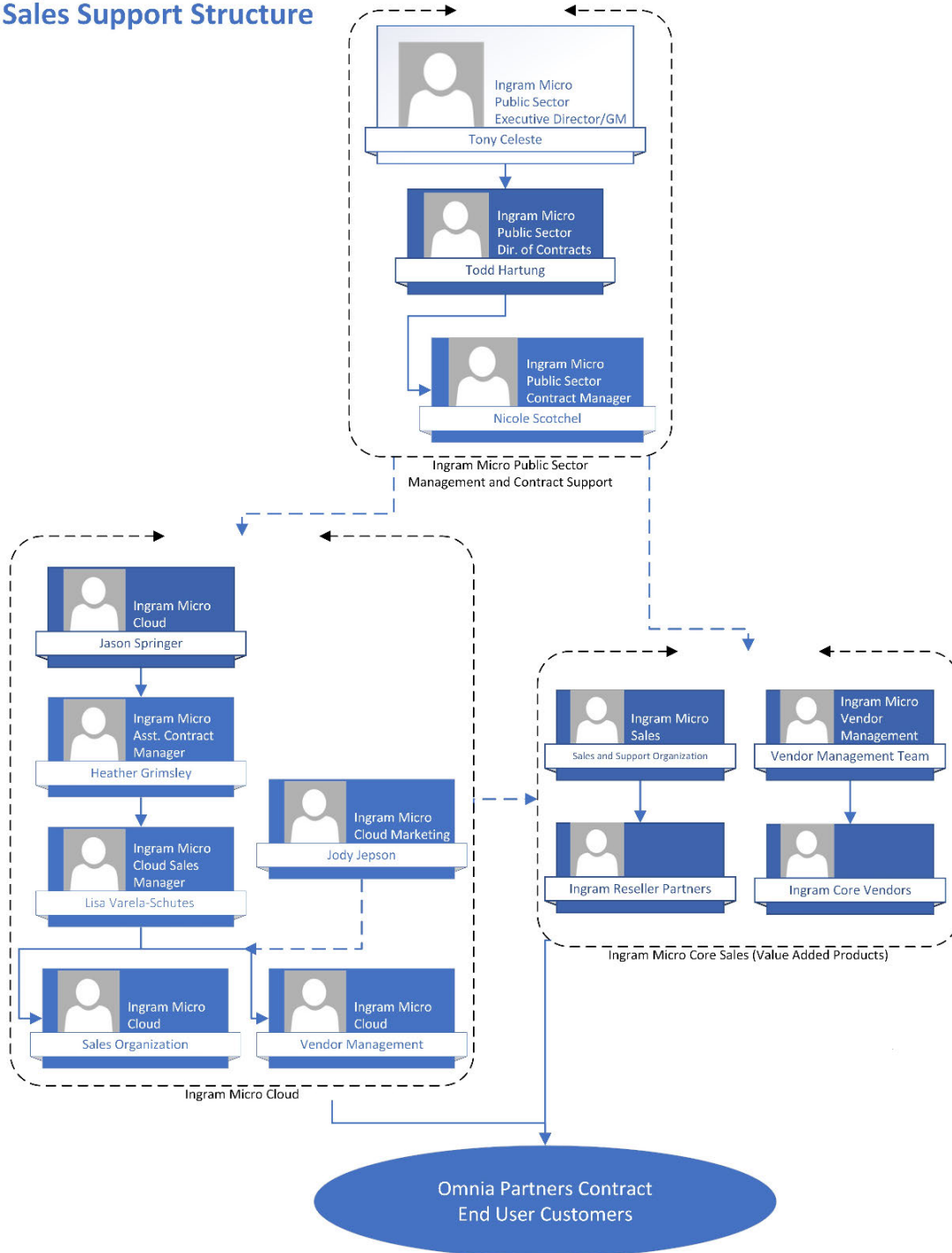


Jody Jepson – Senior Professional Public Sector Marketing, US

Jody Jepson is the Senior Professional Public Sector Marketing, US and leads the strategic marketing and expansion efforts for Ingram Micro Cloud Public Sector. Jody has over 20 years of marketing, communication, and public relations experience and is a highly visible leader in the educational technology space. She skillfully manages some of the largest channel relationships and currently is reimagining how distribution partners engage in the public sector to achieve their business goals

The graphic on the following page illustrates how the Ingram Micro Public Sector and Ingram Micro Cloud teams will work together to support the National Cooperative Contract to be administered by OMNIA Partners.

Omnia Contract Team and Sales Support Structure



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

For over 20 years, Ingram Micro has helped our reseller partners meet the needs of more than 104,00 federal and state and local government customers, 31,000 K-12 customers, and 27,000 higher education customers. We offer a wealth of sales, marketing, and technical support to help our partners and vendors with contracts. Ingram Micro is involved with 15% of annual U.S. public sector sales. Ingram Micro Public Sector understands the intricacies of the U.S. Public Sector and can help our customers ramp up quickly and drive business in this lucrative market. Ingram Micro has invested heavily in resources and solution development to enable our Public Sector partners to support the demands of the State & Local Governments and Educational markets and capitalize on the substantial opportunity it represents. We provide a team of dedicated specialists to support our reseller-partners and vendor communities and have developed an extensive range of offerings that address key pain points in the market.

vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.

A strategic partnership with Ingram Micro is a beneficial decision for many reasons. Here are a few top reasons why:

- We are a strong, U.S. owned Cloud Distributor/Aggregator, well positioned with top cloud CSP's to help OMNIA authorized dealers take advantage of best in market programs, while delivering unparalleled account management and best-in-class billing capabilities.
- We offload operational and undifferentiated steps to provision, manage, migrate, and optimize cloud services across top CSPs freeing authorized dealers to focus more on solutions for OMNIA Members.
- Partnering for your success is in our distribution DNA, we are purpose built to assist our authorized dealers in building a robust pipeline of opportunities while also educating purchasing entities to identify the most cost effective and efficient model for services based on their unique needs and requirements.
- We have the "know-how" to simplify operational complexities in CSP program and platform requirements, so authorized dealers and OMNIA Members don't have to.

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

Ingram's size, financial stability, and continuous success has periodically drawn the attention of others. Although there are various claims, lawsuits, and pending actions against us, they are incidental and very minor to our operations. It is the opinion of management that the ultimate resolution of these matters will not have a material adverse effect on our consolidated financial position, results of operations or cash flows. There have been no bankruptcies nor reorganizations to avoid bankruptcies.

- viii. **Provide a minimum of 5 customer references relating to the products and services within this RFP within the past three (3) years. References should include at least one customer who is:**
- a. **Using a Microsoft Azure Solution**
 - b. **Using an Amazon Web Solution (AWS) Solution**
 - c. **Academic/education leveraging a cloud solution**
 - d. **Using a PaaS solution**
 - e. **Has purchased an IaaS solution**
 - f. **Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace**
- Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

With strategic relationships in place with top CSP's in the public sector space, the Ingram Micro Cloud team stands ready to support Ingram Micro Public Sector and together deliver more value as your strategic partner in CSP distribution than authorized dealers will find anywhere else. Roughly 15% of our US revenue is transacted by our 7500+ partners serving the US public sector market.

AWS: As an Amazon Web Services (AWS) Advanced Consulting Partner and AWS Public Sector Distributor since 2013, Ingram Micro Cloud (IMC) provides cloud service expertise to accelerate the growth of channel partners. In March 2021, Ingram Micro Cloud and AWS entered a new global Strategic Collaboration Agreement (SCA). This multi-year, joint investment is geared towards accelerating the growth of AWS Partners worldwide through IMC and underscores our importance to AWS as their premier global CSP distribution partner. IMC has been empowering Partners for over a decade and is continuing to do so through programs like our AWS Cost Optimization Program. Since 2016, IMC has worked with hundreds of end-user case scenarios, AWS consultants, and third-party companies specializing in cost optimization strategies to offer authorized dealers the most robust, yet simplified AWS Cost Optimization program on the market today to the benefit of OMNIA Members.

Microsoft: In addition to being one of Microsoft's largest providers of CSP services by revenue, we are also the only distributor to earn the Azure Gold Certified Expert MSP designation. The Azure Expert MSP recognition complements our existing programs that assist partners to grow their own businesses by extending services and expanding their offering portfolio.

We keep our authorized dealers on top of Azure programs like DC Migration, Azure Virtual Desktop, and the New Azure Experience (aka New Commerce Experience – NCE). We are experts with the New Azure Experience which became the “go-forward” Azure CSP platform as of July 21st, 2021. It delivers improved functionality and has added a variety of management tools that make it easier than ever to both sell and manage Azure, including transition tools, management tools, Azure Cost Management, Azure Lighthouse and additional value-add services. The New Azure

Experience includes a self-serve consumption dashboard for customers to better understand their usage.

IMC continues to deliver value to authorized dealers by helping them understand their Cloud Ascent data within their Partner Center Portal. This valuable information provides you with information and buying propensity signals about your customers that can be incredibly valuable in helping you understand what customers are likely to buy of Microsoft services (M365/D365/Azure). We help our authorized dealers harness the value of this data with our Power BI tools that simplify data accessibility.

Finally, as a value add, IMC also delivers valuable services in the M365 & D365 Clouds with our industry leading Modern Workplace & Dynamics 365 Business Applications Accelerate Program. Our elite service provider network helps our authorized dealers say “yes” to more opportunity by teaming our partners up with the right competencies to deliver complete solutions.

IBM Cloud: IBM Public Cloud offers a strong channel program, with easy partner onboarding. No accreditations are required to transact IBM Cloud. Cloud credits are often available for proof-of-concept and testing. IBM Cloud offers the only public cloud that is FIPS 140-2 level 4 certified and offers a Keep your own Key provision ensuring IBM cannot access data. It is certified for SAP on multiple platforms and has options for Bare Metal, Virtual Servers, Power Virtual Servers, Red Hat, OpenShift, and VMware.

GCP: Ingram Micro has long been a key distribution partner for Google Workspace cloud collaboration product. IMC is a GCP authorized distribution partner in the commercial segment and is authorized as an official GCP education authorized distribution partner.

The following customer references refer to work performed by Ingram Micro Cloud which will work hand-in-glove with Ingram Micro Public Sector, a newly formed wholly owned company of Ingram Micro Inc. As a new entity, Ingram Micro Public Sector does not on its own have the range of cloud references but would work together with the expertise of the Ingram Micro Cloud team to service the OMNIA contract.

Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Entity Name	Contact Name	Contact Title	Phone
[REDACTED]	[REDACTED]	Senior Director of Sales – Public Sector	[REDACTED]
City	State	Years Serviced	Annual Volume
Addison	IL	6	\$52.0 M + (*Combined)
Description of Services			
Ingram Micro Cloud distributes IT technology products and solutions to IT Savvy which sells these products to end-user customers in the commercial, Federal, and SLED markets.			

Entity Name	Contact Name	Contact Title	Phone
[REDACTED]	[REDACTED]	VP	[REDACTED]
City	State	Years Serviced	Annual Volume
Herndon	VA	3	\$7M
Description of Services			
Ingram Micro Cloud distributes IT technology products and solutions to AEM which sells these products to end-user customers in the commercial, Federal, and SLED markets.			

Entity Name	Contact Name	Contact Title	Phone
[REDACTED]	[REDACTED]	VP Sales	[REDACTED]
City	State	Years Serviced	Annual Volume
St Louis	MO	25	\$6M
Description of Services			
Ingram Micro Cloud distributes IT technology products and solutions to Keystone Technology which sells these products to end-user customers in the commercial, Federal, SLED and HC markets.			

Entity Name	Contact Name	Contact Title	Phone
[REDACTED]	[REDACTED]	Managing Partner	[REDACTED]
City	State	Years Serviced	Annual Volume
Milton	GA	1	\$34M
Description of Services			
Cloud distributes IT technology products and solutions to eCloud which sells these products to end-user customers in the commercial Ingram Micro, Federal and SLED markets.			

Entity Name	Contact Name	Contact Title	Phone
		VP Cloud	
City	State	Years Served	Annual Volume
Peach Tree Corners	GA	4	\$36M
Description of Services			
Ingram Micro Cloud distributes IT technology products and solutions to Converge which sells these products to end-user customers in the commercial, Federal and SLED markets.			

ix. **Provide any additional information relevant to this section.**

Cloud Technology Case Studies

In addition to the references listed above, Ingram shares several cloud technology case studies which are included immediately on the following pages.

1. **Using a Microsoft Azure Solution - Exhibit A**
 - Process Fusion (CA)
 - Customer - Ray Lavingia
2. **Using an Amazon Web Solution (AWS) Solution - Exhibit B**
 - Netreo (USA)
 - Customer - Jon April
3. **Academic/Education Leveraging a Cloud Solution - Exhibit C**
 - Colibri (AWS) (USA)
 - Customer – Chris Schuler
4. **Using a PaaS Solution - Exhibit D**
 - AKS PAAS for Edenred (USA)
 - Customer – Sudhir Chaudhary
5. **Has Purchased an IaaS Solution - Exhibit E**
 - Blackfridge (UK)
 - Customer - Geoff Walton

Case Studies

[Ingram Micro Cloud Logo]

[Header Image]

Industry
Service Provider

Location:
Canada

Employees:
1000+

Operating System:
Microsoft Server 2008
R2

Database: SQL
Server 2008 and
Windows Hyper-V
2008

Major Canadian Service provider modernizes traditional application into Azure Kubernetes platform with the help of Ingram Micro Professional Services team

Ingram Micro Cloud helped a major furniture retailer in Australia migrate their on-premise data center that was running at their corporate headquarters in Sydney. They were reaching the end of life with their SQL Server 2008 and Windows Hyper-V 2008.

On these servers, they were running a popular but outdated ERP called Sage Accpac 5.6 as well as a variety of other business applications that were being used at their headquarters and across various branches throughout the region.

The Problem

Some of the overarching problems they were facing with their legacy environment included increased operational costs, difficulties keeping up with their growing storage needs, the need to establish a viable disaster recovery system for their entire data center, and the overhead costs of running servers that they couldn't scale up and down quickly.

They were also not able to upgrade their ERP and other applications because they did not support the newer version of SQL Server 2008. As a result, they faced a significant challenge in updating their environment because the cost of extending support to their current on-premise operation would have been significant.

The Solution

As part of our IaaS Professional services, our Azure experts did an assessment of their current environment. This service helped them better understand, classify, and size existing workloads, enabling the creation of a roadmap that would ultimately result in a faster progression to Azure.

