

August 8, 2019



## REGION 4 EDUCATION SERVICE CENTER Software Solutions and Services

Solicitation No. 19-09

**REDACTED**

*PRESENTED BY DLT Solutions, LLC*



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

DLT Solutions / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / [www.dlt.com](http://www.dlt.com)  
TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code 0S0H9 / GSA IT Schedule 70 GS-35F-267DA

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August 8, 2019

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

Attention: Crystal Wallace

Re: Solicitation No. 19-09 for Software Solutions and Services

Dear Ms. Wallace,

DLT Solutions is pleased to offer this proposal to Region 4 Education Service Center ("Customer"). DLT Solutions has been selling software solutions the public sector since 1991, and has been a member of the Omnia Partners network since 2015 through the U.S. Communities organization, selling Oracle and AWS products to Participating Public Agencies. We are excited for the opportunity to expand our offerings to the additional software manufacturers included in this bid.

If you have technical questions, please contact Mitchell Soni at (703) 773-8974 or [mitchell.soni@dlt.com](mailto:mitchell.soni@dlt.com). For contractual questions, please contact 703-709-7172 or [Legal@dlt.com](mailto:Legal@dlt.com).

This offer is valid until December 6, 2019.

We look forward to your analysis of our proposal and to speaking with you further regarding your software solutions and services needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Wilkinson", with a long, sweeping horizontal line extending to the right.

Chris Wilkinson  
Senior Vice President, Sales



## 1. Draft Contract and Offer and Contract Signature Form

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As required by the solicitation, DLT has provided a copy of the Draft Contract and the Offer and Contract Signature Form on the following pages. Please note that DLT's agreement to these terms is contingent upon negotiation and resolution of all redlines identified in Appendix B (Section 1.1 of this response).



**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2019 by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Software Solutions and Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal Number 19-09 for ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The Contract is for a period of three (3) years. 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' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract

- ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

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

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

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

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

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



**OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name DLT Solutions, LLC

Address 2411 Dulles Corner Park, Suite 800

City/State/Zip Herndon, VA 20171

Telephone No. 703-709-7172

Email Address Joe.Donohue@dlt.com

Printed Name Joe Donohue

Title Chief Financial Officer

Authorized signature\* 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\*DLT's acceptance of this document is contingent upon satisfactory resolution of all redlines identified in Appendix B.

## 1.1. Terms and Conditions Acceptance Form

DLT has completed Appendix B Terms and Conditions Acceptance Form on the following pages.

## 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.)

- X** 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.)

[illegible]

Section/Page	Term, Conditions, or Specification	Exceptions/Proposed Modification	Accepted (For Region 4 ESC's Use)
Appendix A Draft Contract, Section 1 Term of Agreement, pg 1.	"Contractor may elect not to renew by providing three hundred and sixty-five days' notice to Region 4 ESC."	Modified language (in bold): "Contractor may elect not to renew by providing <b>ninety days</b> notice to Region 4 ESC."	
Appendix A Draft Contract, Section 9, Contract Alterations pg 2.	"No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC."	Modified language (in bold): "No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC <b>and DLT.</b> "	
Appendix A Draft Contract, Section 11 Termination of Contract, pg 2.	"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."	Modified Language (in bold): "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 <b>if it does not cure within 30 days.</b> "	
Appendix A Draft Contract, Section 11(c) Delivery/Services Failures pg 3.	"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	Remove the following sentence (redlined). 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. <del>In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a</del>	

	reasonable time period, for all expenses incurred."	<del>reasonable time period, for all expenses incurred.</del>	
Appendix A Draft Contract, Section 11(e) Standard Cancellation, pg 3.	"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."	Modified language (in bold): " <b>Either party</b> 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."	
Appendix A Draft Contract, Section 13, Survival Clause pg 4.	"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."	Taking exception to the entire section – please remove. The software license agreements, warranties, or services agreements will be in effect for the term specified in the manufacturer's software license agreement, warranty, or services agreements.	
Appendix A Draft Contract, Section 15, Inspection & Acceptance, pg 4.	"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	Taking exception to the entire section – please remove. Returns of items will be pursuant to the return language in the manufacturer's end user license agreements.	

	the defective or incorrect material.”		
Appendix A Draft Contract, Section 18, Audit Rights, pg 4.	“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.”	Modified Language (in bold): “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 <b>Region 4 ESC’s</b> sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm <b>as approved by both parties.</b> ”	
Appendix A Draft Contract, Section 22, Warranty Conditions, pg 5.	“All supplies, equipment and services shall include manufacturer’s minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.”	Remove the following sentence (redlined). “All supplies, equipment and services shall include manufacturer’s minimum standard warranty <del>and one (1) year labor warranty unless otherwise agreed to in writing.</del> ”	
Appendix A Draft Contract, Section 30, Indemnity, pg 6.	“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	Taking exception to the entire section – please remove. Any indemnifications provided to Region 4 ESC will be listed in the manufacturer’s end user license agreement.	



	<p>execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.”</p>		
<p>Exhibit A Response for National Cooperative Contract, Section 2.2, pg. 6.</p>	<p>“Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide...”</p>	<p>Edit the language as follows (redlined). “Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (<del>not to buyer</del> pre-administrative fee) to Public Agencies nationwide...”</p>	
<p>Exhibit B Administration Agreement, Section 3, pg. 11.</p>	<p>“OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier’s obligation to obtain appropriate insurance.”</p>	<p>Remove the following language (redlined). Add the following language in bold. ““OMNIA Partners, Public Sector shall be afforded all of the rights <b>and</b> privileges <b>and</b> <del>indemnifications</del> afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights <b>and</b> privileges <b>and</b> <del>indemnifications</del> shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier’s obligation to obtain appropriate insurance.”</p>	
<p>Exhibit B Administration Agreement, Section 6, pg. 12.</p>	<p>“OMNIA Partners, Public Sector shall not be responsible for Supplier’s performance under the Master Agreement, and Supplier shall hold</p>	<p>Remove the following sentence (redlined). “OMNIA Partners, Public Sector shall not be responsible for Supplier’s performance</p>	

	OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.”	under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.”	
Exhibit B Administration Agreement, Section 7, pg. 13.	“WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”	Remove the following language (redlined). Add the following language in bold. “WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. <del>OMNIA PARTNERS, PUBLIC SECTOR</del> <b>BOTH PARTIES</b> SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”	
Exhibit B Administration Agreement, Section 8, pg. 13.	“This Agreement shall be in effect so long as the Master Agreement remains in effect,	Remove the following sentence (redlined). “This Agreement shall be in effect so long as	

	provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.”	the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof <del>and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement,</del> to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.”	
Exhibit B Administration Agreement, Section 11, pg. 13.	“Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright	Remove the following language (redlined). Any Intellectual Property Infringement will be listed in the manufacturer’s end user license agreement. “Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. <del>Supplier shall indemnify,</del>	

	<p>infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such</p> <p>Page 13 of 45 terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo."</p>	<p><del>defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims.</del></p> <p>Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such</p> <p>Page 13 of 45 terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo."</p>	
Exhibit B Administration Agreement, Section 13, pg. 14.	<p>"Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by</p>	<p>Modified language (in bold). "Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting</p>	

	<p>OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion."</p>	<p>report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the <b>30th</b> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion."</p>	
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## 2. Products and Pricing

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

DLT has provided pricing based on a discount-from-MSRP as a digital file only labeled "DLT Response – Pricing – RFP 19-09 Software Solutions and Service."

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

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

DLT has provided pricing based on a discount-from-MSRP as a digital file only labeled "DLT Response – Pricing – RFP 19-09 Software Solutions and Service."

iii. Offer extensive robust line of top manufacturers.

DLT offers a robust line of unique manufacturers as part of this bid. Please see the Value Add section of this response for DLT's full line card of manufacturers who may eventually be added to the line should DLT receive an award.

iv. Is pricing available for all products and services?

DLT has provided pricing for all products and services as a digital file only labeled "DLT Response – Pricing – RFP 19-09 Software Solutions and Service."

v. Describe any shipping charges.

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

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

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



standard commercial warranty. Please refer to the manufacturer terms and conditions included with this offer.

vii. Describe any return and restocking fees.

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

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

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

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

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

x. Describe payment methods offered.

DLT accepts the following forms of payment:

- Check
- Government Purchase Card
- ACH/Wire Transfer

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

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

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

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

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

xiii. Provide any additional information relevant to this section.

N/A

### 3. Performance Capability

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

See below for DLT's response to Section 3.0 - Supplier Response of Appendix D, Exhibit A. Please note that DLT has taken specific exceptions to the terms of Appendix D, Exhibit A in Section 1.1 of this response.

#### Company

##### A. Brief history and description of Supplier.

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

DLT's go-to-market expertise is focused on six core technology domains; Big Data & Analytics, Cybersecurity, Cloud Computing, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology Partners, Customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and Customer relationships, along with our commitment to unparalleled Customer satisfaction, enabled the company to achieve more than \$1 billion in 2018 bookings across more than 30,000 Customer delivery orders. DLT Solutions currently holds 2 OEM-specific contracts in the Omnia Partners network (for Oracle and Amazon Web Services products) and is best positioned to offer the most effective contract to Region 4 ESC, offering a robust set of software products and related services using an expansive national network of Partner integrators.

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

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

2411 Dulles Corner Park, Suite 800  
Herndon, VA 20171

DLT has 290 total employees, 157 of whom are dedicated to sales functions.

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

DLT operates from a central office in Northern Virginia, near Washington D.C. Our office address is: 2411 Dulles Corner Park, Suite 800  
Herndon, VA 20171

D. Annual sales for the three previous fiscal years.

This response is not subject to disclosure under the Region 4 ESC Open Records Policy. See Section 6.1.

E. Submit FEIN and Dun & Bradstreet report.

DLT Solutions' FEIN is 54-1599882. DLT has provided an updated Dun & Bradstreet report in the 'Additional Required Documents' section of this response.

F. Describe any green or environmental initiatives or policies.

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

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

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

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

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

- G. 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.

While DLT does not directly participate in any diversity programs, our robust network of service Partners includes a wide variety of woman- and minority-owned businesses Customers may choose to work with. Working with one of these Partners will not change Customer pricing.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

DLT does not hold any historically underutilized business certifications.

- I. Describe how supplier differentiates itself from its competitors.

DLT accelerates public sector growth for technologies; our organization differentiates itself from other aggregators through a core suite of value-added services:



## Public Sector Market Knowledge

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

### CTO Office

DLT delivers Public Sector Market Knowledge by providing OEM Clients and their channel Partners access to personnel and assets focused on identifying targeted sales opportunities. The DLT Office of the CTO (OCTO) members are subject matter experts in either the Information Technology Industry or specific Public Sector Strategic Markets whose primary mission is the collection and dissemination of market knowledge. DLT's OCTO is designed to support the Partner ecosystem and delivers market intelligence, assets, and training that further enables Partners with the development of their market strategies and with identifying and closing government business. DLT currently has a Chief Technology Officer, Chief Cyber Strategist and a Chief Data Scientist on staff working to identify and contribute to:

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

## Marketing

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

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

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



DLT will utilize these marketing strategies described below in conjunction with the channel to increase the amount of leads generated and penetrate valuable areas to expand the Region 4 and Omnia Partners customer base.

### Communities of Interest

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



### Demand Generation

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

### Content Creation

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

DLT has also created thousands of high value brand assets and custom content pieces including whitepapers, blog posts, articles, and eBooks– featuring products, services, and solutions most highly

sought by public sector contacts. We organize this content within community-of-interest “hubs” where Customers can access information they self-select based on their interests.



GovDesign Hub

The first of these hubs (GovDesignHub.com) was launched in April of 2018 and hosts content specifically curated for the Digital Design Community.

DLT has secured domains for several other communities of interest to create additional interest in the Federal Civilian and Defense communities.

### Event Coordination

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



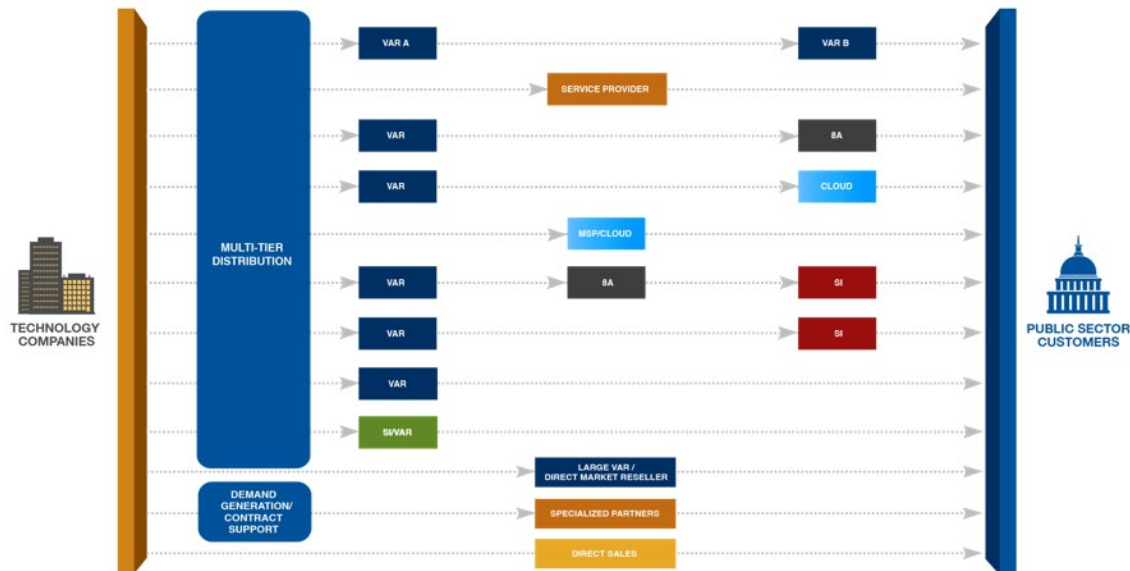
Modernized DLT Event Booth

### **Sales & Channel Enablement**

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

Doing business in the public sector requires specialized knowledge, process, fluency, and Channel

Programs unique to this marketplace. There are myriad methods to bring your product to market – DLT’s sales and channel management professionals are prepared and ready to support the full breadth of possible business opportunity.