We proposed a solution to rehost their Windows and SQL servers on Azure. By partnering with Ingram Micro Cloud, they were able to have flexible options while taking the common risks associated with migrations out of the equation, accelerating the entire process.

Our solution leveraged Azure Site Recovery targeting Azure Virtual Machines with site-to-site VPN. In addition, we suggested a set of terminal services that enabled remote access host defined in a scale set. This allowed them to scale their machines up and down as they needed based on their capacity needs at any given time, which would ultimately be more cost-effective since their locations are not open 24/7.

Furthermore, one of the more glaring inefficiencies of their legacy system was a lack of a backup solution. As part of the services we provided, we used Azure Site Recovery and configured Azure Backup. This would ensure that they stayed in compliance with the data retention policy of Australia which requires data to be stored up to four years—two years plus an additional two years after an account has been closed. Our Security Compliance services ensure that their new Azure environment stays compliant moving forward.

The Results

After we completed the migration, they ended up maintaining a compliant environment and avoided paying the penalty for running legacy software on-premise. This cost would have been significant, for on-premise extended security update pricing is 75% of the EA or licensing price of the latest version of SQL or Windows server version. They were able to cut IT and operational costs by having the ability to upgrade and scale their environment to meet the needs of their business at any given time.

With our Managed Services, they are able to use our experts to make sure that their current cloud infrastructure is running at optimal efficiency and receive technical expertise to resolve any issues quickly if they arise. And lastly, with our Cost Optimization services, we were able to provide further recommendations post-migration to keep their cloud costs in check.

Netreo is an IT Operations full stack monitoring and AIOps company. They provide an IT Infrastructure Monitoring Platform, which gives organizations a unified, single source of view into their entire IT infrastructure — regardless of size, footprint, or complexity. Netreo offers personalized dashboards, automation with AIOps, actionable insights with intelligent alert management — used by the IT teams of the organizations to enhance productivity and performance efficiently.

Industry: Cloud Product

Headquarters: Huntington Beach, CA

Employees: 549

Challenge

Netreo acquired Stackify and wanted to ensure they are compliant with the industry standard best practices and also help the new organization get onboarded to DevOps culture.

Solution

Ingram Micro professional services provided a solution to Netreo to automate the deployment of application infrastructure with the help of AWS DevOps tools for increased agility, continuous integration, and continuous delivery/deployment (CI/CD) set up and reduced management overhead. This solution will also help increase the reliability, agility and reduce manual intervention

Results

- High Availability and Reduced maintenance work.
- Highly secured.
- Automatic Deployment of applications.
- Continuous Integration and Continuous Delivery.
- Continuous monitoring and auditing of the infrastructure.

Implementing the solution

As per the customer requirement, Development and Preproduction environment will be created and used along with their Production environment. AWS DevOps tool will be incorporated in Netreo's infrastructure. AWS Code Pipeline will be used which provides features to build, test, and deploy the application code every time there is a code change, based on the release process models customer defines.

- AWS Code Pipeline automatically integrates the native AWS services like Code Commit, Code Build and Code Deploy.
- There are three different environments- Development, Pre-Production and Production. Customer provided the Production environment. Ingram Micro built the Development and Pre-Production environment using CloudFormation template.
- Code Pipeline is configured in such a way that it will automatically deploy the code in Dev & Stage, and Pre-production environment, and manual approval will be required to deploy code in Production environment.
- On-premises data center is connected to 3 VPCs using Transit Gateway.

- According to predefined Customer provided infrastructure, data from On-premises Service Engine to Engine Server (hosted on AWS Cloud) accessed using private API Gateway attached to the VPC Endpoint.

AWS Stack: VPC, IAM, EC2, CloudFormation, ELB, CodeCommit, CodeBuild, CodeDeploy, CodePipeline, Cloudformation

Tech Stack: Aha, Jira, Bitbucket, Qtest, Veracode

Colibri Group Simplifies a Complex Migration with Ingram Micro Cloud Professional Services



Colibri Group helps millions of professionals manage and advance their careers through online learning solutions, all powered by our proprietary SaaS platform. Headquartered in St. Louis, Colibri Group offers a seamless experience to help licensed professionals progress throughout their careers, focused on licensing, continuing education, industry news, and job opportunities for healthcare, real estate, appraisal and financial services, among other professions.

Industry: Professional Training & Coaching

Headquarters: St. Louis, MO

Employees: 209

Challenge

The customer was using Rackspace Cloud to host their SaaS Hondros' applications. They were experiencing fast growth and wanted to scale.

Solution

Colibri Group chose the Architecture and Design Service—part of Ingram Micro Cloud Professional Services—to complement its own discovery and assessment capabilities.

Results

“Knowing that Ingram Micro Cloud has an extensive bench of partners that have proven themselves really made the decision a lot easier for us to go with them.”

Chris Schuler

► *Manager of Cloud Solutions Colibri Group*

Two key considerations were security and standardization of the assets. Auto-scaling was not working, and the customer was overpaying for unused dedicated servers and cloud. The customer was also experiencing more than normal downtime on Rackspace. A secondary driver is to upgrade to a stack that supports a newer version of SSL, PHP, and Magento so that compliance can be maintained for a 3rd party payment gateway

Choosing the right partner

Ingram Micro helped the customer simplify their architecture. The physical MySQL servers were replaced with high performance RDS instances using Provisioned IOPS, which cut costs while still meeting performance requirements.

RackConnect and the physical firewall were no longer needed because Amazon VPC handled all networking requirements. Amazon VPC helped meet PCI compliance requirements.

Future collaboration

Although Colibri Group has only used Ingram Micro Cloud Professional Services on this occasion, Chris sees it as a partnership that the company could likely continue in the future.

"Based on the results of the engagement, I can definitely see us utilizing these services more often," Harrington said. "I see an opportunity for us to expand into new markets and new service offerings, including more managed services, which is something we're looking to expand and grow in the next year."

Chris said he prefers to rely on Ingram Micro Cloud for time-consuming tasks to allow his team to focus on more specialized projects that tap into their areas of expertise. He also likes that they can scale services up or down as needed with Ingram Micro Cloud.

"Customers have complex problems to solve and it's our job to provide them with the best possible solution," he said. "Ingram Micro Cloud's team responded quickly and in a professional manner, and really met all expectations. I know that I can rely on Ingram Micro Cloud Professional Services when needed."

Implementing the solution

Colibri Group decided to migrate to AWS and put their entire website infrastructure in the Amazon Cloud. Ingram Micro helped the customer stabilize and simplify their architecture. Ingram Micro works to support our customers through the migration by first understanding their business needs and their current deployment on Rackspace. Then we map that over to corresponding services on AWS, architect new solutions on AWS that were not possible on Rackspace, deploy those solutions, test the solution in a mock cutover scenario, and then carefully move data from Rackspace and perform the final cutover to AWS.

The Ingram Micro Cloud Professional Services team conducted the discovery process around the client's environments, provided guidance on migrating to AWS, and did a cost comparison against Azure CSP.

"This really allowed us to meet the customer's expectations, as well as their timeline," Chris said.

Executive Summary

Edenred streamlines deployments using Azure Kubernetes Service

How did Ingram Micro and Microsoft increase feature releases 10-fold and provide scalability for Edenred?

When Edenred needed to accelerate their time to market with new application features, we spearheaded an initiative to modernize and automate deployment for their flagship offering that saw the implementation of AKS, FrontDoor and DevOps.

Industry: Finance

Headquarters: US

Employees: 2500+

Edenred, formerly known as Accor Services, is an international company that specializes in specific-purpose payment solutions for companies, employees and merchants

Challenge:

Edenred was looking for a way to deliver new services faster to provide more value for its customers. Features and enhancements could only be monthly reducing the company's competitiveness in market. Also, the solution required more agility and the ability to quickly and dynamically scale up and down, while maintaining the lowest costs possible. The Edenred development team explored many vendors and technologies in its quest to find the right container orchestrator. The team knew that it wanted to use Kubernetes because it was the best-established container solution in the open-source community and backed by Microsoft as a managed service. The Edenred team was also concerned with an integrated stack which could handle their disaster recovery needs.

The Edenred team was already using other managed alternatives, but it hoped to find an even better way to manage the building process of Kubernetes clusters in the cloud. The solution needed to quickly scale per work queue and to keep the application environment clean post-execution. However, the Kubernetes management solutions that the team tried were too cumbersome to deploy, maintain, and get proper support for.

Solution:

Microsoft DevOps and managed AKS was the winning combination allowing Edenred to address their challenge with feature release tardiness. The solution reduced each deployment from 8 manual steps to a single approval increasing velocity of feature releases 10 fold. Azure Frontdoor and Application Gateway serve as the entry point to two AKS clusters hosting the frontend web application and backend microservices respectively. Frontend AKS communicates with the Backend AKS via VNet peering established with the underlying Virtual Networks. Both the cluster needed to get sync with the AKS API Server and get updates from the internet. So, limited internet access has been provided to them via Azure Firewall. Route tables are configured in such a way that any egress traffic to the internet must flow via the Firewall

The communication between the AKS cluster and the PaaS services like the Azure Database for Postgres, ACR & Key Vault happens via Azure Private Link which makes the communication more secure.

Azure Stack: FrontDoor, AKS, Container Registry, Storage Accounts, SQL DB, VMs, VNets, VPN Gateway, Azure AD.

Tech Stack: .Net, C#, Redis Cache, Postgresql

This solution can be implemented for any customer as the ARM templates are easy to customize.

Benefits of AKS:

Accelerate containerized application development: To accelerate the market use of modern application development. In AKS, you can easily define, deploy, and upgrade the most complex Kubernetes structures.

Increased Optional efficiency: AKS provides an automated provisioning, repair, monitoring, and scaling.

Azure Advisor helps in real-time optimization of Kubernetes deployment.

Secured Foundation: Azure active directory help to get fine-grained identity and access control to Kubernetes.

Benefits of DevOps:

Ingram Micro Cloud professional services helped add a full CI/CD pipeline to your AKS clusters with automated routine tasks and set up a canary deployment strategy in just a few clicks as part of Edenred deployment strategy. Detect failures early and optimize your pipelines with deep traceability into your deployments.

It was also important to the team to ensure that the deployment pipeline implemented by the self-service portal can be extended to serve a continuous integration and continuous deployment (CI/CD) process in the future. Automating the creation of new cloud environments is a key part of this process and extending the self-service portal to trigger such deployments via some build system (such as Jenkins) using web hook can help the further adoption of these additional DevOps practices.

RESULTS

The company's decision to migrate to Azure gave them a much more robust network with improved uptime, which had direct business impact delivering often very large software solutions to their worldwide clients. Now, anyone can easily make updates to their site via WordPress, freeing up their software developers to focus on higher-value projects. And finally, retiring their legacy on-prem hosting platform and its associated costs allowed them to consolidate vendors and save money.

The company plans to continue down its digital transformation path with Azure, leveraging cloud technologies to grow their business.

Blackfridge is a pioneering fintech company that aims to provide a fully collateralised GBP stablecoin for institutional clients.

Industry: Finance

Headquarters: UK

Employees: 500+

Challenge

- The most important and essential thing is security.
- Delay in time to market increases the cost of delivering software – need for DevOps method
- Increase agility.
- Application performance measurement, maintaining stability and meeting operational SLA can be made easy by using DevOps.

There were also optimizations in the development process that could be made to enable new features to be released, faster. The development team had a desire to adopt a new methodology to foster good DevOps practices.

Solution

- Design and Implementation of the AWS Landing zone to meet Blackfridge's standards and requirements. Cloud native security tools will keep the infrastructure more secure than the on-premises.
- Provisioning of AWS Core Infrastructure components - AWS accounts, networks, compliance configuration, core IAM identities and roles to meet Blackfridge's workload hosting requirements.
- Network connectivity to Blackfridge's on-premises network based on Blackfridge's security policies and segregation of accounts.
- Ingram Micro Cloud coded the deployment of the infrastructure stack in CloudFormation to give Blackfridge the capability of deploying the infrastructure in an automated fashion in minutes.
- Finally, Ingram Micro Cloud assisted Blackfridge in establishing code deployment pipelines using Ansible playbooks for orchestration

Results

- Scalability
- Automation
- Better Collaboration
- Streamlined release of feature and updates

Implementing the solution

DevOps Architecture consists of the following components:

Pipeline for Application deployment in UAT environment:

- AWS CodeCommit consist of three branches i.e develop, release and master.
- The developers develop the codes in develop branch and, commit and merge it to release branch.
- The CloudWatch detects the changes and pull the source code and put it into an artifact bucket. CodeBuild downloads the source code into the build environment and then uses the build specification (buildspec), as defined in the build project, or included directly in the source code. CodeBuild compiles the source code, runs unit tests, and produces artifacts that are ready to deploy.
- After performing all the unit test, the CodeBuild upload the code to an artifact bucket, CodeDeploy download the code and deploy it to Docker swarm container in UAT-VPC for testing by the QA/Testing department. After it passes all the checkpoints, then the final code undergoes through the second pipeline

Pipeline for Application deployment in PROD environment:

- The developers take the final codes in release branch and, commit and merge it to master branch.
- The CloudWatch detects the changes and pull the source code and put it into an artifact bucket. CodeBuild downloads the source code into the build environment and then uses the build specification (buildspec), as defined in the build project or included directly in the source code. CodeBuild compiles the source code, runs unit tests, and produces artifacts that are ready to deploy.
- After performing all the unit test, the CodeBuild upload the code to an artifact bucket, CodeDeploy download the code and deploy it to Docker swarm container in PROD-VPC in the production environment where it is accessed by the end users.

AWS Stack: AWS Org, AWS Control Tower, SSO, AWS Service Catalog, VPC, IAM, EC2, CodePipeline, Control Tower, CloudFormation, ELB, S3, Transit Gateway

Tech Stack: PHP, Magento, Apache, Drupal, MySQL

5. Value Add

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

As is demonstrated in our proposal, Ingram Micro Public Sector has a robust cloud practice with access to many cloud vendors and cloud services of which several are included in our bid. We also have the financial resources, access to a large reseller base with of over 7,000 partners selling into the public sector market, and access to over 1,600 technology vendors. Ingram Micro Public Sector believes that it can further enhance this contract by offering Region 4 ESC and Omnia Partners customers access to the full depth and breadth of products and services it has to offer this marketplace.

Ingram Micro Public Sector, as the public sector contracting organization of one of the largest commercial Information Technology (IT) distributors in the world and recognized channel leader, can provide additional technology products and solutions to make this contract an all-encompassing contract vehicle for end users and technology resellers alike. This will provide buyers a single contract vehicle and access to multiple authorized reseller partners that can offer solutions from the simple acquisition of hardware, software, and cloud products all the way through complex solution requirements. Ingram Micro Public Sector, upon contract award, will work with Region 4 ESC and Omnia Partners to add vendor products and services to this contract vehicle from the list of Value Added Technologies presented below.

Ingram Micro Value Add Technologies

Other than our cloud program, Ingram Micro is pleased to offer the following value-add technologies based on our broad depth of offerings:

IT Products and Solutions include:

- Artificial Intelligence & Machine Learning
(Key Govt. Priority)
- Big Data *(Key Govt. Priority)*
- Cybersecurity *(Key Govt. Priority)*
- Cloud Computing *(Key Govt. Priority)*
- Components
- Data Center *(Key Govt. Priority)*
- Emerging Business Group
- Health IT *(Key Govt. Priority)*
- Internet of Things (IOT)
- IT Peripherals
- Mobility *(Key Govt. Priority)*
- Networking
- Physical Security

- Software & Licensing
- Storage
- Supplies & Accessories
- Telework & Distance Learning *(Key Govt. Priority)*
- Workstations & Systems
- Virtualization

Technical Support Services include:

- Pre-Sales Support
- Solution Design
- Technical Solution Engineers
- Technical Account Managers
- Business Transformation Center
- Partner Training/Boot Camps

Field Deployable Resources include:

- Sales Account Executives
- Business Development Executives
- Market Development Executives
- Channel Account Executives
- Technical Solution Engineers
- Field Credit Managers
- Technology Solution Experts

Marketing Services include:

Business Intelligence

- Agency Express
- Demand/Lead Generation
- Event Management
- Creative Services
- Call Campaigns
- Channel Communities

Financing Options include:

- Net and Extended Terms
- Flooring Programs
- Leasing and Rental Programs
- End User Financing
- White Label Options
- TaaS

Logistical and Operational Support includes:

- Order and Project Management
- Custom Logistics/Warehousing
- Express Warehousing
- Global Fulfillment
- Partners Licensing Desk
- eCommerce Tools
- Government Contract Services
- Easy Online Web Ordering and Returns
- RenewVue (Renewal Management)
- Cisco Partner Now Portal
- Cloud Marketplace

Professional and Training Services include:

- Assess | Design | Deploy | Manage | Dispose
- IM Link Partner Network
- IM Expert Services
- Ingram Micro Deployment Services
- Ingram Micro IT Asset Disposition
- Partner Technical Enablement
- Configuration and Integration Services
- Certification Road-mapping
- Training Services

6. Additional Required Documents (Appendixes C & D, and Addenda)

The following documents from Appendix C are included within this section:

- a. **Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)**
- b. **Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)**
- c. **Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)**
- d. **Texas Government Code 2270 Verification Form (Appendix C, Doc #4)**
- e. **Any additional agreements Offeror will require Participating Agencies to sign**
Included within this section are the Ingram Micro Cloud General Terms of Service and the Ingram Micro Marketplace Terms of Service

The following document from Appendix D is included within this section:

- a. Exhibit F – Federal Funds Certification with FEMA Special Conditions

Signed acknowledgments for receipt of Addenda 1, 2, 3, and 4.

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

OPEN RECORDS POLICY

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

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

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

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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

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

April 27, 2022

Date

Authorized Signature & Title

Manager

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

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

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

Company _____ **Contact**
INGRAM MICRO PUBLIC SECTOR LLC

Address _____
10900 Pump House Road Suite B

Annapolis Junction, MD 20701

Phone _____
301-957-9009

Fax _____
301-725-7869

**Official
Authorizing
Proposal**

Signature
Stephen Todd Hartung

Printed Name
Director of Contracts

Position with Company

Signature
Anthony Celeste

Printed Name
Manager

Position with Company

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

Proposal Page Reference	Document/Section Reference	Requested Classified Redaction	Purpose
Page 2	Ingram Cover Letter	Signature redaction	Personal Identifiable Information
Page 12	Offer and Contract Signature Form	Signature redaction	Personal Identifiable Information
Page 93	Appendix C, Doc #1	Signature redaction	Personal Identifiable Information
Page 94	Appendix C, Doc #2	Signatures redaction	Personal Identifiable Information
Page 96	Appendix C, Doc #3 Texas Form# 1295	Signature, DOB and Address redaction	Personal Identifiable Information
Page 97	Appendix C, Doc #4	Signature redaction	Personal Identifiable Information
Page 63	Omnia Contract Document Sig. Page	Signature redaction	Personal Identifiable Information
Page 116	Federal Funds Certification	Signature redaction	Personal Identifiable Information
Page 128	FEMA Special Conditions Document	Signature redaction	Personal Identifiable Information
Page 132	FEMA Special Conditions Document	Signature redaction	Personal Identifiable Information
Page 38	3.1 Company Section D	Annual Sales Number for 2018, 2019, 2020	Proprietary Company Sales Data
Page 46	3.2 Distribution, Logistics Section E.	Facility Locations and Size	Proprietary Company Data
Page 52	3.3 Marketing and Sales Section J.	2021 Government Sales Data Breakout.	Proprietary Company Sales Data
Pages 77 - 78	4.0 Qualifications and Experience section viii	Reference Contact Information	Proprietary Company Data

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number: 2022-878144

Date Filed: 04/25/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Ingram Micro Public Sector LLC, Annapolis Junction, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 22-08 Total Cloud Solutions and Services. Including other Information Technology Products and Services

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (Controlling, Intermediary)

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Anthony Celeste, and my date of birth is [redacted]

My address is 10900 Pump House Road Suite B, Annapolis Junction, MD, 20701, USA

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

Executed in Howard County, State of Maryland, on the 28 day of April, 2022

[Signature] Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code 2270 Verification Form

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

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

I, Anthony Celeste, as an authorized representative of

INGRAM MICRO PUBLIC SECTOR LLC, a contractor engaged by

Insert Name of Company

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

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

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

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



Signature of Named Authorized Company Representative

04/27/2022

Date

INGRAM MICRO CLOUD GENERAL TERMS OF SERVICE

Last Modified: February 17, 2020

Thank you for using Ingram Micro Cloud Services! Please carefully read the following general terms of service (the "**Terms**") because they govern your use of the websites that link to these Terms (each, a "**Site**"), and any use of services provided by Ingram Micro (and not third parties) and accessed through the Site (together with Site, the "**Services**"). The Services are only available to users who are authorized to form legally binding contracts under applicable laws in the jurisdictions in which the Services are offered or made available. Any software, cloud or other products or services provided by a third-party vendor (each, a "**Vendor**") and ordered, purchased, or accessed by you through a Site are "**Vendor Services**". When "Ingram Micro", "we", "us" or "our" is used in these Terms, they refer to Ingram Micro Inc. and/or its applicable affiliate(s).

1. **Applicability**

If we provide Services to you in the United States of America, these Terms are applicable between you and Ingram Micro Inc., a Delaware corporation. If we provide Services to you in another country, these Terms are between you and the applicable Ingram Micro local affiliate with which you transact.

By using the Services, you accept and agree to be bound by and comply with these Terms, effective from the first time you access or use the Services. The purchase, sale, resale, and marketing of the Vendor Services we make available is governed by a separate written agreement which has been entered into between us and is supplemented by the Ingram Micro Cloud Marketplace Terms if such transactions are made through the Ingram Micro Cloud Marketplace.

These Terms are in addition to any terms and conditions that apply to particular Services or Vendor Services, including any other Ingram Micro or Vendor terms of service, use agreements, or policies that are incorporated by reference in these Terms or made available online via the Site or on the applicable Vendor website. For clarity, you agree that the terms of use for any Vendor Services will be as set forth by the applicable Vendor and any party accessing or using such Vendor Services must comply with them. While we may try to assist you in your effort to resolve disputes with Vendors, you agree that we are not responsible or liable for any Vendor Services in any way.

2. **Access and Use of Services**

We will create an account for you and your access will be granted in the form of username and password or by application programming interfaces (APIs) or other remote access. The access we provide is for your use solely within the applicable country for your account(s). You are responsible for maintaining the security and confidentiality of this unique access authorization and all activity in your account at all times. The use of your credentials by third parties without our prior approval is strictly forbidden. You will remain primarily liable for any and all charges or fees incurred by or through the use of

the credentials we provide to you. We reserve the right to charge a fee for any of our Services at any time upon notice to you.

3. Modification and Termination

We may modify these Terms or our Services at any time and may impose new conditions applicable to the use of the Services in our sole discretion. It is your responsibility to check these Terms regularly. Any modification to these Terms will be effective once posted on the Site. Use of the Services after any such modification will signify your acceptance of such updated Terms. If any modification is unacceptable, you may stop using the Services. In fact, you may stop using the Services at any time.

We reserve the right to immediately terminate or suspend your access to the Services if:

- (i) we stop offering the Service;
- (ii) you breach any of these Terms;
- (iii) your or your customer's use of the Services would cause risk of harm or loss to us or other users; or
- (iv) you have not used your account for a period of six (6) months.

It should be common sense, so we will not bore you with an exhaustive list of things you should not do, but if we (in our sole discretion) determine that you have acted inappropriately or in breach of these Terms, we reserve the right to terminate your account, prohibit you from using the Services, and take appropriate legal actions. Just so we are clear, you may not access or use the Services for any illegal activity. We may monitor your activity at any time. Additionally, we may temporarily or permanently prevent you from using the Services, cancel the Services without a refund and, if appropriate, pursue legal action against you. In addition, you may be subject to civil or criminal penalties and injunctive relief. We will not be liable for any claims that might arise from our suspension or termination of the Services.

4. Intellectual Property

What is ours is ours and what is yours is yours, and nothing in these Terms or your use of the Services changes that. When you use the Services, you may provide things like files, content, messages, contacts and so on, that belong to you. The Terms do not give us any rights to your property except for the limited right to enable us to offer the Services. Likewise, the Services are protected by copyright, patent, trademark and other US and foreign laws and regulations. These Terms do not grant you any right, title or interest in the Services, others' content in the Services, trademarks, logos or brand features and no license or ownership right in any intellectual property owned by us or the Vendor is transferred to you. Please take note that any property developed by you through the use of our Services belong to us – this includes the development of service connectors (a software mechanism capable of processing requests that relates the Services to your or a third party's environment) used or developed for interacting with our Services. We welcome feedback, but note that we may use any comments, ideas, or suggestions without any obligation to you.

5. Data

You hereby grant us a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to you and/or your users that is processed using the Services (collectively, "Data") strictly for the limited purpose of providing the Services to you and/or your users. If you are a reseller, you agree that you have received proper consent from your customers to provide their information to us for use in connection with Services. By using the Services, you agree that we may use Data in accordance with our Privacy Statement, available [here](#).

6. **Disclaimer of Warranties**

We strive to provide great Services, but there are things we cannot guarantee. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THE SERVICES ARE PROVIDED "AS IS." WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. **Limitation of Liability**

WE DO NOT EXCLUDE OR LIMIT OUR LIABILITY TO YOU IF IT WOULD BE ILLEGAL TO DO SO. THIS INCLUDES ANY LIABILITY FOR OUR FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS ARE NOT ALLOWED, WE ARE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, INGRAM MICRO, ITS AFFILIATES, OR ITS SUPPLIERS WILL NOT BE LIABLE FOR:

- I. ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES;
- II. ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY;
OR
- III. ANY AMOUNT GREATER THAN \$100.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT INGRAM MICRO OR ITS AFFILIATES HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Indemnification**

You agree to indemnify, defend and hold us, our affiliates, and our suppliers harmless from and against any and all third-party claims that might arise as a result of your breach of your obligations, access to or use of the Services in breach of these Terms.

9. **Notices**

If you would like to communicate with us concerning our Services, including if you think that something in those Services infringes your rights, please notify us at the following address(es):

Email: IMCloudServiceDesk@cloud.im

Post: Ingram Micro Legal Department
3351 Michelson Drive, Suite 100
Irvine, CA USA 92612

10. **Entire Agreement**

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights. We reserve all rights not expressly granted in these Terms.

11. **Waiver, Severability, Assignment and Survival**

Our failure to enforce a provision is not a waiver of our rights to do so. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any provision required by its construction or required for rights and obligations enforcement, will survive termination, including, but not limited to, the indemnity provisions, limitations of liability and the survival terms of this section.

INGRAM MICRO CLOUD MARKETPLACE TERMS

Last Modified: February 17, 2020

If you are using an Ingram Micro Cloud Marketplace (“**CMP**”), then the following terms and conditions (“**CMP Terms**”) apply to your transactions on that CMP, in addition to the Ingram Micro Sales Terms and Conditions or other written agreement you may have in place with us, and your access and use of the CMP is governed by the Ingram Micro Cloud General Terms of Service.

- 1. Introduction to CMP and Applicable Terms.** A CMP enables you to order, provision and purchase Vendor Services for resale to your customers or your own use with automated recurring billing. Most Vendor Services are offered on a subscription basis for an initial term that is often subject to auto-renewal, so you should carefully check the term of the Vendor Service you are ordering to understand the duration, renewal options and termination rights. Further, purchases through the CMP do not typically require any physical delivery, and thus no terms in your existing agreement with us related to delivery or returns will apply to purchases from the CMP unless expressly agreed otherwise. Your resale of the Vendor Service you provision and purchase from us may be subject to additional terms and conditions required by the Vendor, and you are responsible for checking the CMP Site to determine if any Vendor terms apply to the Vendor Services you wish to resell. All Vendor Services will require the end user to accept the Vendor’s end user license agreement, terms of use, or terms of service, so you need to inform your customers of this requirement. Likewise, if you are using the Vendor Service yourself, you will need to accept and abide by those Vendor terms and conditions, too.
Notwithstanding anything to the contrary in these CMP Terms, your license or right to use any Vendor Services is provided by the Vendor and not Ingram Micro, and is subject to any terms and conditions made available by the Vendor, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses.
- 2. Payment.** You agree to pay the fees and charges for the Vendor Services as outlined on the CMP. We will accept payment from you by methods we make available and you select. You acknowledge that fees and charges for Vendor Services you purchase may, as a result of foreign currency exchange fluctuation, be adjusted during the term of your subscription, at our discretion. Therefore, the amount you pay for the Vendor Services may vary from time to time during the term of your subscription, even though you may purchase Vendor Services in advance for a fixed term. We will notify you of any such changes by updating the CMP or sending notice by e-mail or regular mail. Fees and charges for Vendor Services are non-refundable.