Public Sector Routes-to-Market

## Technical Expertise

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

## DLT Service Center

The DLT Service Center, established in 2005, is an unrivaled Customer advantage that delivers Confirmed Stateside Support (“CSS”) - U.S.-citizen, U.S.-soil, ITAR compliant technical support, 24x7x365. A public sector-focused, certified technical support engineer will always answer your call live within ten seconds. The DLT Service Center provides industry leading managed services and technical support, as evidenced by a 98.2 percent closure rate without escalation, and an annual average Customer satisfaction rating of 9.8 (based on a 10 point scale.)

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

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

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

#### DLT Managed Services

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

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

#### **Public Sector Infrastructure**

Public Sector Infrastructure – We leverage a purpose-built infrastructure to enable our Clients and Partners to do business with Government while reducing costs and mitigating risks introduced when doing business with Public Sector. DLT is a prime contractor on nearly 50 public sector vehicles, with access to hundreds more through our channel network. We have made significant investments in our business, including a Top Secret security clearance and a bleeding-edge recurring revenue management program.

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

#### Enterprise Agreement Management Solution (EAP)

The EAP converges the power of a vendor-certified team, a comprehensive Program Lifecycle Management (PLM) methodology, and the industry-leading DLT Marketplace (Portal), to maximize the

value of enterprise agreements (IDIQs, ELAs, BPAs). Our unique approach, concierge-level service and marketplace capabilities empower Customers to make informed investment decisions, improve operational efficiencies and identify opportunities to reduce costs.

#### Program Lifecycle Management (PLM)

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

#### Program Inventory Management / Marketplace Capability

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

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

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

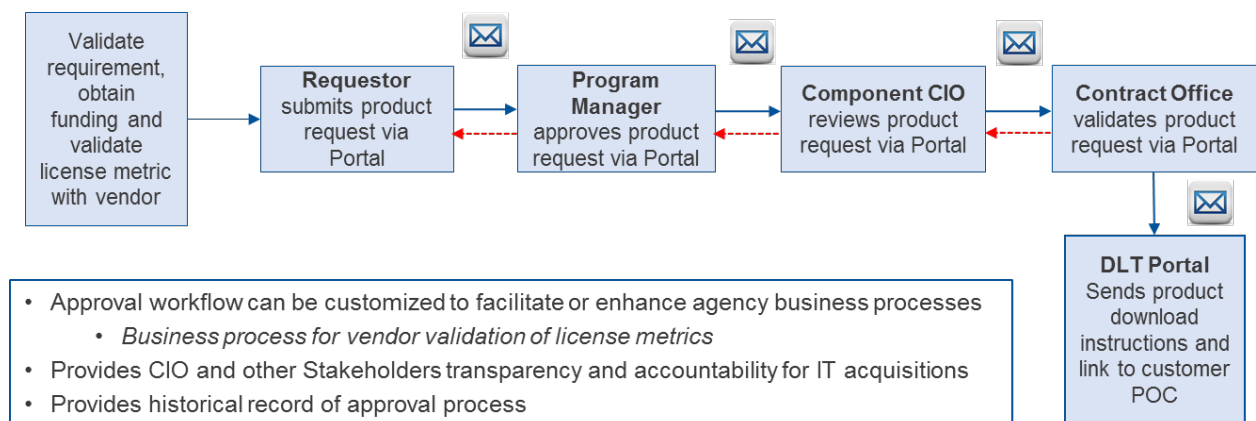
**Acquisition Expertise** – EAP applies expert knowledge of the IT acquisition lifecycle and strategic sourcing initiatives to help our Clients and Partner position and close high value Enterprise agreement



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

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

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



EAP Process Flow

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

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

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

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

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



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

L. Describe any debarment or suspension actions taken against supplier

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

**Distribution, Logistics**

A. Describe the full line of products and services offered by supplier.


DLT's current offer includes software from the following major manufacturers:

- Cloudbees
- LogRhythm
- Polyverse
- Red Hat
- Sumo Logic

DLT has included a copy of its full line card in the Value Add section and looks forward to the opportunity to onboard additional manufacturers during the life of the contract.

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

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

Team DLT Business Profiles	
	<p><b>DLT Solutions, LLC (dba DLT Solutions)</b> 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171 Incorporated: 1991, Virginia • Number of years in business: 28 Number of employees: 290</p> <p>DLT Solutions, brings proven experience and success in providing software products, services and solutions. We will focus on Region 4 ESC needs and employ an innovative solution framework that will achieve your goals and realize your vision. <b><i>DLT Solutions is Red Hat's Public Sector Partner of the Year.</i></b></p>

### Team DLT Business Profiles



**Sierra-Cedar, Inc.**

1255 Alderman Dr., Alpharetta, GA 30005

Incorporated: 1997, Georgia

8 office locations

Sierra-Cedar developed its Public Sector and Higher Education Practices more than 20 years ago to provide high quality services to meet Clients' business needs and achieve organizational objectives. Sierra-Cedar is one of the largest consultancies focused on delivering services to state governments, state agencies, higher education institutions, cities, counties, school districts, public retirement agencies, and public transportation authorities. Nationally, Sierra-Cedar has delivered services for more than 400 Public Sector and Higher Education Clients. These organizations range in size from 200 employees to more than 200,000 employees with operating budgets that range from \$50 million to \$10+ billion.

Sierra-Cedar has a strong sales organization comprised of more than 20 senior level sales professionals providing coverage in all 50 U.S. States. Sierra-Cedar is headquartered in Alpharetta, GA and has regional offices in key markets across the U.S. including Charlotte, NC; Denver, CO; Phoenix, AZ; and Los Angeles, CA. Sierra-Cedar's consultancy is one of the largest practices in North America with more than 700 consultants with competencies in a wide range of applications and technology. Sierra-Cedar specializes in implementations, upgrades, training, managed services, and staff augmentation services.

**STRENGTHS**

- Enterprise Performance Management • Business Intelligence • Technology & Integration • Cloud Applications •

**CLIENT EXAMPLES**

- Boston • Fort Worth • Milwaukee • Oklahoma City • Sal Luis Obispo
- Broward County, FL • Broomfield, CO • Milwaukee • King County, WA
- Ramsey County, MN • Yuma County, AZ • Arizona State University • University of California • University of Maryland • University of Texas System • University of Wisconsin • New Mexico • California • New York • Kansas • Vermont

### Team DLT Business Profiles



#### **Applied Engineering Management Corporation (AEM)**

13880 Dulles Corner Lane, Suite 300, Herndon, VA 20171

Incorporated: 1986, California • DBA: Vizuri • Number of years in business: 30

Applied Engineering Management (AEM) Corporation was founded in 1986 as a 100% woman-owned business with employees spanning 23 states across the US. Through its people, AEM maintains in-depth knowledge and experience to deliver high quality solutions customized to satisfy each Customer needs. As an organization, AEM serves as a trusted DLT Partner with over 30 years providing enterprise solutions support to various size Customers and agencies. AEM has expansive experience through the Data Strategies division to include migration, implementation, operation, maintenance, transition, and performance-based solution delivery.

We have worked with Customers in both the public and private sector, so we understand a variety of challenges Customers face in trying to do more with less funding. With AEM, Customers are provided expert engineers who are recognized in their respective fields for implementing quality solutions based on industry best practices. Our certified engineers speak at conferences, provide in-house training, and document key capabilities to ensure Customers have the knowledge necessary to seamlessly transition into an operational support role. ***AEM is a woman-owned small business.***

#### **STRENGTHS**

- *Data Management and Analysis* • *Training and Technical Assistance* • *Cloud Solutions*
- *Engineered System* • *Database Administration* • *Linux/Solaris Administration*

#### **CLIENT EXAMPLES**

- *Colorado DOT* • *Utah DOT* • *Nevada DOT* • *Ohio DOT*

Team DLT Business Profiles	
	<p><b>eVerge Group LLC</b> 4965 Preston Park Blvd, Suite 700, Plano, Texas 75093 Incorporated: 1993, Texas LLC • Number of years in business: 25</p> <p>eVerge Group is a long-standing Partner that delivers world-class consulting services with the highest level of expertise and the widest range of flexibility. Our consultants are all certified with solid technical experience, broad functional knowledge and hands-on industry expertise. <b><i>eVerge is a minority-owned business.</i></b></p> <p><b><u>STRENGTHS</u></b></p> <ul style="list-style-type: none"> <li>• Data Quality • CRM Solutions • HCM Solutions</li> <li>• Cloud Services • Sales Cloud • Middleware</li> <li>• Business Intelligence</li> </ul> <p><b><u>CLIENT EXAMPLES</u></b></p> <p>• City of El Paso, TX • City of Fort Worth, TX • City of Fresno, CA • City of Overland Park, KS • City of Oklahoma City, OK • City of Plano, TX • Eastern Municipal Water District • Oakland County, MI • Office of the Criminal Sheriff Orleans Parrish • State of New Mexico • State of Oklahoma • State of Tennessee • Abilene ISD • Amarillo ISD • Apollo Group (University of Phoenix) • Birdville ISD • Brazoria County School District • Elgin Public Schools • Greenville County School District • Jefferson County Schools • LA Unified School District • Rochester City Schools • Saint Paul Public Schools • San Diego USD</p>
	<p><b>Arisant, LLC</b> 383 Inverness Parkway, Suite 175 Englewood, CO 80112 Incorporated: 2006, Colorado 175 Englewood, CO 80112f Orleans</p> <p>Since 2006 Arisant has offered complete software lifecycle implementation services including architecture, configuration/implementation (on-prem and in the cloud), migration, and dev/ops support. From Infrastructure (IaaS) to Databases/Middleware (PaaS) integration, to hardware acquisition and software licensing, Arisant provides expertise that enables our Customers to reduce the time and complexity of implementing, integrating and maintaining large-scale enterprise solutions.</p> <p><b><u>STRENGTHS</u></b></p> <ul style="list-style-type: none"> <li>• Engineered Systems: Architecture, Implementation, Migration, ongoing Managed Services • Cloud Infrastructure: Architecture, Implementation, Migration, ongoing Managed Services • Managed Services</li> </ul> <p><b><u>CLIENT EXAMPLES</u></b></p> <ul style="list-style-type: none"> <li>• King County, WA • State of Colorado – Colorado Department of Education</li> <li>• The University of Colorado, Denver • City of Las Vegas, NV</li> </ul>

Team DLT Business Profiles	
	<p><b>Gaea Global Technologies, Inc.,</b> 5201 Great America Pkwy, Suite 320, Santa Clara, CA 95054</p> <p>Gaea Global Technologies is a global services company that unites its pioneering knowledge of enterprise products with its deep domain expertise of industry verticals to create the best software solutions for its Customers. It leverages its global reach, lower cost base, round the clock service, to deliver fundamentally superior ROI. <b>Gaea is a Minority Business Enterprise (MBE).</b></p> <p><b><u>STRENGTHS</u></b></p> <ul style="list-style-type: none"> <li>• Supply Chain Execution • Enterprise Project and Portfolio Management</li> <li>• Capital Planning and Cost Controls • Estimating</li> </ul> <p><b><u>CLIENT EXAMPLES</u></b></p> <ul style="list-style-type: none"> <li>• Long Beach City College • West Virginia University</li> <li>• University of California San Francisco • Milwaukee County • Denver Airport</li> <li>• DTE Energy • PG&amp;E • GENPACT</li> </ul>
	<p><b>GNC Consulting, Inc.</b> 21195 S LaGrange Road, Frankfort, IL 60423</p> <p>GNC concentrates across multiple industries with a strategic focus in Public Sector. Our consultant base and Clients are located across the United States.</p> <p>GNC has delivered over 360 implementation and upgrade projects leveraging a variety of solutions. GNC has an excellent reputation for consistently delivering projects and services on time and within budget. GNC Consulting is a Minority and Veteran Owned Company.</p> <p><b><u>STRENGTHS</u></b></p> <ul style="list-style-type: none"> <li>• Financials • Supply Chain • Human Capital Management</li> <li>• Hyperion Planning • Taleo</li> <li>• Planning and Budgeting Cloud Service and Talent Acquisition Management Cloud Service • Developing additional expertise in Financial Cloud Service and HCM Cloud Service</li> </ul> <p><b><u>CLIENT EXAMPLES</u></b></p> <ul style="list-style-type: none"> <li>• Chester County • Arlington County • Port Authority of Alleghany County • City Utilities of Springfield, MO • Port of Seattle • State of Tennessee • Los Angeles Community Development Corporation • Lower Colorado River Authority • City of Indianapolis</li> <li>• Mecklenburg County • State of Wisconsin • State of Illinois</li> </ul>

### Team DLT Business Profiles



#### **Synaptein Solutions**

1568 Spring Hill Road, Suite 402, McLean, VA 22102


Synaptein Solutions is an 8(a) Small Disadvantaged Business and HubZone business based in McLean, VA. Synaptein has experience managing enterprise-wide large scale data systems and works as a prime with large system integrators. Synaptein specializes in information management, data analytics, critical systems support and optimization, and enterprise transformation and optimization. Our consultants work with our Clients to achieve results, realize efficiencies, and gain a return on investment.