You are responsible for billing and collecting any payments for Vendor Services from your customers. To the extent we provide you with payment frequency options, you agree that you will extend the payment frequency option that you choose to your customers. You agree that your payment obligations are NOT a "paid when paid" arrangement. Accordingly, your customer’s failure to pay for Vendor Services will not relieve you of your obligation to timely pay us for the Vendor Services ordered by or through you. If they do not pay you, you still must pay for the Vendor Services you order.

You must pay in advance for your or your customer's use of the Vendor Services, unless otherwise agreed to by us. You authorize us to automatically charge any amounts payable by you in connection with your or your customer's use of the Vendor Services when required or applicable, such as when billing is based on consumption or if the Vendor Services automatically renew, or potentially in other cases.

The amount of Vendor Services you may order is subject to any limits established by your credit card or other payment processing issuer. For any and all credit card chargebacks, we may charge you an administration fee. For all valid credit cards that you provide us for the purpose of payment, if you do not notify us prior to the expiration date of such credit card, we will automatically update the expiration date of the credit card in our internal system to the next year in order to prevent interruption of Vendor Services.

If we waive the requirement for you to pay in advance and grant you a credit line, you must pay within the time indicated on the invoice, and you must pay via wire transfer, ACH or such other electronic payment method deemed acceptable by us. We may charge you 1.5% per month, or the highest rate permitted by law, whichever is less, for late payments. Credit limits may be granted, modified, suspended, or terminated at any time in our sole discretion. We may require you to provide credit card information as backup, and if you are late in making payment we may automatically charge your credit card for such outstanding amounts and may charge you a late fee of 3.5%. We may, in our sole discretion, charge amounts payable by you in USD or in your local currency. If you fail to make timely payment you agree that we may, in addition to all other rights and remedies provided to us hereunder or at law, terminate or suspend the affected Vendor Services.

Wire transfers should include any additional processing fees that may apply, particularly international wire transfers. You are responsible to ensure these additional fees, if any, are added to the wire transfer submitted to us.

3. **Tax.** Unless otherwise indicated in an invoice or agreed to in writing by you and us, all payments are exclusive of national, federal, state, provincial, local or foreign taxes, duties, tariffs, levies and similar assessments. You agree to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including sales, use, excise or value added taxes, and all other similar charges (collectively, "Taxes") that are imposed on transactions by or under the authority of any government body, excluding Taxes based solely upon our net income. If you are a tax-exempt entity or claim exemption from any Taxes hereunder, you will provide a certificate of exemption and, after receipt of valid evidence of exemption, we will not charge you any Taxes from which you are exempt.
4. **Unauthorized Use of Vendor Services.** Neither you, nor your customer may use or otherwise access the Vendor Services in a manner that exceeds the authorized use. If you or your customer exceed the authorized use of the Vendor Services then you will promptly notify us and immediately: (i) disable or correct impermissible use; or (ii) purchase additional Vendor Services to correspond to actual use. You agree that we or the Vendor may review your use of the Vendor Services, and you will provide any reasonable assistance to verify your or your customer's compliance with these CMP Terms and any other applicable terms. We may suspend or terminate the use of the Vendor Services immediately upon written notice of non-compliance identified in such review, in addition to exercising any other rights or remedies we or the Vendor may have.

5. **Termination of Access and Use to CMP.** If we determine that you may have violated these CMP Terms or any other terms referenced herein, including that if at any time your fees are more than ninety (90) days in arrears, we, in our sole discretion, may deem that you have abandoned your customers and we reserve the right to terminate your account with cause and assume ownership of your customers directly, without any financial consideration or relief whatsoever to you. Upon termination of Vendor Services for any reason, you will be responsible for all subscription fees for Vendor Services you have ordered until the end of the subscription term(s). Further, you agree that all amounts outstanding from you to us for Vendor Services will accelerate and become immediately due and payable up the effective terminate date.
6. **Data and Privacy.** You hereby grant us and the applicable Vendors a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to you and/or your users that is processed using the Vendor Services (collectively, "**Data**") strictly for the limited purpose of providing the Vendor Services to you and/or your users. If you are a reseller, you agree that you have received proper consent from your customers to provide their information to us for use in connection with Vendor Services or comply with an alternative legal basis for providing their information to us. By using the CMP, or your or your customer's use of the Vendor Services, you agree that we may use Data in accordance with our Privacy Statement, available [here](#). Your or your customers' use of Vendor Services may also be subject to the privacy policies of the Vendor.
7. **Conduct.** You agree that you are responsible for using (or your customer's using) the Vendor Services within the permitted scope and only in accordance with the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which you or your customers are permitted to use the Vendor Services as set forth in these CMP Terms or the Vendor's terms.
8. **Support Services.** We may make support Services available to you for your use of the CMP in our discretion from time to time. If we determine that any support request falls outside the scope of the support Services then available, we may provide custom support services for a fee, or on a per service basis, and we will provide a quote to you before performing the additional Services. We may require that you pay for the Services prior to the commencement of any work being performed. You must, within fourteen (14) days of receiving any such support Services, notify us if there are any issues with the Services. We are not responsible for and will not provide assistance with any issues you may raise beyond this time frame. We may request certain information or Data from you and may request that you follow certain processes prior to providing you with support for the Services and to enable us to provide the Services. If you decline to provide such information or follow such processes, we will not be liable and you will be solely responsible for the backup of any and all information and data that you provide to us and you will be solely responsible for any damage and loss you might suffer including, without limitation, data loss or a privacy breach.

Service level agreements may apply to certain Services. We may change, discontinue or add service level agreements from time to time, at our discretion.

9. **Warranty.** You represent and warrant that you are: (i) a party doing business; (ii) located in a jurisdiction; and (iii) engaged in activities, such that we are not required to obtain any export license, permit or other approval under applicable laws and regulations including

but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by these CMP Terms. Furthermore, you acknowledge and agree that we have the authority to monitor such status on a regular basis and, if we determined that at any point in time you are in violation of any of these representations and warranties, we are entitled to immediately suspend or terminate any and all Services and Vendor Services to you (and any accounts you have with us) without prior written notice, and you will forfeit any remaining balance on your account.

CMP Supplemental Terms - United States

The following supplemental terms and conditions apply to your use of the Ingram Micro Cloud Marketplace found at <https://us.cloud.im/>, in addition to the CMP Terms and the Ingram Micro Sales Terms and Conditions or other written agreement you may have in place with us, and your access and use of the CMP is governed by the Ingram Micro Cloud General Terms of Service.

1. **HIPAA – US Customers Only.** Unless otherwise specified in writing by us, we do not intend use of the Services to create obligations under HIPAA and make no representations that the Services satisfy HIPAA requirements. If you or your customer are (or become) a Covered Entity or Business Associate, as defined in HIPAA, you will not and will ensure your customer does not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received prior written consent to such use from us.

If you are (or become) a Covered Entity or Business Associate, as defined in HIPAA:

(i) And if you order Services from us through a CMP that are identified in the Site as HIPAA compliant, then you agree to the Ingram Micro Cloud Marketplace Reseller Business Associate Agreement posted on the Site; and

(ii) You will not, and you will ensure your customer does not, use any Services (other than those identified in these CMP Supplemental Terms) for any purpose or in any manner involving Protected Health Information (as defined in HIPAA). We do not intend uses of the non-HIPAA compliant Services to create obligations under HIPAA and makes no representations that the non-HIPAA compliant Services satisfy HIPAA requirements.

CMP Supplemental Terms – Brazil

The following supplemental terms and conditions apply to your use of the Ingram Micro Cloud Marketplace found at <https://br.cloud.im/>, in addition to the CMP Terms and the Ingram Micro Sales Terms and Conditions or other written agreement you may have in place with us, and your access and use of the CMP is governed by the Ingram Micro Cloud General Terms of Service.

If your Marketplace order is invoiced by Ingram Micro directly to your clients/end users, you are responsible for submit to the information contained in the Ingram Micro Cloud Marketplace Terms and the Specific Terms of each Service Vendor. Failure to confirm such submission will make you liable for any complaints or legal suits that your end customers may file against Ingram Micro.

Each service offered at the Ingram Micro MarketPlace is subject to the Specific Terms of each Service Vendor. Ingram Micro is responsible only for the provision of the Marketplace and invoicing of the services. Ingram Micro makes the Ingram Micro documents and Specific Terms for each Service Vendor applicable to the Marketplace available at <https://br.cloud.im/>.

All invoicing of Ingram Micro Cloud Marketplace services will be made in BRL. It is your responsibility to check the form of invoicing of the services selected at the Ingram Micro Cloud Marketplace. Most services are invoiced on a monthly basis and vary according to use, and you can follow the use of your services and those of your clients on a daily basis, directly in our platform.

According to your internal evaluation, Ingram Micro Brasil will grant you and/or your clients a credit line, which may be changed from time to time at our sole discretion. At the frequency established for each service selected by you and/or your clients, we will issue Invoices and bank slips regarding the services used by you and/or your clients. If you and/or your clients remain in default for a period longer than sixty (60) days, Ingram Micro may, at its discretion, suspend the hired services until payment of the debt is confirmed. You are aware that the suspension of the services may lead to loss of data and information of the service users and that Ingram Micro is not responsible for eventual damages caused to you and/or your clients. Additionally, you are aware that you will pay for any losses that Ingram Micro may have in case one of your end customers seeks legal action.

The management and cancelling of your clients' services is your responsibility. It is also your responsibility to inform your clients that, if they wish to cancel any services, they must make that request to you, and not directly to Ingram Micro. In case of issues arising from the lack of communication or delay in your request to cancel any services hired by your clients, you will be liable for any damages suffered by Ingram, and we may deduct eventual commission amounts due to you by Ingram Micro.

If one of your client's requests change of the Retail in charge of managing your services at the Ingram Micro Marketplace, we will communicate this to you and proceed to the change, as requested by the client.

CMP Supplemental Terms – France

The following supplemental terms and conditions apply to your use of the Ingram Micro Cloud Marketplace found at <https://fr.cloud.im/>, in addition to the CMP Terms and the applicable Ingram Micro Sales Terms and Conditions or other written agreement you may have in place with us, and your access and use of the CMP is governed by the Ingram Micro Cloud General Terms of Service.

The provisions set forth in these CMP Supplemental Terms apply in addition to the CMP Terms and annul and replace the respective terms provided in the CMP Terms.

1. **Late Payment**

We may charge you 1.5% per month, or the highest rate permitted by law, whichever is less, for late payments. Late payment interests shall be automatically applicable without need for any prior formal notice and shall be calculated with reference to said amount from the date on which payment was due until the date of effective payment. In addition,

in case of late payment, you hereby authorize us to recover an additional amount of 40 euros for collection costs. If the collection costs exceed this amount, an additional compensation could be requested by submitting evidence.

2. Termination of Access and Use to CMP

If we determine that you may have violated these CMP Terms or any other terms referenced herein, including that if at any time your fees are more than ninety (90) days in arrears, we, in our sole discretion, may deem that you have abandoned your customers and we reserve the right, to the maximum extent permitted by law and in accordance with the applicable laws, to terminate your account with cause and assume ownership of your customers directly, without any financial consideration or relief whatsoever to you. Upon termination of Vendor Services for any reason, you will be responsible for all subscription fees for Vendor Services you have ordered until the end of the subscription term(s). Further, you agree that all amounts outstanding from you to us for Vendor Services will accelerate and become immediately due and payable up to the effective terminate date.

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

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

(d) *Reporting requirement.*

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

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

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

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


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

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

APPENDIX II TO 2 CFR PART 200


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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


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

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

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


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

- (1) No Federal appropriated funds have been paid or will be paid 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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


RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES _____ AC Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ AC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES _____ AC Initials of Authorized Representative of offeror

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

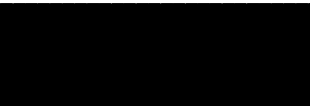
Offeror's Name: Ingram Micro Public Sector LLC

Address, City, State, and Zip Code: 10900 Pump House Road, Suite B, Annapolis Junction, MD 20701

Phone Number: 301.957.9011 Fax Number: 301.725.7869

Printed Name and Title of Authorized Representative: Anthony Celeste, General Manager

Email Address: tony.celeste@ingrammicro.com

Signature of Authorized Representative: _____  Date: April 27, 2022

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

Version October 19, 2021

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

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

b. Key Definitions.