#### **STRENGTHS**

- *Information Management • Data Analytics • BPM • Critical Systems Support and Optimization • Enterprise Transformation and Optimization*
- *Web Development • IV&V / Testing*

#### **CLIENT EXAMPLES**

- *Office of Information Technology (OIT):*
- *Virginia • Idaho • North Carolina • Delaware • Michigan*

Team DLT Business Profiles	
	<p><b>Mirage Software Inc; DBA Bourntec Solutions, Inc.</b> 1701 East Wood field Road, Suite 636 Schaumburg, IL 60173 Incorporated: 1998, IL</p> <p>Bourntec Solutions Inc. provides full support with proven &amp; proprietary methodologies supported by stringent governance models. Our Solution Factory, Upgrade Lab, Tools, Accelerators and Enablers expedites the implementations, migration and upgrades. Our deep knowledge about the requirements of enterprise systems, verticals and industries ensure your applications evolve along with your business.</p> <p>Bourntec Solutions Inc. has a strong track record for delivering smarter, better, high-quality, and end-to-end services to Clients worldwide. With deep insight into your business and systems, we can help you adopt a new solution and then evolve and apply the technology in line with your requirements and goals. <b>Bourntec Solutions is a Minority and Women owned Business Enterprise (MWBE); certified Small Business.</b></p>
	<p><b><u>STRENGTHS</u></b></p> <ul style="list-style-type: none"> <li>• Enterprise Applications, viz. eBusiness Suite, PeopleSoft • Business Intelligence (BI)</li> <li>• Corporate Performance Management (CPM/EPM) • Application Managed Services</li> <li>• Governance, Risk and Compliance (GRC) • Security and Identity Management (IdM) <ul style="list-style-type: none"> <li>• Financials Services • Human Capital Management</li> <li>• Configure, Price Quote (CPQ)</li> </ul> </li> </ul>
	<p><b><u>CLIENT EXAMPLES</u></b></p> <ul style="list-style-type: none"> <li>• Prince George's County Public Schools, Maryland • State of Maryland (Through Department of Information Technology, DoIT) • Maryland, Department of Human Resources • City of Chicago, Board of Education (Chicago Public Schools), Illinois</li> <li>• City Colleges of Chicago, Illinois • City of Chicago, Illinois • Illinois Department of Central Management Services • Illinois Department of Insurance • Chicago Transit Authority, Illinois • Illinois Department of Employment Security • Illinois Department of Human Services • Illinois Department of Healthcare and Family Services • Illinois Governor's Office of Management &amp; Budget • Illinois, PACE Suburban Bus Service • Illinois State Board of Education • Illinois, University of Illinois • Virginia Community Colleges System • The NYS Office of the State Comptroller • University of Texas Dallas State of Texas • State of Montana • State of Florida • San Bernardino County, California</li> <li>• Utah Transit Authority, Utah • Arizona State University, Arizona</li> <li>• Mississippi Department of Child Protection Services, MS</li> </ul>

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

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



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

DLT operates out of a central office in Herndon, VA and does not operate any warehouse, distribution, or retail facilities. Any required warehousing would be sourced through the DLT Partner network on a case by case basis (see response to Section B above).

### 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 Partner team within first 90 days

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

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

- How to Book
- Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement.

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

- 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, contract 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:
    - a. OMNIA Partners standard logo;
    - b. Copy of original Request for Proposal;
    - c. Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - d. Summary of Products and pricing;
    - e. Marketing Materials
    - f. Electronic link to OMNIA Partners' website including the online registration page;
    - g. A dedicated toll-free number and email address for OMNIA Partners

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

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

- Public Relations: Upon award of the contract, DLT Solutions will create and distribute a co-branded press release to all of its media contacts highlighting the addition of the Region 4 ESC contract to its contract portfolio. DLT Solutions will also create and distribute press releases highlighting significant wins that come from the Region 4 ESC contract. Lastly, DLT Solutions will use Region 4 ESC wins to identify unique stories that can be turned into case studies and subsequent press opportunities.
  - The announcement, contract details and contact information will be simultaneously published on the DLT homepage, as well as its social media pages (Twitter, LinkedIn, etc.)
- Marketing Materials: DLT will design, publish, and distribute a wide range of co-branded materials
  - DLT will brand Customer facing and internal line cards with Contracting Office approved nomenclature for distribution
  - Targeted Account Based Marketing ads will be utilized to increase brand awareness of the contract on all of our social media platforms
  - Customized booth branding and collateral will be created to ensure that this contract is presented at ANY tradeshow that DLT attends
  - DLT will update the email signatures of applicable sales reps with the contract logo and Contract Office-approved tagline for the contract
  - DLT will provide blogs, create case studies and webinars to on a quarterly basis to optimize and enhance contract awareness
  - Email communication will be positioned to all of our current Customers for contract awareness - fiscal year end-specific campaigns will target Customers with ease of procurement and evangelism of the contract as well
- Region 4 ESC Homepage: Per contract requirements, this page will include:
  - OMNIA Partners standard logo;

- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA
- Trade Shows: DLT is a longtime attendee of the NIGP Annual Forum, and will continue to attend and participate throughout the life of this contract and beyond. DLT also sends representatives to a wide range of other trade shows throughout the year (see below).
  - As a member of the NIGP Advisory Board, DLT is well positioned to provide thought leadership and influence beyond the trade show floor. DLT leaders speak in seminars to share their expertise on IT procurement and are able to promote additional awareness of the Region 4 ESC contract beyond the capability of other contractors.
  - Participation and/or sponsorship in national trade shows and conferences and targeted events in AZ, CO, PA, TN, VA, MD, WV, IL, NY, CA, TX and FL, including pre-and post-event communications and follow-up.
- Advertising: DLT will participate in the publication of national and regional advertising in trade publications. DLT also invests in radio and internet advertising during peak buying seasons.

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.

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

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

- Omnia Partners
- NASPO ValuePoint
- National Cooperative Purchasing Alliance (NCPA)
- The Interlocal Purchasing System (TIPS)
- Maryland COTS
- Texas Department of Information Resources (DIR)
- E&I Cooperative Services

- 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.

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

- 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 contract

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

- The Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- The Master Agreement offers best government pricing (pre-admin fee, see Appendix B)
- The Master Agreement requires no cost to participate
- The Master Agreement is a non-exclusive contract

- 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

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

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

Executive Support

Brian Strosser, President  
Brian.Strosser@dlt.com  
(703) 773-1185

Marketing

Maria Moore, Vice President  
Maria.Moore@dlt.com  
(703) 708-9652

Sales

Chris Wilkinson, Senior Vice President  
Chris.Wilkinson@dlt.com  
(703) 708-9147

Sales Support

Chris Wilkinson, Senior Vice President  
sales@dlt.com  
(703) 709-7172

Financial Reporting

Westin Hayden, Program Financial Analyst Team Lead  
Westin.Hayden@dlt.com  
(571) 346-1896

Accounts Payable

Anita Kelly, Credit & Collection Manager  
ap@dlt.com  
(703) 708-9139

Contracts

Michael Bekampis, Program Manager  
Michael.Bekampis@dlt.com  
(703) 708-9127

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

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

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

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

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

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

- Targeted Cold Calling
- Attendance and Participation in Omnia Partners Regional Summits
- Omnia, NIGP, and other Industry Conferences
- Sales Training of Partner Network
- Sales Training of DLT sales force
- Targeted marketing email campaigns

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

As a current holder of an OMNIA Partners contract, DLT is well versed in managing the national program. DLT has on-going cadence calls with the OMNIA Partners Director of Partner Development ensuring optimal management of the program throughout the term of the Master Agreement. DLT management, sales, and marketing currently engages regularly with the OMNIA Partners marketing team to formulate



numerous campaign strategies. These strategies include, but are not limited to, general marketing campaigns, case studies, and joint campaigns to drive attendance/awareness to DLT specific events, OMNIA specific events, and national events where OMNIA and DLT have a presence. DLT's experience as an OMNIA Partners contract holder ensures new Participating Public Agency accounts will be established in a timely manner; the DLT Contract Administrator has nearly five years of experience working together with Public Agencies seeking to register for the OMNIA Partners program and establishing themselves as a new Participating Public Agency.

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

### Sales

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

### Contracts/Programs

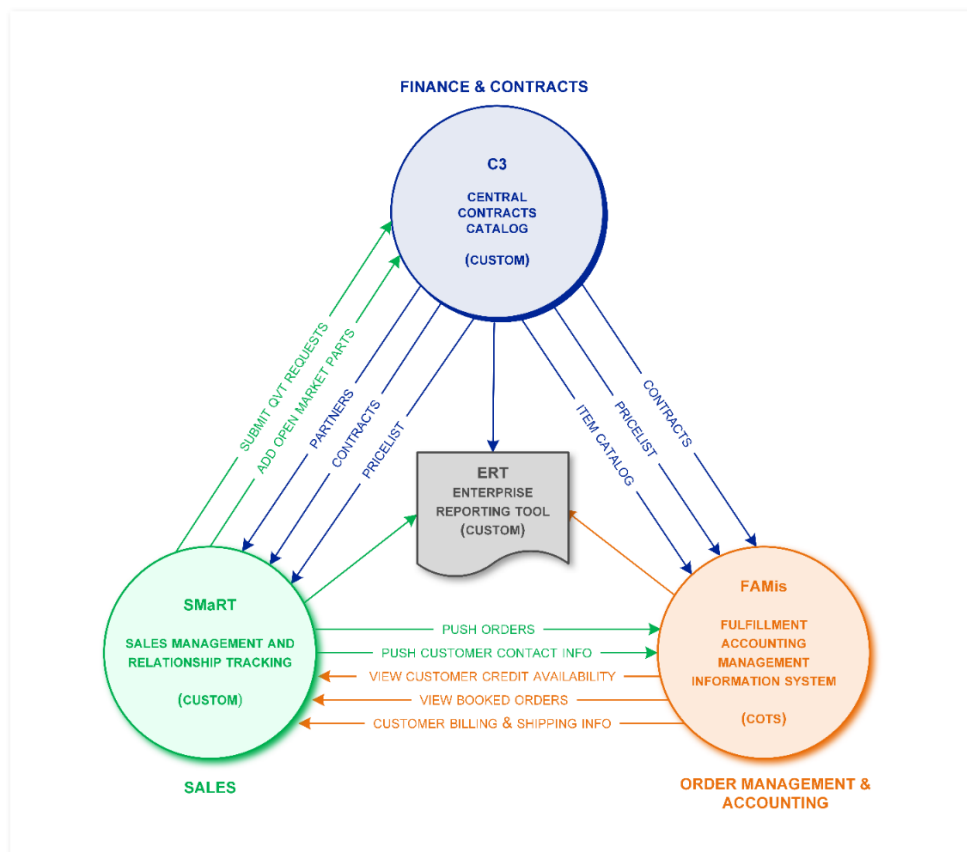
- Establish reporting and fee remittance workflow in DLT systems
- Setup contract profile and pricelists in DLT systems
- Work with DLT marketing team to develop and launch dedicated webpage off corporate website.
- Create training curriculum and present materials to sales team, Publishers, and/or Partners.

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

This response is not subject to disclosure under the Region 4 ESC Open Records Policy. See Section 6.1.