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

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. DAVIS-BACON ACT

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

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

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

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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

5. COPELAND ANTI-KICKBACK ACT

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

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required auditservices.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

Anthony Celeste, General Manager

Name and Title of Contractor's Authorized Official

April 27, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

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

12. ACCESS TO RECORDS

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

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

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

13. CHANGES

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

14. DHS SEAL, LOGO, AND FLAGS

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

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

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

16. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Offeror's Name: Ingram Micro Public Sector LLC

Address, City, State, and Zip Code: 10900 Pump House Road, Suite B, Annapolis Junction, MD 20701

Phone Number: 301.602.2353 Fax Number: 301.725.7869

Printed Name and Title of Authorized Representative: Anthony Celeste, General Manager

Email Address: tony.celeste@ingrammicro.com

Signature of Authorized Representative: _____  _____

Date: April 27, 2022



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 1 is hereby issued as follows:

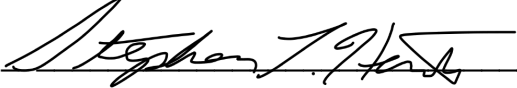
1. **Deadline for Receipt of Questions via Email:** The submittal deadline for questions for this RFP is hereby changed from Wednesday, April 23, 2022, and extended as indicated below:
 - Thursday, April 24, 2022, EOD @ 5:00 pm Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Ingram Micro Public Sector LLC

Contact Person Stephen T. Hartung

Signature 

Date April 29, 2022

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 1 is hereby issued as follows:

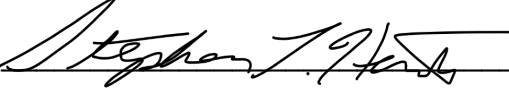
1. **Deadline for Receipt of Questions via Email:** The submittal deadline for questions for this RFP is hereby changed from Wednesday, April 24, 2022, and extended as indicated below:
 - Thursday, **March 24, 2022**, EOD @ 5:00 pm Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Ingram Micro Public Sector LLC

Contact Person Stephen T. Hartung

Signature 

Date April 29, 2022

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, May 3, 2022, 2:00 PM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for receipt of proposals is hereby changed from Tuesday, April 26, 2022 @ 10:00 AM and extended as indicated below and above:

- Tuesday, May 3, 2022 @ 2:00 PM CENTRAL TIME

Join Zoom Meeting

<https://esc4.zoom.us/j/82876182175> or 13462487799#

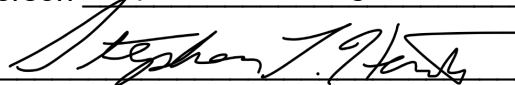
Meeting ID: 828 7618 2175

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Ingram Micro Public Sector LLC

Contact Person Stephen T. Hartung

Signature 

Date April 29, 2022

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, May 3, 2022, 2:00 PM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 4 is hereby issued as follows:

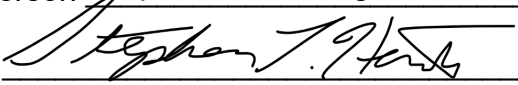
- **Exhibit H: New Jersey Compliance:** Exhibit H (DOC # 8) in the OMNIA Partners documents has been replaced in its entirety with the following page to reflect the State of New Jersey compliance guidelines updated link.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Ingram Micro Public Sector LLC

Contact Person Stephen T. Hartung

Signature 

Date April 29, 2022

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7. Letters of Authorization, Flow-Down Terms, Diversity Certifications

Included within this section are Letters of Authorization from:

- Microsoft
- AWS
- Google
- IBM

Also included within this section are Flow-Down Terms from

- Microsoft
- AWS
- Google
- IBM

Diversity certifications for two Ingram Micro Public Sector diversity suppliers:

- Mobilematics, a small, Woman, Minority Owned business
- Native American Technology Distribution, a small, Disadvantaged, Minority, Native American-owned business



Date: 5/5/2021

Company Name: Ingram Micro Inc. | Promark
Address: 3351 Michelson Dr #100
Irvine, CA 92612

Re: Letter of Authorization – Microsoft Online Services

To whom it may concern,

In accordance with the Microsoft Cloud Distributor Agreement for US Government Cloud (“agreement”) between Ingram Micro Inc. | Promark (“you/your”) and Microsoft Corporation (“Microsoft”), Microsoft hereby authorizes you to resell products through the Microsoft Cloud Solution Provider Program for Government (the “Program”) to your authorized Resellers. The Resellers you authorize to resell the products under the Program must resell products to customers in accordance with the agreement. You may authorize Resellers to resell under the Program at your discretion, including decisions regarding which Government contract vehicles they are authorized to sell under; however, you are liable for their compliance with the terms of the agreement. Any requests from Government customers seeking to confirm your Resellers’ status as an authorized reseller of Microsoft products they order through you under the agreement must come directly from you and not Microsoft. However, you shall provide Microsoft a list of your authorized Resellers upon Microsoft’s written request.

The Microsoft Azure Government Services and other Microsoft Online Services and products Microsoft may make available through the Microsoft Cloud Reseller Program for US Government Cloud are collectively referred to as the “Microsoft Products”. The list of Microsoft Products available under the Program provided on the Microsoft Portal, which is the Partner Center, the Partner Administration Center or an alternate site identified by Microsoft and used by Microsoft to communicate information about the Microsoft Cloud Reseller program.

Microsoft agrees that it will supply you with sufficient quantities of Microsoft Products to meet the orders you place under the agreement for the duration of the contract period and any extensions thereof in accordance with the agreement.

DISCOUNT TO GOVERNMENT PARTNER

Pricing for the Microsoft Products will be determined as prescribed in the agreement.

PRICE REDUCTION NOTIFICATION

Microsoft provides an updated current price list to its resellers monthly, which reflects changes in pricing and availability of the Microsoft Products, if any. Microsoft will provide you a copy of any such price list upon request.

AUTHORIZATION REQUIREMENTS

This authorization is contingent upon your compliance with the following requirements:

1. Incorporation of the Microsoft Cloud Agreement (MCA) into your Government Contracts. The MCA is included as part of the agreement and must be incorporated into every order between your authorized Reseller and the Government customer for the Microsoft Products.
2. Adherence to all contractual requirements contained in the agreement, any applicable addendum, and this Letter of Authorization.

Failure to comply with any requirement detailed above will result in (1) revocation of your authorization to resell Microsoft Products to your authorized Resellers and (2) your authorized Resellers' right to resell the Microsoft Products.

All licenses sold and acquired under and in accordance with the agreement and this Letter of Authorization shall be subject to and governed by the Microsoft Cloud Agreement ("MCA") and subsequent updates. The MCA is incorporated into your Agreement and in accordance with the Agreement the MCA must be expressly incorporated into (1) all contracts with your Resellers; and (2) all the orders your Resellers execute with Government customers.

DUNN and Bradstreet Number: Microsoft's Dunn and Bradstreet number is 081466849.

COMMERCIALITY

Microsoft Products available under the Program are customarily used by non-governmental entities for purposes other than Governmental purposes and sold or traded to the general public in the course of normal business operations.

TRADE AGREEMENT ACT INFORMATION

Microsoft Corporation is a U.S. Company, headquartered in the State of Washington. Thus, in accordance with *Technosource Information Systems, LLC; True Tandem, LLC, B-405296, et al., 2011 CPD ¶ 220*, Microsoft Online Services are a U.S. made end product or a designated country end product as defined in the clause entitled "Trade Agreements Act" at 48 CFR 552.225-5.

Sincerely,



James D. Miller
Sr. Director, WWLP Licensing
U.S. Public Sector



Partner Certificate

Date of Issuance: 04/15/2022

Jason McManus

Ingram Micro Inc.

3351 MICHELSON DR STE 100,
IRVINE,
CA,
92612-0697,
United States

Tender / Project: Region 4, OMNIA

This is to certify that Ingram Micro Inc. (and its affiliates, if any) is a Google Cloud Partner with the current status as described below and in the Partner Directory for Google Cloud Partner Advantage:

Partner Level: Premier Level		
Product	Engagement Model	Partner Advantage Region
Chrome	Sell	<ul style="list-style-type: none">• France,• North America,• UK&I - UK & Ireland
Google Cloud Platform	Sell	<ul style="list-style-type: none">• France,• North America,• UK&I - UK & Ireland
Google Workspace	Sell	<ul style="list-style-type: none">• France,• North America,• UK&I - UK & Ireland
Google for Education	Sell	<ul style="list-style-type: none">• France,• North America,• UK&I - UK & Ireland



Specialization/ Expertise/ Initiative	Specialization/ Expertise/ Initiatives Name
Specialization	
Initiative	• Distribution
Expertise	

This certificate is valid until¹ 12/31/2022 .

Very truly yours,



Nina Harding
Channel Chief, Global Partner Strategy & Programs
Google Cloud

¹ Provided that partner is current with all the mandatory requirements of the program





April 28, 2022

Mr. John Kinnan
Director, IBM BU Ingram Micro
1759 Wehrle Drive
Williamsville, NY 14221

To Whom it may concern,

This letter is to confirm that, as of the date of this letter, Ingram Micro, Inc. is an **IBM Business Partner – Distributor** authorized to sell to IBM Software products listed below to **Resellers** authorized by IBM.

Advanced Analytics	Partner & Supplier Engagement Solutions
Application Platform & Integration	Predictive Analytics
Assets & Operations	Prescriptive Analytics
Customer Analytics	Process Transformation
Customer Engagement Solutions	Risk & Compliance
Data Repositories & Appliances	Safer Planet
Digital Experience	Sales Performance Management
Enterprise Content Management	Security
Financial & Operational Performance Management	Social SW & Unified Communication
IBM Spectrum Storage Software	Software open distribution products
IBM XaaS – Entry¹	Talent Management
Information Integration & Governance	Telco Network Analytics
Internet of Things	Watson
Messaging & Collaboration	Watson Health
Open Source Analytics	

Footnote: 1) Includes IBM Cloud

Sincerely,

Robert Harris
Technology Operations Manager
IBM Partner Ecosystem, North America

CC: R. Cieplinski
S. Martens
A. Jouve

Microsoft Customer Agreement

US Government Community Cloud

This Microsoft Customer Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

- a. License grant.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses.** Licenses granted on a subscription basis or for a specified term expire at the end of the applicable subscription period or term unless renewed. Licenses granted for Products billed periodically based on metered usage continue as long as Customer continues to pay for usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights.** The latest Use Rights, as updated from time to time, apply to the use of all Products, subject to the following exceptions. (1) For Products with metered usage-based pricing (e.g., metered Azure Services): Material adverse changes published after the start of a calendar month will apply beginning the following month. (2) For Versioned Software: Material adverse changes published after the date a Product is licensed will not apply to the use of that Product during that license or subscription term unless the changes are published with the release of a new version and a subscription customer chooses to update to that version. (3) For other Products: Material adverse changes published after the start of the subscription term will not apply during the subscription.
- d. End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.
- f. Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.
- g. Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- h. Restrictions.** Except as expressly permitted in this Agreement, or Product documentation, Customer must not (and is not licensed to): (1) reverse engineer, decompile, or disassemble any Product, or

attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; (3) work around any technical limitations in a Product or restrictions in Product documentation; (4) separate and run parts of the Product on more than one device; (5) upgrade or downgrade parts of the at different times; (6) transfer parts of a Product separately; or (7) distribute, sublicense, rent, lease, or lend any Product, in whole or in part, or use them to offer hosting services to a third party.

- h. License transfers and assignments.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

Verifying compliance.

- a. Right to verify compliance.** Microsoft has the right, at its expense, to verify compliance on all use and distribution of products by Customer's and its Affiliates. To such end, Customer must keep records relating to all use and distribution of products. Verification will be conducted through an independent auditor retained by Microsoft, and Customer must provide, without undue delay, all necessary information, including visible access to systems running the Products and evidence of licenses for Products the Customer acquired from a third party, hosts, sublicenses, or distributes to third parties.
- b. Verifying process.** Microsoft will notify Customer at least thirty (30) calendar days in advance of its intent to verify Customer's compliance with the license terms for the Products Customer and its Affiliates use or distribute. The independent auditor is also subject to confidentiality obligation. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Customer's operations, during the course of the audit.
- c. Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within thirty (30) days, Customer must order sufficient licenses to cover its use. If such use or distribution is determined to be in excess of Customer's existing licenses by 5% or more of the audited environment(s) in the aggregate, then Customer must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list or the maximum allowed under applicable law, if less. Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal or contractual means.
- d. Customer self-audit.** Microsoft, at its sole discretion, may require Customer to conduct a self-audit, subject to the non-compliance remedies as set forth herein.

Privacy.

- a. Customer's privacy.** Customer's privacy is important to Microsoft. Please read the Microsoft Privacy Statement (<https://go.microsoft.com/fwlink/?LinkId=521839>) as it describes the types of data

Microsoft collects from Customer and Customer's devices ("Data"), how Microsoft uses that Data, and the legal bases Microsoft has to process that Data.

Confidentiality.

- a. Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.
- c. Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's sole remedies for breach of this warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time Customer acquired it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that Product. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (i) return the price Customer paid for the Software license or a prorated portion of the applicable Subscription fee for the Online Service (ii) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- a. Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or Use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, services or features, including Previews or to components of Products that Customer is permitted to redistribute (each, a "Limited Offering").

- b. Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- (i) **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- (ii) **Free Products and distributable code.** For Product provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- (iii) **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- (iv) **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

- a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

- e. Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee. For Online Services, Microsoft (1) will not provide a refund in connection with cancellation of a subscription if such cancellation occurs outside of the stated return period, and (2) reserves the right to invoice Customer for any future scheduled billings for any subscription cancelled in such a manner; cancellation terms may vary depending on the Product. Subject to Microsoft's discretion, Microsoft will provide a refund for certain Online Services subscriptions and will forego its right to invoice future scheduled billings.
- f. Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. Taxes.** Microsoft prices exclude applicable taxes unless identified as "tax inclusive" and similar. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or other transaction taxes, fees charges, or surcharges or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

- a. Term.** This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

 - (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
 - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable. **Changes to Products.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; and (2) either (i) presents a hardship for Microsoft to continue offering the Product without modification, or (ii) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance, for unused consumption for any usage period after the termination date.

Miscellaneous.

- a. Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order but the original terms will continue to govern Products acquired under prior orders.
- d. Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. Notices.** All notices must be in writing. Except for Notices of Dispute or notices relating to arbitration, notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation

Dept. 551, Volume Licensing
6100 Neil Road, Suite 210,
Reno, Nevada 89511-1137, USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form and will be deemed received on the date received at such physical or email address. See paragraph below for where to send Notices of Dispute and other notices relating to arbitration.

- k. Applicable law and place to resolve disputes.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- l. Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
- (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
 - (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations

- m. Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
- o. Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

"Microsoft" means Microsoft Corporation.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"use" means to copy, download, install, run, access, display, use or otherwise interact with.

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

Supplemental Government Community Cloud Terms.

If you are ordering a Government Community Cloud offering, the following terms apply:

- a. Community requirements.** Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and solely for the benefit of end users that are members of the Community. Customer must maintain its status as a member of the Community throughout the duration of the term for its Government Community Cloud Services. By maintaining or renewing its enrollment for Government Community Cloud Services, Customer certifies its continued membership of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.
- c.** Disclaimer: Government Community Cloud Services are not designed to operate in the same domain as non-Government Community Cloud Services. Additionally, Office 365 GCC High cannot coexist in the same domain as commercial Office 365 or Office 365 GCC, each as described in the Office 365 Service Descriptions.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional terms set forth in the Use Rights, including without limitation to the Data Processing Terms section of the Online Services Terms (and the "Standard Contractual Clauses" that are incorporated by reference thereto) and all provisions in the Online Service Terms relating to the European Union General Data Protection Regulation, will not apply. In addition, the Government-specific portions of the Compliance Trust Center Page, and not the foregoing Data Processing Terms, describe the control standards and frameworks with which Government Community Cloud Services comply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Definitions.**

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at <https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx> or a successor site Microsoft later identifies.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-

145. Notwithstanding that other Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services

ITAR Covered Services

This section applies to only the ITAR Covered Services, defined below, Customer orders under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to manage ITAR controlled data in the Customer Data in accordance with the directions provided here: <https://www.microsoft.com/en-us/trustcenter/compliance/itar>

Prerequisites:

- (i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.
 - (ii) Customer acknowledges that the ITAR Covered Services ordered under the Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation or in the portal through which your administrator(s) will manage and configure the ITAR Covered Services.
 - (iii) Customer is responsible for configuring the ITAR Covered Services and adopting and implementing such policies and practices for your End Users’ use of ITAR Covered Services, together with any add-ons, as you determine are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to you and not generally applicable to Microsoft as an IT service provider. Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer’s behalf to Microsoft’s billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.
- a. Special Terms.** The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer’s preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.
 - b. Personnel.** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize other Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.
 - c. Use of Subcontractors.** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft’s policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the

ITAR Covered Services.