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

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



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

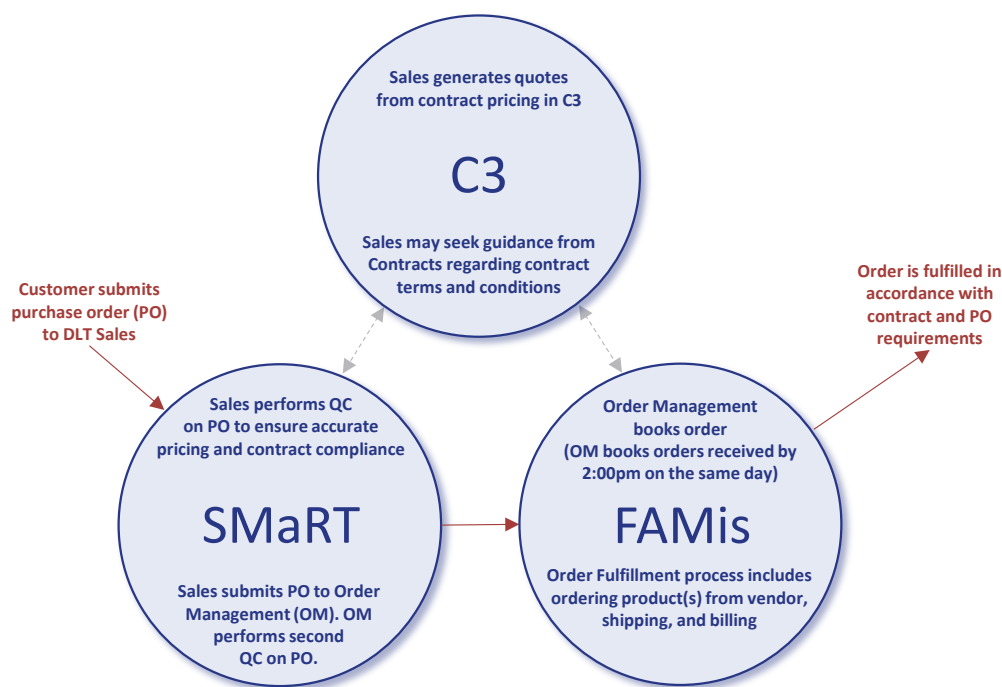
**C3** (Central Contracts Catalog) – The C3 database allows DLT to ensure that all product pricing is accurate and current. C3 contains all contract offerings and related products and pricing based on the respective contract's specific terms and conditions. C3 is fully integrated with SMaRT and FAMis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

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

**ERT** (Enterprise Reporting Tool) – ERT is integrated with all DLT systems to provide reporting capabilities to DLT business units. ERT provides a standardized interface and limits user access to only the reports and data that they have privileges to view. Reports can be queried to filter group reports (for example, by Division, Rep, Contract, Vendor, Manufacturer, Sector) based on the Customer's needs.

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

The graphic on the following page demonstrates how an order moves through DLT's internal systems:



- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$1.00 in year one

\$1.00 in year two

\$1.00 in year three

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

Because this is a new contract, DLT is unable to commit to an accurate estimate of Guaranteed Contract Sales as defined in this solicitation.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - 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.

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

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.

DLT has submitted exceptions to the Omnia Partner's Administration Agreement in Section 1.1 of this response.

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

See Section 3.1 below.

iv. Describe how Offeror responds to emergency orders.

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

v. What is Offeror's average Fill Rate?

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

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

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

vii. Describe Offeror's return and restocking policy.

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

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

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

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

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

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

x. Describe Offeror's invoicing process.

DLT's invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions.

DLT has developed highly integrated internal systems (see graphic below) to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing. Please see DLT's response to Part L of the Marketing and Sales section in Appendix D, Exhibit A above for additional information about the invoice process.

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

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

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

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

xii. Describe the financial condition of Offeror.

DLT is a financially sound company. DLT Solutions revenue exceed \$1B annually; we are privately held corporation that predominantly provides value-added COTS products on a competitively awarded basis. The remainder of our line is T&M based services.

DLT uses Microsoft Dynamics NAV. Our financial systems are reviewed annually for adequate internal controls since we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track hours, expenses and costs in accordance with applicable T&M procurement regulations. In addition, over the years, DLT Solutions has gone through some pre-award government audits and has been deemed to have adequate billing and accounting systems for T&M awards.



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

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

Through this website, Public Agency Customers are able to:

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

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

xiv. Describe the Offeror's safety record.

DLT provides a safe, protected office environment for its employees. In the past 5 years DLT has 1 safety incident to report:

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

xv. Provide any additional information relevant to this section.

N/A

### 3.1. Omnia Partners Documents

DLT has provided the following required Omnia Partners documents on the subsequent pages of this response:

- Exhibit A – Response for National Cooperative Contract
  - Please note that the Exhibit has been provided for review purposes only. For DLT's response to this section please review Section 3.0 Performance Capability. Please note that DLT has provided exceptions to these terms in Section 1.1 of this response.
- Exhibit B – Administration Agreement, Example
  - Please note that DLT has provided exceptions to these terms in Section 1.1 of this response.
- Exhibit F – Federal Funds Certifications
- Exhibit G – New Jersey Business Compliance

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

The Region 4 Education Service Center (“ESC”) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Software Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including 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”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the

Requirements for National Cooperative Contract

**OMNIA PARTNERS COMPANY EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**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.

**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.

**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.

**3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. 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.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- 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 a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

**3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- 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.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

**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
- 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, contract details and contact information published on the Supplier's website within first 90 days



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- 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 contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA 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.
- 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.
- 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 contract

Requirements for National Cooperative Contract

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- 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
- 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
- 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.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company 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 administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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.

OMNIA PARTNERS EXHIBITS  
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), and \_\_\_\_\_ (“Supplier”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “Principal Procurement Agency”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the “Product”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

**WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

## **DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

#### **NATIONAL PROMOTION**

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such



terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of \_\_ percent (\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty



(30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**OMNIA PARTNERS, PUBLIC  
SECTOR**

_____ Signature
_____ Name
_____ Title
_____ Date

_____ Signature Sarah Vavra
_____ Name Sr. Vice President, Public Sector Contracting
_____ Title
_____ Date

**OMNIA PARTNERS EXHIBITS**  
**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 with proposal.

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

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 SW 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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SW 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 SW 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**

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 SA 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 SA 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 SA 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).



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 SN 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 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.

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

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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 SN Initials of Authorized Representative of offeror

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**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 SN 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 SN Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year 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..

Does Vendor agree? YES SN Initials of Authorized Representative of Vendor

**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 books, documents, papers and records of offeror that are directly 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 SN Initials of Authorized Representative of offeror

**CERTIFICATION OF AFFORDABLE CARE ACT**

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

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

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

Offeror's Name: DLT Solutions, LLC

Address, City, State, and Zip Code: 2411 Dulles Corner Park, Suite 800

Phone Number: (703) 709-7172

Fax Number: (800) 708-6707

Printed Name and Title of Authorized Representative: Scott Needleman, Vice President and General Counsel

Email Address: Scott.Needleman@dlt.com

Signature of Authorized Representative: \_\_\_\_\_



Date: 8/2/2019



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM**  
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** DLT Solutions, LLC

**Street:** 2411 Dulles Corner Park, Suite 800

**City, State, Zip Code:** Herndon, VA 20171

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Celeste Bondon, an authorized representative of DLT Solutions, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
DLT MergerCo, LLC	2411 Dulles Corner Park, Suite 800, Herndon, VA 20171	100%

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

07/23/19

Date

  
Corporate Counsel  
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: DLT Solutions, LLC

Street: 2411 Dulles Corner Park, Suite 800

City, State, Zip Code: Herndon, VA 20171

State of \_\_\_\_\_

County of \_\_\_\_\_

I, Celeste Bondon of the Herndon  
Name City

in the County of Fairfax, State of Virginia  
of full age, being duly sworn according to law on my oath depose and say that:

I am the Corporate Counsel of the firm of DLT Solutions, LLC  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

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

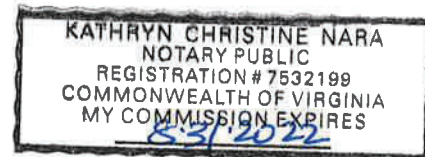
DLT Solutions, LLC  
Company Name

com Corporate Counsel  
Authorized Signature & Title

Subscribed and sworn before me

this 1<sup>st</sup> day of August, 2019

[Signature]  
Notary Public of Fairfax, VA  
My commission expires 6/31, 2019



SEAL

OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

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

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

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

✓ A photo copy of their Federal Letter of Affirmative Action Plan Approval

See Section 6 Additional Required Documents for AAP.

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

8/2/2019

*Date*

Conn Dir. Corp. Counsel  
*Authorized Signature and Title*

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

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

## Part I – Vendor Information

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

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

Signature

Scott Needleman  
Printed Name

Vice President, General Counsel  
Title

## Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

**Stockholders:**


Name: DLT MergerCo, LLC	Name:
Home Address: 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 1<sup>st</sup> day of August, 2019

(Notary Public)

My Commission expires:

KATHRYN CHRISTINE NARA  
NOTARY PUBLIC  
REGISTRATION # 7532199  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
8.31.2022

  
(Affiant)

Scott Needleman, Secretary  
(Print name & title of affiant)

(Corporate Seal)





**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: DLT Solutions, LLC

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Celeste Bondon

Signature: 

Title: Corporate Counsel & Director of Contracts

Date: 07/23/19



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DLT SOLUTIONS, LLC

**Trade Name:**

**Address:** 2411 DULLES CORNER PARK STE 800  
HERNDON, VA 20171-6126

**Certificate Number:** 0109410

**Effective Date:** December 21, 2001

**Date of Issuance:** August 02, 2019

**For Office Use Only:**

**20190802142133172**



## 4. Qualification and Experience

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

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

DLT consistently grows its business year over year; our ability to broker vendor and Customer relationships, along with our commitment to unparalleled Customer satisfaction, enabled the company to achieve more than \$1 billion in 2018 bookings across more than 30,000 Customer delivery orders. DLT Solutions is best positioned to offer the most effective contract to Region 4 ESC and Omnia Partners Customers, offering a robust set of hardware and software products and related services using an expansive national network of Partner integrators.

### ii. Describe Offeror's reputation in the marketplace.

DLT's evolution as a company and our continued commitment to provide our Customers with the latest technologies and corresponding technical expertise have been recognized in the industry. In recognition of DLT's sterling reputation in the marketplace, we have received the following Awards and Distinctions:

- 2019 IES Excellence in Sales Innovation Award
- 2019 Washington Technology Top 100 (DLT is NO. 63)
- 2019 CRN S&P Top 500 (DLT is No. 42)
- 2018 Red Hat Public Sector Partner of the Year
- 2018 Hortonworks Distributor of the Year
- 2017 IDC Government Insights Federal IT Top 50
- 2017 Bloomberg Government BGOV200
- 2017 Washington Technology Top 100
- 2017 CRN's Solution Provider 500
- 2017 Red Hat Cloud Partner of the Year
- 2017 Executive Mosaic Wash100
- 2016 Red Hat Public Sector Cloud Partner of the Year
- 2016 Red Hat Public Sector Partner of the Year
- 2016 Red Hat Middleware Partner of the Year
- 2016 CRN Solution Provider 500 (#39)

- 2016 Washington Technology Top 100 Contractors (#56)
- 2016 Selling Power - 50 Best Companies to Sell For (#34)
- 2016 IES Sales & Excellence Awards - Excellence in Sales Innovation
- 2016 Bloomberg BGOV200 (#140)
- 2016 CRN's Women of the Channel
- 2016 IDC Government Insights Federal IT Rankings (#72)
- 2015 Symantec North American Public Sector Healthcare Growth Partner of the year
- 2015 Veritas Americas Partner of the Year
- 2015 Red Hat's Public Sector Partner of the Year
- 2015 Washington Technology Top 100 Contractors (#59)
- 2015 CRN Solution Provider 500 (#35)
- 2015 Bloomberg BGOV200 (#151)

For awards prior to 2015, go to <http://www.dlt.com/about/awards>.

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

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

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

iv. Describe the experience and qualification of key employees.

DLT's Senior Management team is committed to making the Master Agreement a success, offering solutions that are technically superior and most cost effective. Our executive leadership team is dedicated to providing a great Customer experience measured by Customer satisfaction tools and quality control standards to drive efficiencies and predictability in our processes and operations. DLT Solutions has provided biographical resume information below for the key executives who would be involved in supporting this contract.



**Art Richer, CEO**

In May 2017, DLT announced the appointment of Art Richer as the company's Chief Executive Officer. Prior to joining DLT, Richer spent 18-years at public sector distributor immixGroup starting as Vice President in 1998 and culminating in the president and CEO position where he led its successful sale to Arrow Electronics in 2015.

Richer has extensive experience working with technology manufacturers, ranging from very large and established companies to numerous high growth and emerging technology firms. Armed with strong government sales and business development experience, he has helped technology companies grow their government businesses through cohesive sales, channel marketing, and business development strategies.

Richer received his Bachelor of Science Degree in Computer Science from the State University of New York Institute of Technology.



**Brian Strosser, President**

Brian Strosser has been appointed President at DLT Solutions, previously having served as the Chief Operating Officer since 2015. In this role, Brian leads DLT's business divisions including the company's technology practices, channels, marketing, and engineering teams. He is responsible for the execution of DLT's strategy based on architecting, delivering, and supporting technology solutions through a broad partner eco-system to support the U.S. Government's mission through industry-leading partnerships with many of the top technology companies in the world.

Throughout his entire career supporting the US Public Sector, Brian has built a reputation for growing and transforming businesses with a focus on customer success. Prior to joining DLT, Brian built a diverse background across various aspects of industry including distribution, manufacturers and value-added resellers. Most recently, he worked for NetApp where he held various leadership roles including the build-out and growth of their civilian and intelligence business units as well as their government channels organization. Brian's other leadership experience includes roles at Sun Microsystems, GBC/Globelle, World Wide Technology and GTSI.

Brian currently sits on the AFCEA DC Board and was named to the FedScoop 50 in the Industry Leadership category in 2017 and 2015 based on his vision and proven leadership in bringing industry and government together to create solutions that work for the government.



***Joe Donohue, Chief Financial Officer***

Joe Donohue joined DLT in December 2016 as Chief Financial Officer. Joe brings over 25 years of experience to the role of CFO. In the position, Donohue will oversee accounting, finance, and order management.

Prior to joining DLT, Donohue was most recently the Chief Financial Officer and Chief Compliance Officer of Agilex Technologies where he led its successful sale to Accenture Federal Services in 2015. His previous roles also include Practice Area Leader and Business Manager at Integic Corp; and Finance Director and Investor Relations Director at Legent Software.

With extensive experience working with government software & IT providers, Donohue specializes in enterprise value enhancement; P&L management; financial management, analysis, and forecasting. Donohue received his Bachelor's Degree from Tufts University and earned a MBA in Finance from The George Washington University School of Business.



***David Blankenhorn, Chief Technology Officer***

David Blankenhorn joined DLT Solutions in early 2011 as the Chief Cloud Technologist. Today, David serves as the Chief Technology Officer. As the leader of the Office of the CTO, David and his team drive the DLT portfolio strategy and messaging, assist customers and partners with the rapidly evolving technology landscape, and provide market intelligence to our vendors and partners.

As an executive with a proven record of leadership and business execution within professional and managed services, David applies his extensive experience to assisting public and private customers with IT strategy, design, delivery, and management. His expertise lies in Cloud Technologies, Virtualization, Data Center Optimization, and IT Service Management.

David began his career as a System Administrator on a Defense Data Network (DDN) contract before moving into multiple executive positions in the industry at various value added reseller companies. He pulls from a diverse set of experiences across different aspects of the information technology landscape including manufacturing, system integrators, value added resellers, and aggregation. Prior to joining DLT, he spent more than a decade at Sun Microsystems where he was a Chief Technologist, Principal Engineer, and Global Manager in the Professional Services and Advanced Services divisions.



***Dennis Kappeler, Vice President of Sales Operations***

Dennis Kappeler joined DLT Solutions in 2004 as an advisor managing the functional upgrade of DLT's proprietary CRM system. He then joined the company full time in 2007, when he established DLT's Program Management Office (PMO). In 2014, Dennis was promoted to Vice President of Program and Order Management where he added oversight of DLT's team of order processors who book upwards of 28,000 orders annually to his responsibilities. Dennis also provides oversight on DLT Solutions' custom-developed customer portals.

Previously, Dennis spent a decade consulting for several government agencies including the NSA, DOJ, and the U.S. Postal Service, OIG. During this time, Dennis performed needs analysis, presented recommendations, and oversaw the implementation of automated systems to streamline business operations. Prior to consulting, Dennis worked on classified projects for several large system integrators in the public sector.

Dennis holds a Bachelor of Science degree in Computer Science from Virginia Tech and an Associate's degree in Photography..



***Amy Kelly, Vice President, Human Resources***

Amy joined DLT Solutions in 2017 as Vice President, Human Resources. The focus of her career has been on building and developing world-class teams and market-leading employment brands that drive business success. She believes that strong company culture is a strategic asset for winning in the marketplace.

Amy leads the Human Resources, Training & Development, and Office Administration Teams that deliver all aspects of the DLT Employment Value Proposition into the market and for current DLT employees.

Prior to joining DLT, Amy worked in executive leadership roles in Human Resources, Organizational Development, Business Development and Training. Her experience includes building award-winning Employment Brand Programs and designing award-winning Training, Leadership Development and Corporate University Programs.

Amy is an author and speaker on Organizational Development and full life cycle Talent Management, as well as an active member of the Society for Human Resource Management (SHRM) and ATD (Association for Talent Development).

She earned a bachelor's degree with a double major in Business Administration and Communications from Flagler College in St. Augustine, Florida and graduated from the George Mason Leadership Coaching for Organizational Well-being Program in 2017.



***Skip Liesegang, Vice President of Channels***

Skip Liesegang is responsible for developing, building and executing a growth strategy to accelerate the impact public sector partners have on DLT's growth. Liesegang is a recognized expert in IT sales, marketing, distribution and business development, bringing more than 30 years of industry experience in government and commercial markets as a manufacturer, solution provider and distributor.

Prior to joining DLT, Liesegang served as the Director of Channels and Distribution for the Americas over the last four years with NetApp, served as the Vice President of Channels at immixGroup for seven years, and led the Public Sector channels for seventeen years at Sun Microsystems. He is a frequent industry speaker, author of articles for various IT trade publications, and the 2013 Computer Reseller News Channel Champion awardee.

Skip has participated in many channel advisory boards and founded the Government Channel Leadership Council in 2009. He holds a Bachelor of Science from James Madison University and a Master of Business Administration from Averett University.



***Maria Moore, Vice President of Marketing***

Maria Moore joins DLT with 25 years of sales and marketing experience, most recently serving as VP of Marketing at Deltek where she lead marketing teams targeting solutions for government contractors and Systems Integrators with an emphasis on DCAA compliance, audits, security, and other government regulations. Her other previous positions include marketing leadership roles at Red Hat and Merlin International and has an extensive background in public sector marketing initiatives that drove pipeline and revenue for software companies such as IBM, TIBCO, and FileNet. Outside of Public Sector, Maria also successfully created strategic marketing programs targeting other verticals including Financial Services, Telecommunications, Manufacturing, Accounting, Compliance, Architectural & Engineering, and project based businesses.

Maria's experience marketing in the IT industry has allowed her to specialize in Partner MDF, B2B/B2C marketing, customer advocacy, integrated marketing plans, event execution, solution selling, channel incentive and syndication, demand generation, ROI benchmarking, SEM/SEO and web-based marketing campaigns. Maria holds a B.S. in Psychology from Radford University.



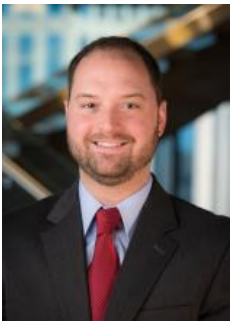


***Scott Needleman, Vice President & General Counsel***

Known as a creative deal maker and a business-minded, legal professional, Scott has been supporting IT vendors and their partners in selling to public sector for over 20 years. Scott's experience spans complex transactions, Enterprise License Agreements, "as-a-Service" licensing, M&A, compliance, resale, distribution, and professional services, Scott has deep relationships and an excellent reputation within the vendor, partner and government community.

Scott has led the legal, contracts, proposal and corporate development teams for industry leading companies throughout his career serving as VP and General Counsel for the Mythics Emergent Group prior to DLT and in the same role for over 15 years with Arrow Electronics/immixGroup. At DLT and throughout his career, he has worked to structure legal/contracts teams that scale to support a billion+ in annual sales, through thousands of transactions between more than 250 IT vendors, over 2000 VARs/System Integrator partners and utilizing all the critical contract vehicles throughout federal, state and local governments.

Scott earned his bachelor's degree in Economics from University of Maryland and his J.D. from University of Baltimore School of Law.



***Chris Wilkinson, Senior Vice President, Sales***

Christopher Wilkinson is responsible for managing and expanding DLT's capabilities in cybersecurity, cloud computing, enterprise platforms, and IT infrastructure. He works with DLT's technology vendors and channel partners to better align their products and go-to-market strategies to serve the needs of their government customers. Prior to joining DLT, Wilkinson was responsible for immixGroup's capabilities in cybersecurity, big data and analytics, cloud computing, enterprise mobility, IT infrastructure, and business and operations applications. He was also responsible for enhancing technical fluency among immixGroup's employees and managing the company's lead generation and new client acquisition efforts. He led the growth of immixGroup's cybersecurity technology category, expanding the company's partnerships over a 6-year period from 15 manufacturers to more than 100, making it one of the most comprehensive portfolios of cybersecurity software offerings available to government.

He has a B.S. in business administration from the University of Pittsburgh.



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

This response is not subject to disclosure under the Region 4 ESC Open Records Policy. See Section 6.1.

[illegible]

vi. Expertise working with the public sector and understanding of the unique technical and regulatory requirements.

DLT Solutions has 28 years of experience working with the government sector, including a 5 year history with Omnia Partners under the U.S. Communities vehicle selling products from Oracle and Amazon Web Services. DLT is wholly focused on the public sector, with annual revenues exceeding \$1B. This experience has given the organization a deep level of knowledge around the unique technical and regulatory requirements associated with doing business with the government.

DLT leverages a purpose-built infrastructure to enable our Clients and Partners to do business with Government while reducing costs and mitigating risks introduced when doing business with Public Sector. DLT is a prime contractor on nearly 50 public sector vehicles, with access to hundreds more through our channel network. We have made significant investments in our business, including a Top Secret security clearance and a bleeding-edge recurring revenue management program.

vii. License to do business in all 50 states.

DLT is licensed to do business in all 50 states. Please contact [legal@dlt.com](mailto:legal@dlt.com) to request proof of license to do business in a specific state.

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

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

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

This response is not subject to disclosure under the Region 4 ESC Open Records Policy. See Section 6.1.

Reference 1	
Entity Name	Omnia (U.S. Communities)
Contact Name & Title	Matt East, Director of Partner Development
Contact Phone	(703) 402-9929
Contact Email	Matt.East@omniapartners.com
City & State	National Cooperative
Years Serviced	5
Description of Services	Cooperative contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 2	
Entity Name	GSA IT Schedule 70
Contact Name & Title	Jay Johnson, Contracting Officer
Contact Phone	(202) 501-0093
Contact Email	Jay.Johnson@gsa.gov
City & State	Washington, D.C.
Years Serviced	18
Description of Services	Government Wide Acquisition Vehicle (GWAC) for commercial software products and services
Annual Volume (\$)	

Reference 3	
Entity Name	NASA Solutions for Enterprise Wide Procurement (SEWP) V
Contact Name & Title	Darlene Coen, Contracting Officer
Contact Phone	(301) 286-4555
Contact Email	darlene.e.coen@nasa.gov
City & State	Lanham, MD
Years Serviced	4
Description of Services	Government Wide Acquisition Vehicle (GWAC) for commercial software products and services
Annual Volume (\$)	

Reference 4	
Entity Name	Texas Department of Information Resources
Contact Name & Title	Mario Gutierrez, Contracting Officer
Contact Phone	(512) 463-8989
Contact Email	Mario.Gutierrez@dir.texas.gov
City & State	Austin, TX
Years Serviced	4
Description of Services	State cooperative contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 5	
Entity Name	State of Georgia
Contact Name & Title	Rita Figaro, Contracting Analyst
Contact Phone	(404) 463-8989
Contact Email	Rita.Figaro@gta.ga.gov
City & State	Atlanta, GA
Years Serviced	4
Description of Services	State contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 6	
Entity Name	Ohio State Term Schedule (STS)
Contact Name & Title	Jim Sutton, Procurement Analyst
Contact Phone	(614) 644-8350
Contact Email	Jim.Sutton@das.ohio.gov
City & State	Columbus, OH
Years Serviced	12
Description of Services	State contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 7	
Entity Name	NASPO ValuePoint
Contact Name & Title	Solomon Kingston, Contract Analyst
Contact Phone	(801) 538-3228
Contact Email	skingston@utah.gov
City & State	Salt Lake City, UT
Years Serviced	4
Description of Services	National cooperative contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 8	
Entity Name	Maryland COTS
Contact Name & Title	Gayle Mealy, Chief Procurement Officer
Contact Phone	(410) 697-9675
Contact Email	Gayle.Mealy@md.gov
City & State	Crownsville, MD
Years Serviced	7
Description of Services	State cooperative contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 9	
Entity Name	California Multiple Award Schedule (CMAS)
Contact Name & Title	Department of General Services (contract managed by committee)
Contact Phone	(916) 375-4363
Contact Email	cmas@dgs.gov
City & State	Sacramento, CA
Years Serviced	3
Description of Services	State contract vehicle for commercial software products and services
Annual Volume (\$)	

Reference 10	
Entity Name	State of Tennessee
Contact Name & Title	Josh Gaddy, Technical Team Lead
Contact Phone	(615) 741-1402
Contact Email	Josh.Gaddy@tn.gov
City & State	Nashville, TN
Years Serviced	4
Description of Services	State contract vehicle for commercial software products and services
Annual Volume (\$)	

x. Provide any additional information relevant to this section.

N/A

## 5. Value Add

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DLT Solutions' extensive network of supplier relationships would provide Region 4 ESC and Omnia Partners with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the Master Agreement to our full line of manufacturers, and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.

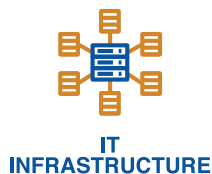
DLT understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. For informational purposes only, we have included DLT's Line Card as a contract value add. The available brands include Software Publishers from 6 focused technology domains: Cloud Computing, Cybersecurity, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.

# Accelerating

## Public Sector Growth for Technology Companies

### Who We Are

As the first government aggregator, DLT makes procurement easy for government agencies by providing solutions to technology problems through our six strategic tech domains: Cloud Computing, Cybersecurity, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle. These domains are powered by DLT's strategic partnerships and robust portfolio of contract vehicles.



### Our Contract Vehicles

#### Federal

- GSA IT Schedule 70
- NASA SEWP V
- CIO-CS
- DoD ESI Contracts
- Agency-Specific Contracts (BPA, ELA & IDIQs)

#### State, Local and Education

- GSA IT Schedule 70
- OMNIA Partners
- NASPO ValuePoint
- TIPS
- National Cooperative Purchasing Alliance (NCPA)
- Various State Contracts Including: CA, GA, IL, MD, NM, OH, SC, TN, TX
- Various Local Contracts, Including City of Los Angeles and King County
- Internet2 AWS
- E&I Cooperative Services

For a complete listing of DLT contracts visit [dlt.com/contracts](http://dlt.com/contracts).