- d. Notification.** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:
- (i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.
 - (ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or Customer's internal policies.
 - (iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.
- e. Conflicts.** If there is any conflict between any provision in this Section and any provision in the Agreement, this Section shall control.

f. Definitions

"Defense Service" has the meaning provided in 22 C.F.R. § 120.

"End User" means an individual that accesses the ITAR Covered Services.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this agreement, the Azure Government services, listed as being in the scope for the ITAR at <https://www.microsoft.com/en-us/TrustCenter/Compliance/itar> or its successor site.

IRS 1075 Covered Services

This section applies only to the IRS 1075 Covered Services, defined below, Customer orders under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to order IRS 1075 Covered Services in accordance with the directions provided here:

<https://www.microsoft.com/en-us/trustcenter/Compliance/IRS>

Customer Prerequisites:

- (i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.
- (ii) Customer acknowledges that the IRS 1075 Covered Services enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the IRS 1075

Covered Services.

- (iii) Customer is responsible to review Online Services documentation, configure the services, and adopt and implement such policies and practices for Customer's End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for it to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.
- (iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this Section. No other services are supported by the terms of this Section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on your behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

a. IRS Publication 1075 Special Terms.

- (i) IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.
- (ii) Microsoft and Customer have agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

b. Background Checks. Notwithstanding anything to the contrary in the IRS Safeguarding Exhibit, all screened personnel authorized to have logical access to Customer Data (that may include FTI) in the IRS 1075 Covered Services will meet background check requirements equivalent to those defined in IRS Publication 1075.

c. Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to you or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

d. Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

e. Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

f. Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

g. Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent

subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075's reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at <http://azure.microsoft.com/en-us/support/trust-center/>, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data and provide Customer with a mechanism to obtain notice of that update.

h. Security Incident Notification. The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

- (i) Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within your control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.
- (ii) If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer's internal policies.

i. Customer Right to Inspect.

- (i) Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Notwithstanding anything to the contrary in the IRS Safeguarding Exhibit, Customer will use this information above to satisfy any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or the Customer. Notwithstanding anything to the contrary in the IRS Safeguarding Exhibit, Microsoft will not grant any inspection rights to the IRS or access to Microsoft data centers or other facilities that may cause Microsoft to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its internal security policies.
- (ii) Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Agency, and Agency will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law. Notwithstanding the foregoing, upon request and pursuant to appropriate confidentiality protections, Enrolled Affiliate shall be permitted to provide Microsoft's audit information described in Section i(i) to the IRS to satisfy

the IRS inspection requirements under IRS Publication 1075.

(iii) This Section i is in addition to compliance information available to Customer under the OST.

j. Definitions.

"End User" means an individual that accesses the IRS 1075 Covered Services.

"FTI" is defined as in IRS Publication 1075.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at <http://azure.microsoft.com/support/trust-center/compliance/irs1075/> or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective September 30, 2016, including updates (if any) released by the IRS after signing the Agreement.

"Safeguarding Contract Language" or "IRS Safeguarding Exhibit" refers to Exhibit 7 of IRS Publication 1075.

Attachment 1

Internal Revenue Services

Federal Tax Information

Safeguarding Exhibit

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Exhibit, "contractor" refers to Microsoft, "agency" refers to Customer, and "contract" refers to the Agreement, inclusive of the IRS 1075 terms of the Agreement.

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Customer and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the

annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

DFARS 252.204-7012.

Microsoft Azure Government complies with DFARS 252.204-7012 subsections c-g except that for subsection c, Microsoft will report security incidents to Customer in accordance with and as described in the Microsoft Online Services Terms and Customer will be responsible for reporting the incident to DOD, if required, through <https://dibnet.dod.mil>. In addition, it is the Customer's responsibility, not Microsoft's, to obtain a medium assurance certificate. Customer who intends to order DFARS compliant Services from Microsoft needs to provide additional information here: <https://www.microsoft.com/en-us/trustcenter/compliance/dfars>

AWS PUBLIC SECTOR ACCESS POLICY (STATE)

(Last Updated March 17, 2016)

This AWS Access Policy (“**Access Policy**”) governs your access to and use of the Services (as defined below) of Amazon Web Services, Inc. (“**AWS**”) provided to you by your systems integrator, reseller, or services provider (“**Provider**”). It sets out the additional rules, conditions and restrictions that apply to you or the entity you represent (“**you**”) for use of the Services. In this Access Policy, “**we**”, “**us**”, or “**our**” means AWS and any of its affiliates. Please see Section 10 for definitions of capitalized terms.

1. Use of the Services.

1.1 Generally. You are provided access to the Services by your Provider. Your use of and access to the Services are governed by the agreement between you and Provider. This Access Policy supplements the terms of such agreement and may be updated by us from time to time. AWS Service Level Agreements do not apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Policies.

1.2 Account Keys. Provider may provide you with AWS account keys which will allow you to directly access the Services via Provider’s account(s). We are not responsible for any activities that occur under these account keys, regardless of whether the activities are undertaken by you, Provider or a third party (including your employees, contractors or agents) and we are also not responsible for unauthorized access to the account.

1.3 Third Party Materials. Through the use of Provider’s AWS account(s), you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your sole risk.

2. Your Responsibilities.

2.1 Your Materials. You are solely responsible for the development, content, operation, maintenance, and use of Your Materials with the Services. For example, you are solely responsible for:

(a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current application program interfaces for that Service;

(b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;

(c) any claims relating to Your Materials;

(d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person’s rights, including notices pursuant to the Digital Millennium Copyright Act;

(e) any action that you permit, assist or facilitate any person or entity to take related to this Access Policy, Your Materials or use of the Services; and

(f) End Users’ use of Your Materials and the Services and ensuring that End Users comply with your obligations under this Access Policy and that the terms of your agreement with each End User are consistent with this Access Policy.

2.2 Other Security and Backup. You or Provider are solely responsible for properly configuring and using the Services and taking steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

2.3 End User Violations. If you become aware of any violation of your obligations under this Access Policy by an End User, you will immediately terminate such End User’s access to Your Materials and the Services.

3. Service Interruption.

3.1 General. We may suspend the AWS account(s) through which you access the Services immediately if we determine your or an End User's use of the Services (i) violates the terms of this Access Policy (including the Acceptable Use Policy or Service Terms); (ii) poses a security risk to the Services or any other AWS customer, (iii) may harm our systems or the systems or Materials of any other AWS customer; or (iv) may subject us to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Provider, who is solely responsible for providing any notices to you under your agreement with them.

3.2 Scope of Interruption. To the extent practicable, we will (i) suspend your right to access or use only those instances, data, or portions of the Services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If commercially feasible, access to the Services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected. Nothing in this Section 3 will operate to limit your rights or remedies otherwise available to you against Provider under your agreement with them or applicable law.

4. Proprietary Rights.

4.1 Services. As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a licensee of Provider in accordance with this Access Policy and the agreement between you and Provider. We have no obligation to provide the Service to you under this Access Policy, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as expressly provided in this Section 4, you obtain no rights to the Services, the AWS Materials or any Third Party Materials.

4.2 Materials. As a part of the Services, you may have access to AWS Materials and Third Party Materials, which may be subject to additional terms and conditions (including the Terms of Use and Apache Software License). By using those materials, you are subject to such additional terms. You are solely responsible for securing any necessary approvals for the download and use of such materials.

4.3 Restrictions. Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Access Policy and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All rights and access granted to you with respect to the Services are conditioned on your continued compliance with this Access Policy, and you will immediately discontinue your use of the Services if you cannot comply with this Access Policy. You will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services or AWS Materials that you have used.

4.4 Suggestions. If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination.

4.5 Government Rights. If you are using the Services on behalf of the government and these terms fail to meet the government's needs or are inconsistent in any respect with federal or state law, you will immediately discontinue your use of the Services (including any AWS Materials).

5. Representations and Warranties. You represent and warrant that (a) you and your End Users' use of the Services (including any use by your employees and personnel) will not violate this Access Policy; (b) you or your

licensors own all right, title, and interest in and to Your Materials; (c) Your Materials (including the use, development, design, production, advertising, or marketing of your Materials) or the combination of your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (d) your use of the Services will not cause harm to any End User.

6. Indemnification. Except to the extent prohibited by applicable state law, you will defend, indemnify, and hold harmless us, our licensors and each of our respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Services (including use by your employees and personnel); (b) Your Materials or the combination of Your Materials with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights or the use, development, design, production, advertising or marketing of Your Materials; or (c) a dispute between you and any End User. If your ability to comply with the foregoing provision is limited to any extent by the absence of appropriations or government authorization, you will make good faith efforts to obtain sufficient appropriations or authorization for any liabilities arising under this Section 5.

7. Disclaimers. WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR ANY THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

8. Limitations of Liability. YOU MUST LOOK SOLELY TO PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

9. Miscellaneous.

9.1 Governing Law; Venue. Except to the extent prohibited by applicable state law, the laws of the State of Washington, without reference to conflict of law rules, govern this Access Policy and any dispute of any sort that might arise between you and us. You irrevocably consent to exclusive jurisdiction and venue of the federal courts located in King County, Washington with respect to any dispute arising in connection with the Services or this Access Policy. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply.

9.2 Entire Policy. This Access Policy is the final AWS policy governing your access to and use of the Services. It supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us (if any), whether written or verbal, regarding the subject matter of this Access Policy. If the

terms of this document are inconsistent with the terms contained in your agreement with Provider, the terms contained in this document will control. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Access Policy (whether or not it would materially alter it) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

9.3 Survival. The following provisions will survive any termination of your use of the Services: Sections 2.1, 4, 5, 6, 7, 8, 9 and 10.

10. Definitions.

“Acceptable Use Policy” means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.

“AWS Materials” means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include the Services.

“AWS Service Level Agreement” means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time.

“AWS Site” means <http://aws.amazon.com> and any successor or related site designated by us.

“Documentation” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals, instructions and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

“Materials” means software (including machine images), data, text, audio, video, images or other content.

“Policies” means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into this Access Policy.

“Services” means, collectively or individually (as applicable), the web services made commercially available by us to Provider for use under this Access Policy, including (as applicable) those web services described in the Service Terms.

“Service Terms” means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

“Suggestions” means all suggested improvements to the Services or AWS Materials that you provide to us.

“Terms of Use” means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

“Third Party Materials” means Materials made available to you by any third party on the AWS Site or in conjunction with the Services.

“Your Materials” means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.



Additional Terms and Conditions for AWS Subscriptions

The following additional terms and conditions (“**Terms**”) of Ingram Micro Inc. or its applicable affiliate (“**Ingram Micro**”) apply to the reseller customer’s (“**You**” or “**Your**”) purchase of Amazon Web Services LLC’s (“**Vendor**” or “**AWS**”) AWS Services (“**Services**”) subscriptions and to the use of such Services by You and Your customers.

- 1. Term and Termination.** Services start once provisioned, whether through the Ingram Micro Marketplace or otherwise. You may cancel the Services so long as no Service commitments are active hereunder (i.e. You or one or more of Your customers are employing any active Services). You may only terminate the Service if there are no existing term commitments for Services. If You or Your customer terminates its use of a Service prior to the expiration of the term commitment for the selected service, You will remain responsible to Ingram Micro for all remaining and accrued charges for such Service pursuant to the selected term commitment.
- 2. Fees.** You agree to pay the fees and charges for the Services as outlined in the registration process. If You or Your customer exceeds the usage limits applicable to the Service subscription, You agree to pay for the fees and charges for such over usage. For any extension of a subscription term or the provisioning of a Service upgrade, the then current price will apply, unless otherwise mutually agreed in writing by You and Ingram Micro. Ingram Micro, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Ingram Micro will notify You of any such changes by sending a notice by e-mail or regular mail. Failure by You to pay the fees when due and payable may result in access to or rights to use the Services being suspended or terminated with or without notice due to non-payment. Ingram Micro will have no liability to You or your customer for any claims which may arise as a result of such suspension or termination. In the event that You are in breach of this Section, Ingram Micro may request You to assign the right collect the payables from the applicable End Customer, and You hereby expressly agree to consummate such assignment in the event of Your breach, including without limitation for non-payment. If Ingram Micro makes such assignment request, You hereby agree to notify and instruct the End Customer to direct its payments to Ingram Micro instead of You and you hereby agree to this obligation to notify and direct the End Customer accordingly and without delay.
- 3. Cancellation.** For any termination, cancellation, or transfer, You must properly remove/unlink respective accounts from the Ingram Micro organization. Ingram Micro will continue to bill You for any usage or services reported to Ingram Micro until the following steps are completed:
 - Provide a valid payment method;
 - Agree to the terms of the AWS Customer Agreement for the account;
 - Verify the account by phone;
 - Choose an AWS Support plan for the account; and
 - Email Ingram Micro a verification of the steps taken to remove/unlink the account from the Ingram Micro Organization. Verification must be sent to servicescustomerservice@ingrammicro.com.
- 4. Territory Restriction.** You may only resell and/or market the Services in the United States.
- 5. Support for Your Customers.** You will provide knowledgeable assistance to Your customers regarding the Services. You are responsible for any and all initial contact from Your customers for support issues related to the Services.

You will register your end customers (“**End Customers**”) for the support type you select at time of provisioning and will include Your applicable End Customer(s) as a named support contact if it does so. If, after an initial call, You determine that the support issue is solely related to the Services, then You may permit Your applicable End Customer to contact Vendor directly, in accordance with the terms applicable to Vendor’s premium support, if that End Customer is a Vendor premium support named support contact.

You and Your End Customer(s) will only be able to contact Vendor for support with Developer level support or higher. Additional Support details can be found at <https://aws.amazon.com/premiumsupport/pricing/>.

- 6. Terms of Sale & Terms of Use.** All orders are subject to the sales terms set forth at https://corp.ingrammicro.com/en-us/legal/sales_tac and service setup information. For the avoidance of doubt, notwithstanding the presence or acceptance by Ingram Micro of Your order, such shall be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth at https://corp.ingrammicro.com/en-us/legal/sales_tac unless otherwise agreed to in writing by Ingram Micro and You.