EXCLUSIVELY  
PUBLIC  
SECTOR  
SINCE  
**1991**

EXTENSIVE  
CONTRACT  
& PARTNER  
PORTFOLIO

TECHNICAL  
ENABLEMENT  
& SUPPORT  
SERVICES

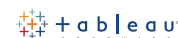
Vendor  
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DELIVERING  
CONFIRMED  
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**2005**

INDUSTRY-  
FIRST  
ENTERPRISE  
AGREEMENT  
PLATFORM



## Our Clients

For a complete listing of DLT clients visit [dlt.com/purchase](http://dlt.com/purchase).



## 6. Additional Required Documents

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DLT has provided additional required documents on the following pages:

- Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- Antitrust Certification Statements (Tex. Government Code § 2155.005)
- Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- Texas Government Code 2270 Verification Form
- DLT Solutions' Dun & Bradstreet Report
- Approved, Signed Affirmative Action Plans
- Additional Manufacturer Agreements (note that some agreements are available via Internet link only, that link is provided on this page)
  - Cloudbees
    - <https://go.cloudbees.com/docs/general/legal/>
  - LogRhythm
  - Polyverse
  - Red Hat
    - [https://www.redhat.com/licenses/Enterprise\\_Agreement\\_WebversionGlobal\\_English\\_20180416.pdf](https://www.redhat.com/licenses/Enterprise_Agreement_WebversionGlobal_English_20180416.pdf)
    - <https://www.redhat.com/en/about/red-hat-end-user-license-agreements>
  - Sumo Logic

**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. **See following pages for specific proprietary information to be protected**

*(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.)*

8/2/2019

Date

  
Authorized Signature & Title

## 6.1. DLT Solutions Proprietary Information Sheet

DLT has identified the following sections of this response that qualify for exemption from disclosure under the Region 4 ESC Open Records Policy:

Page/Section/Line	Reason for Redaction
Pg. 23, Section D. Entire Response.	DLT Solutions is a private company. Financial information such as the data disclosed to Region 4 in this response represents confidential, proprietary, competitive company data that should not be made publicly available.
Pg. 46-47, Section K. Entire Response.	DLT Solutions is a private company. Financial information such as the data disclosed to Region 4 in this response represents confidential, proprietary, competitive company data that should not be made publicly available.
Pg. 88, Section iv. Entire Response	DLT Solutions is a private company. Financial information such as the data disclosed to Region 4 in this response represents confidential, proprietary, competitive company data that should not be made publicly available.
Pgs. 89-92, Section ix. "Annual Volume"	DLT Solutions is a private company. Financial information such as the "Annual Volume" data disclosed to Region 4 in this response represents confidential, proprietary, competitive company data that should not be made publicly available.

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

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

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

**Company**

DLT Solutions, LLC

**Contact**

  
**Signature**

2411 Dulles Corner Park, 800

Mitchell Soni  
**Printed Name**

**Address**

Herndon, VA 20171

Proposal Manager  
**Position with Company**

**Official  
Authorizing  
Proposal**

  
**Signature**

Celeste Bondon  
**Printed Name**

**Phone**

800-262-4358

Corporate Counsel  
**Position with Company**

**Fax**

866.708.6867

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

DLT Solutions, LLC.  
Herndon, VA United States

**Certificate Number:**  
2019-520123

**Date Filed:**  
07/23/2019

**Date Acknowledged:**

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

Region 4 ESC

**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.**

TBD  
Oracle Products and Other Software OEMs on Omnia agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



### 6 UNSWORN DECLARATION

My name is Celeste Bondon

and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_  
2411 Dulles Corner Park, Suite 800, Herndon, VA 20171, USA  
(street)

(city)

(state)

(zip code)

(country)

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

Executed in Fairfax County, State of VA, on the 1st day of August, 2019  
(month) (year)



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, Celeste Bondon, as an authorized representative of

DLT Solutions, LLC, a contractor engaged by

Insert Name of Company

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

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

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

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

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

07/23/19  
\_\_\_\_\_  
Date



Summary

Order Reference: anita.kelly@dlt.com | Report as of: 07-24-2019 6:20 PM | using Currency as USD

DLT SOLUTIONS, LLC

Tradestyle(s): (SUBSIDIARY OF DLT MERGERCO LLC,  
HERNDON, VA)

ACTIVE HEADQUARTERS

Address: 2411 Dulles Corner Park Ste 800,  
Herndon, VA, 20171, UNITED STATES

Phone: (703) 709-7172

D-U-N-S: 78-646-8199

In Portfolio: Yes

Tags: No tags

Alerts: No alerts

Failure Score	Delinquency Score	Age of Business	Employees
52 (No change since last month)	84 3 (in the last month)	28 years 1991 Year Started	254

Recent Alerts

There are no alerts to display.

Company Profile

D-U-N-S 78-646-8199	Mailing Address United States	Employees 254
Legal Form Corporation (US)	Telephone (703) 709-7172	Age (Year Started) 28 years (1991)
History Record Clear	Website <a href="http://www.dlt.com">www.dlt.com</a>	Named Principal Art Richer, CEO
Date Incorporated 10-09-2009	Present Control Succeeded 2015	Line of Business Computer systems design

## State of Incorporation

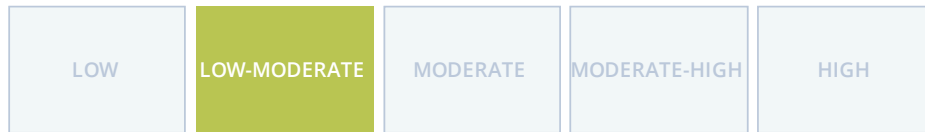
Virginia

## Ownership

Not publicly traded

## Risk Assessment

### Overall Business Risk



### Maximum Credit Recommendation

US\$ 609,000

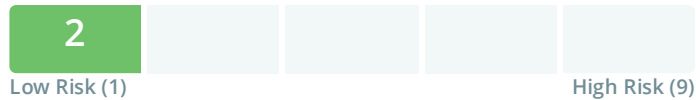
### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

### D&B Viability Rating

#### Portfolio Comparison Score



Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **3.00 %**

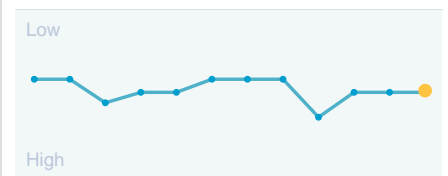
### Failure Score Formerly Financial Stress Score



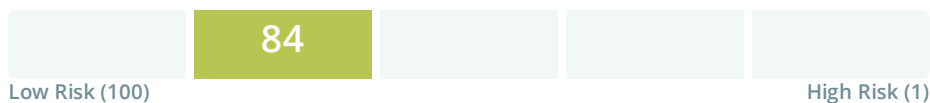
Company's risk level is: **MODERATE**

Probability of failure over the next 12 months: **0.24 %**

#### Past 12 Months



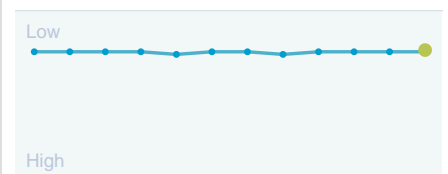
### Delinquency Score Formerly Commercial Credit Score



Company's risk level is: **LOW-MODERATE**

Probability of delinquency over the next 12 months: **2.13 %**

#### Past 12 Months



## PAYDEX ®

80

Low Risk (100)

Pays On Time

High Risk (0)

Past 24 Months

Low

High

## D&B Rating

Current Rating as of 02-17-2015

## Special Rating

-- : Undetermined

## Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	3	02-02-2017
Suits	0	-
UCC	24	04-02-2019

## Trade Payments

### Highest Past Due

US\$ 20,000

Highest Now Owing  
**US\$ 4,000,000**

Total Trade Experiences  
**24**

Largest High Credit  
**US\$ 15,000,000**

Average High Credit  
**US\$ 1,387,291**

## Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate  
[DLT MERGERCO LLC](#)  
UNITED STATES  
D-U-N-S Number [07-972-0068](#)

Total Members in [Family Tree](#) - 3

Branches

1

## Financial Overview

This company does not have a Financial Summary.

## Country/Regional Insight

### United States



### Risk Category

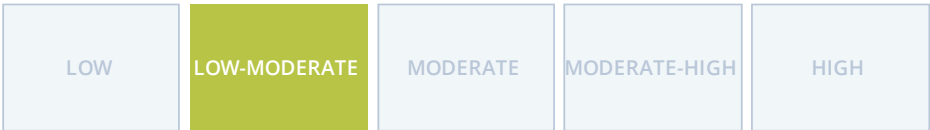


A shift towards greater monetary accommodation looks all but certain.

# Risk Assessment

## D&B Risk Assessment

### Overall Business Risk



### Maximum Credit Recommendation

US\$ 609,000

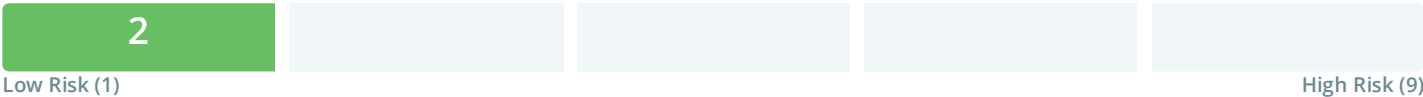
### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

## D&B Viability Rating

### Portfolio Comparison Score



### Rating Confidence Level



### Data Depth

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Level of Risk

**Low**

Probability of becoming no longer viable

**3.00%**

Percentage of businesses ranked with this score

**16.00%**

Average probability of becoming no longer viable

**5.00%**

#### Failure Score Formerly Financial Stress Score



- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Low proportion of satisfactory payment experiences to total payment experiences
- Limited time under present management control

Level of Risk

**Moderate**

Raw Score

**1479**

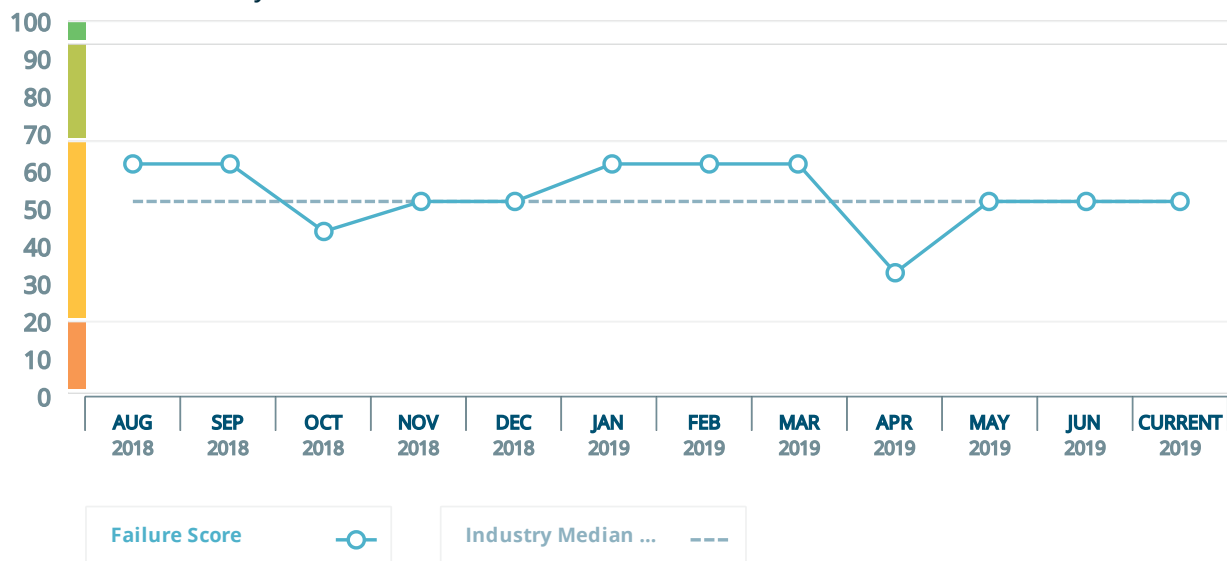
Probability of Failure

**0.24%**

Average Probability of Failure for Businesses in D&B Database

**0.48%**

#### Business and Industry Trends



#### Delinquency Score Formerly Commercial Credit Score



Low Risk (100)

High Risk (1)

- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Evidence of open liens
- Proportion of slow payments in recent months

Level of Risk

**Low-Moderate**

Raw Score

**562**

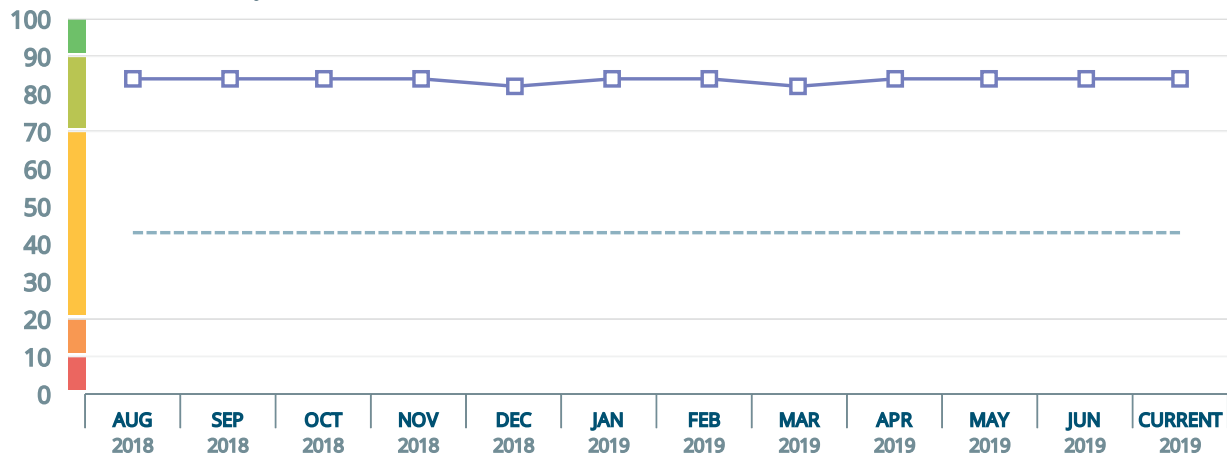
Probability of Delinquency

**2.13%**

Compared to Businesses in D&amp;B Database

**10.20%**

## Business and Industry Trends



Delinquency Score



Industry Median ...



## PAYDEX ®

Based on 24 months of data

**80**

Low Risk (100)

High Risk (0)

Risk of Slow Pay

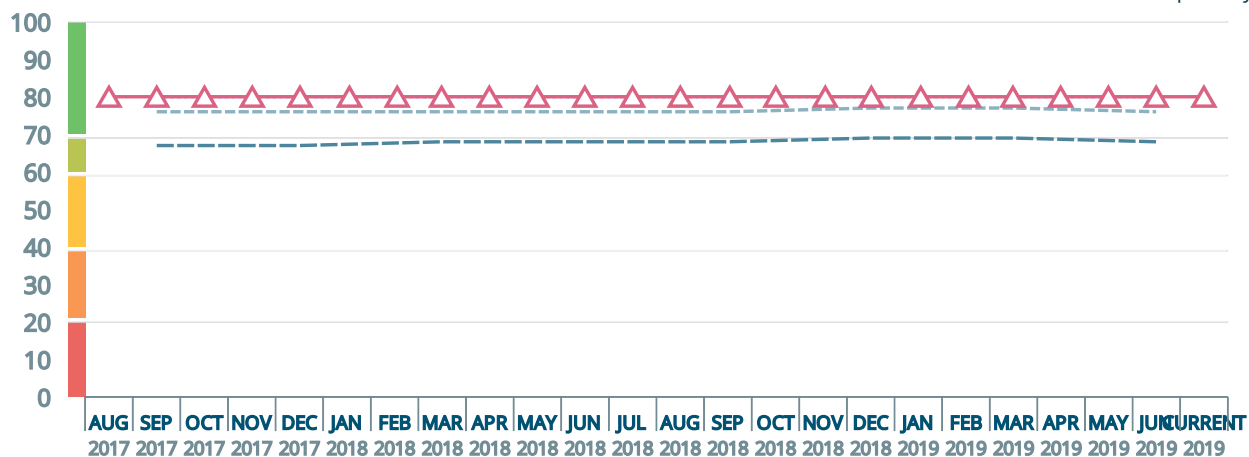
**Low**

Payment Behavior

Pays on time

## Business and Industry Trends

7373 - Computer systems design



PAYDEX ®



Industry Median ...



Industry Upper Q...





## D&amp;B Rating

Current Rating as of 02-17-2015

## Special Rating

-- : Undetermined

## Trade Payments

## Trade Payments Summary (Based on 24 months of data)

Overall Payment Behavior

**0**

Days Beyond Terms

% of Trade Within Terms

**90%**

Highest Past Due

**US\$ 20,000**

Highest Now Owing:

US\$ 4,000,000

Total Trade Experiences:

24

Largest High Credit:

US\$ 15,000,000

Average High Credit:

US\$ 1,387,291

Total Unfavorable Comments:

0

Largest High Credit:

US\$ 0

Total Placed in Collections:

0

Largest High Credit:

US\$ 0

## Trade Payments By Credit Extended (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	3	US\$ 16,500,000	100
50,000 - 99,999	1	US\$ 50,000	0
15,000 - 49,999	3	US\$ 70,000	86
5,000 - 14,999	3	US\$ 22,500	100
1,000 - 4,999	2	US\$ 5,000	100
Less than 1,000	0	US\$ 0	0

## Trade Payments By Industry (Based on 24 months of data)

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼ 35 - Industrial and Commercial Machinery and Computer Equipment	2	50,000					
3572 - Mfg computer storage	2	50,000	13	87	0	0	0
▼ 36 - Electronic and other electrical equipment and components except computer equipment	1	7,500					
3625 - Mfg relays/controls	1	7,500	100	0	0	0	0
▼ 47 - Transportation Services	1	25,000					
4724 - Travel agency	1	25,000	100	0	0	0	0
▼ 50 - Wholesale Trade - Durable Goods	2	500,000					
5045 - Whol computers/softwr	2	500,000	100	0	0	0	0
▼ 67 - Holding and Other Investment Offices	1	7,500					
6719 - Holding company	1	7,500	100	0	0	0	0
▼ 73 - Business Services	4	15,000,000					
7372 - Prepackaged software	2	15,000,000	100	0	0	0	0
7374 - Data processing svcs	2	2,500	100	0	0	0	0
▼ 99 - Nonclassifiable Establishments	1	20,000					
9999 - Nonclassified	1	20,000	50	50	0	0	0

Trade Lines						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/19	-	Cash account	0	0	0	1
06/19	Pays Promptly	N30	25,000	100	0	1
06/19	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
06/19	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
06/19	Pays Prompt to Slow 30+	-	20,000	20,000	20,000	1
06/19	Pays Slow 30+	-	50,000	0	0	Between 4 and 5 Months
06/19	Pays Promptly	-	7,500	7,500	50	1
06/19	Pays Promptly	-	7,500	7,500	0	1
05/19	Pays Promptly	-	15,000,000	4,000,000	0	1
05/19	Pays Promptly	-	1,000,000	500,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/19	Pays Promptly	N30	500,000	30,000	0	1
05/19	-	Cash account	50	-	-	Between 4 and 5 Months
03/19	-	Cash account	100	-	-	1
03/19	-	Cash account	100	-	-	1
12/18	-	Cash account	50	-	-	1
12/18	-	Cash account	50	-	-	1
11/18	-	Cash account	100	-	-	1
11/18	-	Cash account	50	-	-	Between 4 and 5 Months
10/18	Pays Promptly	N30	25,000	0	0	Between 6 and 12 Months
10/18	-	Cash account	250	-	-	1
10/18	-	Cash account	100	-	-	Between 6 and 12 Months
10/18	-	-	50	-	-	1
09/18	-	Cash account	250	-	-	Between 4 and 5 Months
06/17	Pays Promptly	-	7,500	7,500	0	1

## Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

<b>Judgements</b>  <b>0</b> Latest Filing: -	<b>Liens</b>  <b>3</b> Latest Filing: 02-02-2017	<b>Suits</b>  <b>0</b> Latest Filing: -	<b>UCC Filings</b>  <b>24</b> Latest Filing: 04-02-2019
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Events	
<div>Lien - Tax Lien</div> <div> <div>Filing Date</div> <div>02-02-2017</div> </div> <div> <div>Filing Number</div> <div>3766/18</div> </div> <div> <div>Status</div> <div>Open</div> </div>	

Date Status Attained	02-02-2017
Received Date	03-12-2018
Amount	US\$ 404
Debtors	DLT SOLUTIONS LLC
Creditors	GEORGIA DEPARTMENT OF LABOR, ATLANTA, GA
Court	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA

#### **Lien** - Tax Lien

Filing Date	03-28-2016
Filing Number	3604/745
Status	Open
Date Status Attained	03-28-2016
Received Date	03-12-2018
Amount	US\$ 942
Debtors	DLT SOLUTIONS LLC
Creditors	GEORGIA DEPARTMENT OF LABOR, ATLANTA, GA
Court	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA

#### **Lien** - Tax Lien

Filing Date	01-29-2016
Filing Number	3534/732
Status	Open
Date Status Attained	01-29-2016
Received Date	03-12-2018
Amount	US\$ 942
Debtors	DLT SOLUTIONS LLC
Creditors	GEORGIA DEPARTMENT OF LABOR, ATLANTA, GA
Court	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA

#### **UCC Filing** - Amendment

Filing Date	04-02-2019
Filing Number	19040266504
Received Date	04-03-2019
Original Filing Date	06-12-2018
Original Filing Number	18061240250
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### **UCC Filing** - Amendment

Filing Date	04-02-2019
Filing Number	19040266580

Received Date	04-03-2019
Original Filing Date	02-02-2015
Original Filing Number	15020241790
Secured Party	BANK OF AMERICA NA AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Amendment

Filing Date	03-26-2019
Filing Number	19032659759
Received Date	06-25-2019
Original Filing Date	06-12-2018
Original Filing Number	18061240250
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Amendment

Filing Date	03-26-2019
Filing Number	19032659862
Received Date	06-25-2019
Original Filing Date	02-02-2015
Original Filing Number	15020241790
Secured Party	BANK OF AMERICA NA AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	03-19-2019
Filing Number	190319-1515000
Received Date	04-30-2019
Collateral	RIGHT, TITLE AND INTEREST
Secured Party	KEY GOVERNMENT FINANCE, INC., SUPERIOR, CO
Debtors	DLT SOLUTIONS, LLC
Filing Office	UCC DIVISION, BALTIMORE, MD

#### UCC Filing - Amendment

Filing Date	02-12-2019
Filing Number	19021253251
Received Date	04-16-2019
Original Filing Date	06-12-2018
Original Filing Number	18061240250

Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Amendment

Filing Date	02-12-2019
Filing Number	19021253390
Received Date	04-16-2019
Original Filing Date	02-02-2015
Original Filing Number	15020241790
Secured Party	BANK OF AMERICA NA AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	02-12-2019
Filing Number	19021238172
Received Date	04-16-2019
Collateral	RIGHT, TITLE AND INTEREST
Secured Party	LIEN SOLUTIONS, GLENDALE, CA
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	02-11-2019
Filing Number	190211-1220000
Received Date	03-26-2019
Collateral	RIGHT , TITLE AND INTEREST
Secured Party	KEY GOVERNMENT FINANCE, INC., SUPERIOR, CO
Debtors	DLT SOLUTIONS, LLC
Filing Office	UCC DIVISION, BALTIMORE, MD

#### UCC Filing - Original

Filing Date	01-15-2019
Filing Number	19011539596
Received Date	04-09-2019
Collateral	CONTRACT NO.
Secured Party	KEY GOVERNMENT FINANCE, INC., SUPERIOR, CO
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Continuation



Filing Date	07-26-2018
Filing Number	18072665758
Received Date	08-01-2018
Original Filing Date	09-30-2013
Original Filing Number	13093039237
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	06-12-2018
Filing Number	18061240250
Received Date	08-24-2018
Collateral	All Assets
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	02-13-2018
Filing Number	18021339213
Received Date	05-10-2018
Collateral	Account(s) and proceeds
Secured Party	DELL FINANCIAL SERVICES LLC, ROUND ROCK, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Amendment

Filing Date	12-06-2016
Filing Number	16120639126
Received Date	12-14-2016
Original Filing Date	02-02-2015
Original Filing Number	15020241790
Secured Party	BANK OF AMERICA NA AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	05-01-2015
Filing Number	15050139371
Received Date	06-26-2015
Collateral	Leased Computer equipment and proceeds - Leased Equipment and proceeds

Secured Party	KEY GOVERNMENT FINANCE, INC., SUPERIOR, CO
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	02-02-2015
Filing Number	15020241790
Received Date	03-24-2015
Collateral	All Assets
Secured Party	BANK OF AMERICA NA AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	09-30-2013
Filing Number	13093039237
Received Date	11-19-2013
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	DLT SOLUTIONS, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

#### UCC Filing - Original

Filing Date	03-21-2013
Filing Number	2013033778
Received Date	03-25-2013
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	SUNTRUST BANK, AS ADMINISTRATIVE AGENT, ATLANTA, GA
Debtors	DLT SOLUTIONS CANADA INC.
Filing Office	FINANCE & REVENUE DEPT, WASHINGTON, DC

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

## Special Events

08-01-2018

**GOVERNMENT CONTRACT:** According to published reports, DLT Solutions announced that it has been awarded a five-year blanket purchase agreement (BPA) to provide McAfee hardware, software, and services by the U.S. Navy. Worth upwards of \$500 million and lasting through May 2023, this BPA gives DLT Solutions the ability to help the Defense Department, Coast Guard and intelligence community modernize cybersecurity capabilities critical to the success of their mission objectives with the use of industry-leading McAfee solutions.

12-01-2017

**GOVERNMENT CONTRACT:** According to published reports, DLT Solutions announced that it is part of a multiple award, five-year enterprise software initiative blanket purchase agreement with the Army Contracting Command - Rock Island, on behalf of U.S. Department of Defense, to help modernize and secure information management with Quest Software and services. The Government Accountability Office estimates that 75 percent of the federal government's more than \$80 billion IT investment is spent on maintaining legacy systems-leaving agencies, such as the DoD, vulnerable.