You may not sell the Services to a federal or state government entity (including wholly owned government corporations) without Ingram Micro's prior written consent. –

The Services are provided by the Vendor. All terms of use and/or service as established by the Vendor. Further to the above, You agree to comply with all Vendor terms and conditions which may apply, as well as any applicable laws in the resale of the Services and performance under all applicable terms and that You will do nothing to prevent Vendor or an End Customer from exercising their rights and performing their obligations under End Customer's Services Agreement.

The AWS Customer License Terms and the AWS Services Agreement apply, as applicable, to Your resale activity and to You and Your End Customers' use of the Services ("**Terms of Use**"), as may be updated by Vendor from time to time. For the avoidance of doubt, in the event You are an End Customer, Your use shall comply with the [AWS Terms of Service](#).

You covenant, represent and warrant that a customer agreement, which is consistent with the terms of these Additional Terms, the AWS Customer License Terms, and the AWS Services Agreement, will be expressly agreed to by each of your End Customers before the Services are made available for use. You covenant, represent and warrant that no subscription for the Services will be activated for or used by Your End Customers before the End Customer agrees to the customer agreement including, without limitation, the Terms of Use. You will track and record acceptance by Your End Customers of the Terms of Use and will provide such information to Ingram Micro upon request.

You will at all times conduct your activities in a professional and competent manner. You will: (a) comply with all applicable laws, regulations and orders of any governmental authority in Your resale of the Services; (b) promote the Services in a manner that maintains the good name and reputation of both Vendor and the Services; and (c) not engage in any illegal, false or deceptive acts or practices with respect to its business activities. You will not: (x) make any representations, warranties, or guarantees to End Customers, or any other third party with respect to the Services, or (y) hold Yourself out as an agent or representative of Vendor.

You will promptly forward to each of your End Customers any notice You receive from Vendor or Ingram Micro regarding the Services that may affect that End Customer.

Ingram Micro may at any time modify these terms and conditions upon notice to You. Your purchase and resale of the Services and Your and Your End Customers' use of the Services after any such modification will be deemed acceptance of such modification.

7. **Vendor as Third Party Beneficiary.** By Your purchasing the Services for resale, you expressly agree to Vendor being a third party beneficiary entitled to enforce the terms hereof.
8. **Verification of Compliance.** During the term of any Service purchased by You and for one year afterward, You will allow Vendor and its designated representatives, upon at least ten (10) business days' prior notice from Vendor or Ingram Micro, to inspect Your books and records for the purposes of verifying Your compliance with the relevant obligations in these Terms. Any such inspections will be conducted at Your premises during normal business hours, no more than once per calendar year, and in a manner not designed to interfere unreasonably with Your ordinary business operations.
9. **Anti-Bribery.** During the term of any Service and for two (2) years afterward, You will allow Vendor and its designated representatives, upon at least ten (10) business days' prior notice, to inspect Your books and records for the purposes of verifying such payments. Any such inspections will be conducted at Your premises during normal business hours and in a manner not designed to interfere unreasonably with Your ordinary business operations.
10. **Changes in Authorization.** If Vendor removes a state, country, or region from the Territory, You will stop designating any new program accounts for End Customers located in the removed state, country, or region. However, You may continue to use for resale previously designated program accounts located in the removed state, country, or region, except where in such removed state, country, or region, Vendor no longer permits resale of the Services generally or determines discontinuation of such use is necessary to comply with applicable law.
11. **Advertising.**



Required logo Use and Reference: In accordance with Vendor's Trademark Use Guideline, You will include the "Powered by AWS" logo in a clearly visible location on the webpages that describe the solution to indicate that the solution is powered by the Authorized Services. If requested by Ingram Micro or Vendor, you will participate in a case study and press release that describes Your use of and sale of the Services and includes supporting quotes from you.

Required Disclaimer / Notice: You will ensure the first or most prominent reference to or placement of the AWS Marks is accompanied by the notice below. This notice must be on the same page and in legible font. Use the following notice anywhere You are advertising Your company or describing Your services and are specifically featuring Vendor (e.g., website content, presentation, banner ads, e-mails, or brochures):

"Amazon Web Services resold by [Reseller Name], an authorized distribution seller of amazon Web Services. Amazon Web Services, the Amazon Web Services logo, AWS, and the Powered by amazon Web Services logo, are trademarks of amazon.com, Inc. or its affiliates in the United States and/or other countries."

Use of AWS Marks: You will use AWS Marks as permitted by these Terms, the guidelines available at <https://aws.amazon.com/partners/logo-guidelines/> (and any successor or related locations designated by us, as may be updated by Vendor from time to time) ("**AWS Marks for APN Guidelines**").

Advertising Materials: You must obtain Ingram Micro or Vendor's prior approval for all Advertising Materials, including for all active marketing and other public relations activities (e.g., content on your website, brochures, presentations, and other sales collateral, email and direct mail campaigns; and tradeshow booth material). If You plan to circulate any Advertising Materials, please contact your Partner Development Manager (PDM) or AWS Account Manager to complete the approval process.

If otherwise done in accordance with these Terms, the Trademark Use Guidelines, the AWS Marks for APN Guidelines, and these Terms, you may use the AWS Marks without prior approval as follows:

- To accurately describe Your solution in a way that is not misleading or deceptive in materials such as user manuals, developer guides, and FAQs; and
- To indicate that Your application or product is designed for an Authorized Service (i.e., "[Your application] for Amazon EC2"). However, "[Your brand] Amazon EC2" and "Amazon EC2 [Your application]" are not permitted.

For your reference, the AWS Partner Network (APN) Marketing Toolkit is available at <https://aws.amazon.com/partners/marketing/>.

12. **Public Sector.** If the event that You are a Public Sector Distribution Seller, You must incorporate the Vendor Public Sector Access Policy, available at [AWS+Access+Policy+\(State\).pdf](#) (as it may be updated by Vendor from time to time, and as may be made available on any successor or related site designated by Vendor) in Your agreements with Public Sector End Customers regarding the use of Services ("**Public Sector Agreement**"). Vendor may change the Public Sector Access Policy from time to time by posting a revised version to APN Partner Central or via email and You must incorporate such revised versions of the Public Sector Access Policy into any new Public Sector Agreements following such notice.
13. **U.S. Persons Only; GovCloud Representations & Warranties.** In the event that You are a Public Sector Distribution Seller and You order to access and use the AWS GovCloud (US) Region, You and End Customers must be U.S. Persons, as defined at 22 CFR part 120.15. You agree to the following GovCloud Region Representations & Warranties (the "**GovCloud Representations & Warranties**") (the words "AWS Services" shall be deemed as referring to "Authorized Services"):

"AWS GovCloud (US) Region Representations & Warranties. The AWS Services may not be used to process or store classified data. You are responsible for verifying that all End Users accessing Your Content in the AWS GovCloud (US) Region are eligible to gain access to Your Content. You represent and warrant that you: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("**U.S. Person**"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (US) Region; (iii) if required by the International Traffic In Arms Regulations ("**ITAR**"), have and will maintain a valid Directorate of Defense Trade Controls



registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, you agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.”

- 14. **Indemnification.** You will defend, indemnify, and hold harmless Ingram Micro, the Vendor, their respective licensors, and each of their respective employees, officers, directors, and representatives from and against any losses or expenses arising from or related to any third-party claim concerning (a) a breach by You of any of Your obligations, representations, or warranties under these Terms, including without limitation Your breach of the [AWS Terms of Service](#), if applicable; (b) any Public Sector Misconduct by You or Your Public Sector Distribution resellers, if any; (c) except to the extent caused by Ingram Micro’s gross negligence or willful misconduct, any violation by You of any requirements under these Terms, including, if applicable, Public Sector Requirements; or (d) termination of suspension as contemplated in Section 2 of these Terms

AWS Partner Name

AWS APN ID:

AWS Partner Authorized Point of Contact Name:

AWS Partner Point of Contact Signature:

Date of Signature:

RESELLER TERMS AND CONDITIONS FOR GOOGLE CLOUD PRODUCTS

The following terms and conditions (these “**Terms**” or “Indirect Reseller Agreement”) apply to your (the “**Indirect Reseller**”) purchase and resale of Google Cloud Products (“**Products**”) in addition to the existing agreement or terms and conditions applicable to your purchase terms of products or services from Ingram Micro Inc. or its affiliates (“**Partner**”):

1. **Authorization.** Indirect Resellers may resell or supply: (i) to end customers (“**Customers**”) or other authorized resellers (“**Resellers**”); or (ii) for Indirect Reseller’s own use and internal business purposes, provided that Indirect Reseller at all times also maintain other Customers (in addition to themselves), in which case the Indirect Reseller will also be considered “Customers” under these Terms and its use of the applicable Products (defined below) will be subject to Indirect Reseller’s compliance with the applicable Google Terms of Service.
2. **Use of Google Brand Features.** As long as Indirect Reseller is authorized by Partner to resell or supply the applicable Products, Partner grants to Indirect Reseller a non-exclusive, non-royalty-bearing, and non-sublicensable sublicense to display, in accordance with these Terms and the Trademark Guidelines, Google’s Brand Features solely for the purpose of Indirect Reseller’s marketing, resale, or supply of the applicable Products. This sublicense is revocable at any time upon written notice from Partner.
3. Indirect Reseller may refer publicly to itself as authorized reseller of Partner in connection with its resale or supply of the applicable Products.
4. For the avoidance of doubt, Google is not obligated to provide any benefits to Indirect Reseller under these Terms.
5. **Service Specific Terms for GCP.** When purchasing Products under these Terms, Indirect Reseller hereby expressly agrees that Google’s Service Specific Terms are expressly incorporated by reference into these Terms.
6. The following terms and conditions apply to **Education Services**:
 - (i) Education Services are available for minimum commitment of one (1) year. Education Services will auto renew for an additional one (1) year unless You cancel the Education Services at least one (1) business day prior to the expiration of the term commitment for the selected Education Service.
 - (ii) If You or Your customer exceeds the usage limits applicable to the Education Service subscription, You agree to pay for the fees and charges for such over usage.
7. Indirect Reseller will: (i) ensure that its use of the Products (including use by its own and the Resellers’ and Customers’ End Users) complies with these Terms, including the AUP; (ii) use commercially reasonable efforts to prevent and terminate any unauthorized access to, or use of, the Products; and (iii) promptly notify Partner of any unauthorized use of, or access to, the Products of which Indirect Reseller becomes aware.
8. Indirect Reseller is responsible for any violations of the AUP, the Service Specific Terms, or Section 9 (Restrictions), in each case caused by Indirect Reseller, Resellers or

Customers (and each of their End Users), Partner Data, Applications, or Projects.

9. **Restrictions.** Indirect Resellers may not:
- (i) resell the applicable Products to any third parties who will resell or supply the applicable Products, except other Resellers and Customers;
 - (ii) solicit business from, or actively sell or provide any Products to, any entity: (A) that does not have a principal place of business within Partner's authorized applicable Territory for the relevant Products or (B) in violation of any applicable export laws;
 - (iii) subcontract any of its obligations regarding the marketing, resale, or supply of the Products, sublicense or otherwise transfer any rights granted to Indirect Reseller by these Terms or any other agreement with Partner;
 - (iv) represent itself as an agent of Google or Partner for any purpose;
 - (v) except as and to the limited extent permitted under Section 3 above, issue any public statement regarding its authority to resell Products without Partner's and/or Google's prior written approval (which approval may be via email);
 - (vi) suspend provision of the applicable Products to a Reseller or Customer unless: (A) the Reseller or Customer has breached its payment obligations under its agreement with Indirect Reseller; and (B) the applicable Customer Agreement allows for suspension under those circumstances.
10. **Consents.** Indirect Reseller is responsible, and will ensure that its Resellers and Customers are responsible, for any consents and notices required to permit (i) the Reseller's and Customers' respective use and receipt of the Products and (ii) Google's accessing, storing, and processing of Partner Data under these Terms or the Service Specific Terms.
11. **Back-to-Back Orders.** Indirect Reseller must have an order placed by a Customer under a Customer Agreement before submitting an order for Products from Partner. Indirect Reseller must place all orders with Partner (and not directly with Google).
12. **Privacy.** Indirect Reseller will comply with any terms required by European Data Protection Laws and/or Non-European Data Protection Laws (as applicable) for the protection of personal data or personally-identifiable information.
13. **Reseller Tools.** Indirect Reseller may access Reseller Tools as Partner authorized users. Indirect Resellers' use of the Reseller Tools must comply with all applicable policies and terms governing access to such Reseller Tools. Indirect Resellers must also cease all use of Reseller Tools as Partner authorized users upon the termination or expiration of these Terms.
14. **Customer Agreement.** Indirect Reseller must include the following in each Customer Agreement: (1) for resale of Products, the Service Specific Terms, (2) an acknowledgement that Partner, the Indirect Reseller, and Google are independent contractors, and neither Partner nor such Indirect Reseller is Google's agent or partner

or in a joint venture with Google, (3) a statement for the processing of personal data that Google is a processor, the Indirect Reseller is a controller and/or processor, and Customer is a controller and/or processor (as applicable), of any Customer personal data, as the terms “controller”, “processed”, “processor”, and “personal data” have the meaning given in the European Data Protection Laws, and (4) any terms required by European Data Protection Laws and/or Non-European Data Protection Laws (as applicable) for the protection of personal data or personally-identifiable information. Indirect Reseller must track and record acceptance by Resellers or Customers of the Customer Agreement and provide such information to Partner upon request.

15. **Territory Restriction.** Indirect Reseller may only resell and/or market the Products in the Territory.
16. **Support for Customers.** Indirect Reseller will provide knowledgeable pre and post sales assistance to Resellers and Customers regarding the Products. Indirect Reseller is responsible for any and all initial contact from Customers and for all tier 1 support issues related to the Products, and Indirect Reseller will only escalate post sales issues to Partner, not Google.
17. **Terms of Use.**
 - 17.1 Indirect Reseller may not sell or supply the Products to a federal or state government entity (including wholly owned government corporations) in or outside the Territory without Partner’s prior written consent.
 - 17.2 The Products are provided by Google. Indirect Reseller must agree to comply with all Google terms and conditions which may apply to the purchase, resale or use of the Products, as well as any applicable laws in the resale of the Products and performance under all applicable terms.
 - 17.3 Indirect Reseller will (i) at all times conduct its activities in a professional and competent manner; (ii) comply with all applicable laws, regulations and orders of any governmental authority in its resale of the Products; (iii) promote the Products in a manner that maintains the good name and reputation of both Google and the Products; (iv) not engage in any illegal, false, or deceptive acts or practices with respect to its business activities; (v) not make any presentations, warranties, or guarantees to Resellers or Customers, or any other third party, with respect to the Products, and (vi) not hold itself out as an agent or representative of Google.
 - 17.4 Indirect Reseller must promptly forward to each Customer any notice it receives from Google or Partner regarding the Products that may affect that Customer.
 - 17.5 Partner may at any time modify this Agreement upon written notice to Indirect Reseller. Indirect Reseller’s purchase and resale of the Products and its and its Customers’ use of the Products after any such modification will be deemed acceptance of such modification.
18. **Indemnity.**
 - 18.1 Indirect Reseller Indemnification Obligations. Subject to Sections 18.3 (Exclusions) and 18.4 (Conditions) of these Terms, Indirect Reseller will defend Partner and indemnify Partner against (i) settlement amounts approved by

Partner, or (ii) any order by a competent court in any third-party legal proceeding ((i) and (ii) hereafter the “**Indemnified Liabilities**”) to the extent arising from:

- (i) Indirect Reseller’s breach of its obligations under these Terms; or
- (ii) data maintained or submitted by Indirect Reseller via the Products or products or services offered by Indirect Reseller in relation to the Products.

18.2 **Indemnity for Product Resale.** Subject to Sections 18.3 (Exclusions) and 18.4 (Conditions) of these Terms, Indirect Reseller will defend and indemnify Partner against any Indemnified Liabilities and any third party legal proceedings to the extent arising from: (i) any Integrated Solution Application, Project, Partner Data, or Partner Brand Features; or (ii) Indirect Reseller’s or any of its Reseller’s or Customer’s or their End User’s use of the Products in violation of the AUP.

18.3 **Exclusions.** Obligations under Section 18.1 (Indirect Reseller Indemnification Obligations) above will not apply to the extent the breach or underlying allegation arises from the breach of these Terms by Partner or from modifications to or combinations of Indirect Reseller’s Brand Features or technology (including Products) that were not provided by Partner or Google.

18.4 **Conditions.** Section 18.1 (Indirect Reseller Indemnification Obligations) above is conditioned on Partner: (a) promptly notifying Indirect Reseller in writing of any claims or allegations prior to commencement of any legal proceeding; (b) reasonably cooperating with Indirect Reseller to resolve the allegation(s); and (c) tendering sole control of such legal proceeding to Indirect Reseller. Partner may appoint its own non-controlling counsel, at its own expense.

19. **Google as Third-Party Beneficiary.** Indirect Reseller expressly agrees that Google is a third-party beneficiary entitled to enforce the provisions of these Terms.

20. **Verification of Compliance.** During the term of any license or subscription for Products purchased by Indirect Reseller and for one (1) year afterward, Indirect Reseller will allow Google and its designated representatives, upon at least ten (10) business days’ prior notice from Google or Partner, to inspect Indirect Reseller’s books and records for the purposes of verifying Indirect Reseller’s compliance with these Terms. Any such inspections will be conducted at Indirect Reseller’s premises or remotely during normal business hours, no more than once per calendar year, and in a manner not designed to interfere unreasonably with Indirect Reseller’s ordinary business operations. Such inspection shall be permitted only after execution of a nondisclosure agreement specific to such inspection by Partner and/or Google and its agents conducting such inspection, in each instance.

21. **Anti-Bribery.** Indirect Reseller hereby expressly represents, warrants and covenants that in its performance under these Terms or in the resale or marketing of the Products Indirect Reseller will not violate applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, which prohibit corrupt offers of anything of value, either directly or

indirectly, to anyone including government officials to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employees, candidates for public office, and employees of government-owned or government-controlled companies, public international organizations, and political parties.

22. **Changes in Authorization.** If Partner or Google removes a state, country, or region from the Territory, Indirect Reseller will stop designating any new accounts for Resellers and Customers located in the removed state, country, or region. However, Indirect Reseller may continue to use for resale previously designated Reseller and Customer accounts located in the removed state, country, or region, except where in such removed state, country, or region, Google no longer permits resale of the Products generally or determines discontinuation of such use is necessary to comply with applicable law.
23. **Miscellaneous.** Indirect Reseller, Partner, and Google are independent contractors, and neither Indirect Reseller nor Partner is Google's agent or partner or in a joint venture with Google.
24. **Definitions.**
 - (i) "AUP" means the then-current acceptable use policy for the applicable Product or Service set forth at the following URL: <https://cloud.google.com/product-terms>. For the purposes of this Agreement, references to "Customer" in the AUP means Indirect Reseller.
 - (ii) "Account" means Partner's Google Cloud Platform account.
 - (iii) "Application(s)" means any software program that Partner, Indirect Reseller, or Customer creates or hosts using the Services.
 - (iv) "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive Brand Features of each party (and where the party is Google, include the Brand Features of a Google affiliate), respectively, as secured by such party from time to time.
 - (v) "Customer" means the entity to whom Indirect Reseller resells and/or supplies the Services.
 - (vi) "Customer Agreement" means, for purposes of these Terms, the agreement between Indirect Reseller and Reseller or Customer under which Indirect Reseller sells or supplies the applicable Products to a Reseller or Customer.
 - (vii) "End Users" mean individual end users of a Customer, Reseller or Indirect Reseller who use the Products.
 - (viii) "European Data Protection Laws" means, as applicable: (a) any EEA country national provisions adopted under the EU GDPR; (b) the Federal Data Protection Act of 19 June 1992 (Switzerland); (c) the EU GDPR or the UK Data Protection Act 2018 and UK GDPR; and/or (d) any other data protection or privacy legislation in force in the EEA, Switzerland, or the UK. "EU GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

- (ix) “Indirect Reseller Agreement” means these Terms and any additional agreement between Partner and Indirect Reseller under which Partner will resell or supply the applicable Products to Indirect Reseller for onward resale or supply to Customers or other Resellers.
- (x) “Integrated Solution” means Partner’s commercial product or service offering that integrates with the Product(s).
- (xi) “Non-European Data Protection Laws” means any applicable data protection and privacy legislation, guidelines, and industry standards, other than the European Data Protection Laws.
- (xii) “Partner Data” means data provided to Google by or on behalf of Partner, Indirect Reseller, Reseller, Customer, or their respective End Users through the Services under the Account, and data that Partner, Indirect Reseller, Reseller, Customer, or their respective End Users derive from that data through their use of the Services.
- (xiii) “Project” means a collection of Google Cloud Platform resources configured by Partner, Indirect Reseller, or Customer via the Products.
- (xiv) “Reseller Tools” means any tools provided by Partner (from Google) to facilitate Indirect Reseller’s performance under the Indirect Reseller Agreement.
- (xv) “Services”, “Products”, or “GCP” means the then-current Google Workspace, Google Chrome, and Google Cloud Platform services as described at the Services Summary (including any associated APIs), excluding the following services (“Restricted Services”): Anthos, Apigee, Google Cloud Platform Premium Support offerings, Google Cloud Platform subscription offerings, or any Google Cloud Platform services launched after the execution of this Agreement, in each case that Google determines (in its discretion) to require additional terms. For clarity, these Terms do not authorize Indirect Reseller to resell Restricted Services.
- (xvi) “Service Specific Terms” means the then-current terms specific to one or more Products or Services set forth at the following URL: <https://cloud.google.com/cloud/terms/service-terms> .
- (xvii) “Territory” means the regions specified by Partner .
- (xviii) “Trademark Guidelines” means Google’s Guidelines for Third-Party Use of Google Brand Features, set forth at the following URL: <http://www.google.com/permissions/> (as the content at such URL and the URL itself may be updated or modified by Google from time to time).

Additional Terms and Conditions for IBM Cloud Service Subscriptions

The following additional terms and conditions apply to Your order of IBM's (" **Vendor**") Cloud (" **Services**") subscriptions and to the use of such Services by You and Your customers.

1. **Term and Termination**

Services start once provisioned and will continue for the selected term commitment. You may not cancel subscriptions before the end of the applicable term commitment. If You or Your customer terminates its use of a Service prior to the expiration of the term commitment for the selected Service, You will remain responsible to Ingram Micro for all remaining and accrued charges for such Service pursuant to the selected term commitment.

Services are available for minimum commitments of one (1) month. Services will auto renew for an additional one month period, unless You cancel the Services ninety (90) business days prior to the expiration of the term commitment for the selected Service.

2. **Fees**

The fees payable to Ingram Micro for the Services (" **Fees**") are outlined in the ordering process, set forth in Your control panel in the Site and/or as provided to You in writing by an Ingram Micro sales representative. If applicable, discount schedules will be provided in writing by an Ingram Micro sales representative.

You agree to pay the Fees for the Services. If You or Your customer exceeds the usage limits applicable to the Service subscriptions, You agree to pay for all fees and charges applicable for such over usage which will be considered part of the Fees.

Ingram Micro, may, from time to time in its sole discretion, change the Fees. Any increase in the Fees will take effect for new Service subscriptions and at the beginning of the next subscription term (e.g., for subscription renewals or extensions). Ingram Micro will notify You of any Fee changes by updating the Site, by sending notice by e-mail or regular mail, or by otherwise notifying You as agreed in writing.

3. **Territory Restriction; Export**

You may only resell and/or market the Services in the United States.

You and Your customers warrant that they: (a) will comply with import, export, and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services, or data, directly or indirectly to or for certain countries, end uses, and end users; and (b) will secure all necessary clearance requirements, export and import licenses and exemptions and make all proper filings.

4. **Support**

Ingram Micro, its affiliates and/or their subcontractors will provide You with technical support for the Services. Your requests for support should be submitted directly to Ingram Micro and not to Vendor.

Vendor will provide all support to Your customers for the Services as per the SD (defined below).

Vendor is not responsible for and disclaims all liabilities for any claims related to any technical support provided by You, Ingram Micro, its affiliates, and/or their subcontractors.

5. Terms of Sale and Terms of Use

Unless otherwise agreed to in writing signed by You and Ingram Micro, all orders are subject to the sales terms set forth in the General Terms of Service posted in the marketplace and service setup information, including but not limited to pricing, (where applicable) set forth in the marketplace. Capitalized terms used but not defined herein have the meaning given to that term in the General Terms of Service.

The Services are provided by the Vendor. The "IBM End User Agreement" is comprised of the following:

- A. The Cloud Services Agreement, which can be found at: <https://www.ibm.com/support/customer/zz/en/terms.html>
- B. The following Services Description(s), the latest version of which can be found at: <http://www-03.ibm.com/software/sla/slabd.nsf/sla/sd>

The attached Service Description ("SD") Link referenced may be superseded by a more recent SD after this contract is executed. The latest version of the published SD will be the SD of record.

- IBM Cloud Base SD: <http://www-03.ibm.com/software/sla/slabd.nsf/sla/bm-6605-12>

The IBM End User Agreement applies to Your customers' use of the Services. You covenant, represent and warrant that You will present the IBM End User Agreement to each of Your customers and obtain their enforceable agreement to the IBM End User Agreement before permitting them to access or use the Services. You covenant, represent and warrant that no subscription for the Services will be activated for or used by Your customers before the customer agrees to the IBM End User Agreement. You will track and record acceptance by Your customers of the IBM End User Agreement and will provide such information to Ingram Micro upon request.

Unless otherwise agreed to in writing signed by You and Ingram Micro: (a) Ingram Micro may at any time modify these terms and conditions; (b) You must regularly monitor the Site for any such modifications and must notify Your customers of any such modifications that affect them or their use of the Services; (c) the modified terms and conditions will be effective immediately after it is posted on the Site; and (d) Your order and resale of the Services and You and Your customers' use of the Services after any such modification will be deemed acceptance of such modification.



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

9/3/2021

Juhi Aswani
MOBILEMATICS, INC.
2445 AUGUSTINE DR.
SANTA CLARA, CA 95131

Dear Juhi Aswani:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest that it meets the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.Certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.

As a WOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the [WOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://beta.certify.sba.gov/help> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,

Thomas J. McGrath

Thomas McGrath
Deputy Director
Office of Government Contracting



THIS CERTIFIES THAT

Mobilematics, Inc



* Nationally certified by the: **WESTERN REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423430

* Description of the product / services as defined by the North American Industry Classification System (NAICS)

11/30/2021

Issued Date

WR01845

Certificate Number

NMSDC CEO and President

Cecil Plummer, President

11/30/2022

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Mobilematics, Inc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 31, 2013

Expiration Date: March 31, 2023

WBENC National Certification Number: 2005122030

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - Pacific, a WBENC Regional Partner Organization.

Authorized by Janice Greene, PhD, President & CEO Women's Business Enterprise Council - Pacific

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 423430
UNSPSC: 43222500





Disadvantaged Business Enterprise (DBE)
Native American Technology Distribution,
Inc.

Native American Technology Distribution, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 423430: COMPUTER AND COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE MERCHANT WHOLESALERS

NAICS 423430: COMPUTER PERIPHERAL EQUIPMENT MERCHANT WHOLESALERS

NAICS 423430: MONITORS, COMPUTER, MERCHANT WHOLESALERS

NAICS 423430: MOTHERBOARDS, LOADED, MERCHANT WHOLESALERS

NAICS 423430: PRINTERS, COMPUTER, MERCHANT WHOLESALERS

NAICS 425110: BUSINESS TO BUSINESS ELECTRONIC MARKETS, DURABLE GOODS, WHOLESALE TRADE

NAICS 443142: COMPUTER EQUIPMENT STORES

This Certification commences January 8, 2022 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: January 8, 2022
CERTIFICATION NO. NMDB08916N0123



Ericia Mitchell

Certification Administrator



Minority Business Enterprise (MBE)
Native American Technology Distribution,
Inc.

Native American Technology Distribution, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 443142: COMPUTER EQUIPMENT STORES

This Certification commences August 25, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: August 31, 2023
Issued Date: August 25, 2021
CERTIFICATION NO. NMMB47116N0823

Certification Administrator



Small Business Enterprise (SBE)
Native American Technology Distribution,
Inc.

Native American Technology Distribution, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 443142: COMPUTER EQUIPMENT STORES

This Certification commences August 25, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: August 31, 2023
Issued Date: August 25, 2021
CERTIFICATION NO. NMSB47412N0823

Ericia Mitchell

Certification Administrator