## Company Profile

### Company Overview

**D-U-N-S**

78-646-8199

**Legal Form**

Corporation (US)

**History Record**

Clear

**Date Incorporated**

10-09-2009

**State of Incorporation**

Virginia

**Ownership**

Not publicly traded

**Mailing Address**

United States

**Telephone**

(703) 709-7172

**Website**

[www.dlt.com](http://www.dlt.com)

**Present Control Succeeded**

2015

**Employees**

254

**Age (Year Started)**

28 years (1991)

**Named Principal**

Art Richer, CEO

**Line of Business**

Computer systems design

### Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 07-16-2019  
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	DLT SOLUTIONS, LLC
Corporation Type	Corporation (US)
Business Commenced On	1991
State of Incorporation	VIRGINIA
Registration ID	S305999
Registration Status	ACTIVE
Date Status Attained	10-09-2009
Filing Date	10-09-2009
Where Filed	STATE CORPORATE COMMISSION

#### Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	100 SHOCKOE SLIP;2ND FLOOR, RICHMOND, VA, 232190000

#### Principals

##### Officers

ART RICHER, CEO  
 BRIAN STROSSER, PRES  
 DAVID BLANKENHORN, CTO  
 JOE DONOHUE, CFO  
 SCOTT NEEDLEMAN, VICE PRES-GENERAL COUNSEL

##### Directors

DIRECTOR(S): THE OFFICER(S) and Craig Adler.

#### Company Events

##### The following information was reported on: 02-22-2019

The Virginia Secretary of State's business registrations file showed that DLT Solutions, LLC was registered as a Limited Liability Company on October 9, 2009, under file registration number S305999.

Business started 1991. Present control succeeded Jan 2015.

CONTROL CHANGE:.

On February 17, 2015, sources stated that Milstein & Co., L.P, Washington, DC, has acquired DLT Solutions, LLC, Herndon, VA, on January 30, 2015. With the acquisition, DLT Solutions, LLC will now operate as a subsidiary of Milstein & Co., L.P. As part of the acquisition, Millstein & Co. operating partner Alan Marc Smith will assume president and CEO responsibilities at DLT Solutions. Current president and CEO Rick Marcotte will become vice chairman of the board and will remain engaged as a consultant to the company. Craig Adler, EVP and CFO, and Brian Strosser had become minority shareholders of the company. Terms were undisclosed.

ART RICHER. Richer spent 18 years at public sector distributor immixGroup, starting as vice president in 1998 and culminating in the president and CEO position where he led its successful sale to Arrow Electronics in 2015.

BRIAN STROSSER born 1969. 2008-present active here.

DAVID BLANKENHORN born 1969. 2011-present active here.

JOE DONOHUE. Served as Chief Financial Officer and Chief Compliance Officer of Agilex Technologies.

SCOTT NEEDLEMAN. Served as vice president and general counsel at Mythics.

AFFILIATES: The following are related through common principals, management and/or ownership: TZP Group LLC, New York, NY. DUNS #937535891. Operates as an investment company.

Business address has changed from 13861 Sunrise Valley Dr Ste 400, Herndon, VA, 20171 to 2411 Dulles Corner Park Ste 800, Herndon, VA, 20171.

## Business Activities And Employees

The following information was reported on: 02-22-2019

### Business Information

Trade Names	(SUBSIDIARY OF DLT MERGERCO LLC, HERNDON, VA)
Description	<p>Subsidiary of DLT MERGERCO LLC, HERNDON, VA started 2006 which operates as an information technology software and services company.</p> <p>As noted, this company is a subsidiary of Dlt Mergerco Llc, DUNS number 079720068, and reference is made to that report for background information on the parent company and its management.</p> <p>Designs computer integrated systems, specializing in value-added reselling and systems integration (100%).</p> <p>Has 21,000 account(s). Terms are Net 30 days. Sells to non profit organizations, commercial concerns and the government. Territory : United States &amp; Canada.</p>
Employees	254 which includes officer(s). UNDETERMINED employed here.
Financing Status	Secured
Seasonality	Nonseasonal.
Facilities	Leases premises on 7 & 8 floor of a multi story steel building.
Location	Central business section on well traveled street.

### SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
7373	Computer systems design	-
73730302	Value-added resellers, computer systems	-
73730200	Systems integration services	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
541512	Computer Systems Design Services

Government Activity

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Financials

D&B currently has no financial information on file for this company

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**DLT SOLUTIONS, LLC**

**2018 - 2019**

**AFFIRMATIVE ACTION PLAN**

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## ***STATEMENT OF CONFIDENTIALITY***

This Affirmative Action Plan contains confidential information, which is subject to the provision of 18 U.S.C. §1905. Chrysler Corporation v. Brown, 441 U.S. 281, 19 FEB 475(1979).

Copies of this Affirmative Action Plan and all related appendices, documents and support data are made available on loan to the U.S. Government upon the request of the Government on the condition that the Government hold them totally confidential and not release copies to any person whatsoever. This Affirmative Action Plan and its appendices and other supporting documents contain much confidential information, which may reveal, directly or indirectly, the Company's plans for business or geographical expansion or contraction. The Company considers this Affirmative Action Plan to be exempt from disclosure, reproduction and distribution under the Freedom of Information Act upon the grounds, among others, that such material constitutes: 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(6); 2) confidential commercial or financial information which is exempt from disclosure under 5 U.S.C. §552(b)(4); 3) investigative records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(7)(c); and as 4) matters specifically exempted from disclosure under 5 U.S.C. 552(b)(3). Notice is hereby given of a request pursuant to 41 C.F.R. §60-40.1 - §60-40.8 that portions of the Plan be kept confidential.

No information contained in the Affirmative Action Plan is to be copied, removed from the premises, or released to other individuals without a prior notification to DLT Solutions, LLC. Employees and applicants who receive permission to see relevant portions of the Affirmative Action Plan must treat the information contained therein as confidential and are not permitted to copy or remove information from the Company premises.

The Company wishes to make the following clear: it does not consent to the release of any information whatsoever contained in this Affirmative Action Plan under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this Affirmative Action Plan was loaned to such Government, or is considering a request for release of this Plan under the Freedom of Information Act, request is hereby made that the Government immediately notify the Chief Executive Officer of this Company of any and all Freedom of Information Act requests received by the Government or any other contemplated release of this Plan by the Government which relates to information obtained by the Government from this Company.

This Company further requests that everyone who has any contact with this Affirmative Action Plan, or its supporting appendices, documents and other data treat such information as totally confidential, and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

Analyses contained in this AAP are conducted to comply with the technical requirements of 41CFR §60-2. The analyses are used in the proactive practice of affirmative action. The results of these analyses are neither a finding nor an admission of discrimination.

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## ***APPENDICES***

<b>APPENDIX</b>	<b>HEADING</b>
I	Job Group Structure Chart  Personnel Activity Tables
II	Organizational Profile/Workforce Analysis
III	Job Group Analysis
IV	Recruiting Area Report  Availability Analysis  Placement of Incumbents/Utilization Analysis/ Placement Goals  Analysis by Job Group Narrative
V	Analysis of Affirmative Action Progress

## ***EEO POLICY STATEMENT***

It is the policy of DLT Solutions, LLC (the "Company") to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and to provide equal employment opportunity and affirmative action for qualified individuals.

This policy statement is included in this Affirmative Action Program and is posted on Company bulletin boards. The Company will endeavor to recruit, hire, train, and promote persons in all job titles in accordance with this Affirmative Action Program. All other personnel actions are administered without regard to race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and all employment decisions are based only on valid job requirements.

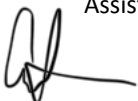
The Veteran and Disabled Affirmative Action Plan shall be available to any employee or employment applicant for inspection in the Human Resources Department during normal business hours. Alan Smith, President and CEO fully supports this policy and has assigned Amy Kelly as EEO Coordinator with overall responsibility for: annually updating the Affirmative Action Plan and the implementation of affirmative action activities as required by law.

Amy Kelly's responsibilities include designing and implementing an audit and reporting system that will:

- ❖ Measure the effectiveness of the Company's Affirmative Action Program.
- ❖ Indicate any need for remedial action.
- ❖ Determine the degree to which our objectives have been attained.
- ❖ Determine whether individuals with known disabilities and protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities.
- ❖ Measure compliance with the Affirmative Action Program's specific obligations.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in any of the following activities:

- ❖ Filing a complaint.
- ❖ Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Opposing any act or practice made unlawful by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of their race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Exercising any other right protected by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, or Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 or the Veterans Employment Opportunities Act of 1998.



Arthur Richer, CEO

9/1/2018

## ***I. FACILITY IDENTIFICATION STATEMENT***

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION PROGRAM FOR**

**DLT Solutions, LLC  
2411 Dulles Corner Park, Suite 800  
Herndon, Virginia 20171-6168**

FORMER NAME OF FACILITY(if changed in past 5 years): **N/A**

FACILITY EEO-1 IDENTIFICATION NUMBER: **AR32283**

FACILITY DUN & BRADSTREET NUMBER: **54-159-9882**

INCLUSIVE DATES OF THE AAP: **From 9/1/2018 - 8/31/2019**

EEO COORDINATOR: **Amy Kelly**  
TITLE: **Vice President of Human Resources**  
TELEPHONE NUMBER: **(703) 708-9613**

READ AND APPROVED BY: **Arthur Richer**

  
**(Signature)**

TITLE: **CEO**

## ***II. 60-2.10 GENERAL PURPOSE AND CONTENTS OF AFFIRMATIVE ACTION PROGRAMS***

DLT Solutions, LLC's Affirmative Action Plan is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time our workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which we recruit and select.

Our Affirmative Action Program ensures equal employment opportunity by institutionalizing our commitment to equality in every aspect of the employment process.

As part of this Affirmative Action Program, we will monitor and examine employment decisions and compensation systems to evaluate the impact of those decisions and systems on women and minorities.

Effective affirmative action programs include auditing and reporting systems as a means of measuring our progress toward achieving the workforce that would be expected in the absence of discrimination. Included in this Affirmative Action Program is a diagnostic component that includes a number of quantitative analyses designed to evaluate the composition of our workforce as compared to the composition of the relevant labor pools. These analyses are important tools used by management to monitor and direct affirmative action program goals. Where problem areas have been identified, our Affirmative Action Program will include specific practical steps designed to address these situations.

Our Affirmative Action Program is more than a paperwork exercise. It includes those policies, practices, and procedures that we use to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action is a part of the way we regularly conduct our business. We believe that when affirmative action is approached from this perspective, there is a positive correlation between the presence of affirmative action and the absence of discrimination.

### ***III. 60-2.11 ORGANIZATIONAL PROFILE***

An organizational profile is a depiction of the staffing pattern within an establishment. It may be used to determine whether barriers to equal employment opportunity exist in our organization. It provides an overview of the workforce that may assist in identifying organizational units where women or minorities are under represented or concentrated. For purposes of this Affirmative Action Plan, we have chosen to use the traditional workforce analysis as our organizational profile.

There are no formal lines of progression; therefore, our workforce analysis includes a listing of each job title ranked from the lowest paid to the highest paid within each department or other similar organizational unit including departmental or unit supervision.

For each job title, the total number of incumbents, the total number of male and female incumbents and the total number of male and female incumbents in each of the following groups is given: Blacks, Hispanics, Asians, Native Hawaiian/Pacific Islanders, American Indian/Alaskan Natives and 2 or More Races. The salary code for each job title is given. All job titles, including all managerial job titles, are listed.

The Organizational Profile/Workforce Analysis is included in this Affirmative Action Plan in Appendix II.



## ***IV. 60-2.12 JOB GROUP ANALYSIS***

A job group analysis combines job titles within our establishment. Jobs with similar content, wage rates, and opportunities are combined to form job groups. Similarity of content refers to the duties and responsibilities of the job titles which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay, mobility, and other career enhancement opportunities offered by the jobs within the job group. The Job Group Structure Chart is included in this Affirmative Action Plan in Appendix I.

Our job group analysis includes a list of the job titles that comprise each job group. The job group analysis is also annotated to identify jobs located at another establishment. The Job Group Analysis is included in this Affirmative Action Plan in Appendix III.

## ***V. 60-2.13 PLACEMENT OF INCUMBENTS IN JOB GROUPS***

The percentage of minorities and the percentage of women we employ in each job group is stated in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV.

## ***VI. 60-2.14 DETERMINING AVAILABILITY***

Availability is an estimate of the number of qualified minorities or women available for employment in a given job group, expressed as a percentage of all qualified persons available for employment in the job group. The purpose of the availability determination is to establish a benchmark against which the demographic composition of our incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

We have separately determined the availability of minorities and women for each job group. In determining availability, we have considered at least the following factors:

- (1) The percentage of minorities or women with requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which we usually seek or reasonably could seek workers to fill the positions in question.
- (2) The percentage of minorities or women among those promotable, transferable, and trainable within our organization.

In determining availability, the EEO Tabulation 2006–2010 (5 Year American Community Survey data) has been used. Further explanation of data used in the availability calculations is provided in the source/reason column of the availability analysis.

For each job group, the reasonable recruitment area has been identified by a review of the current workforce to determine where employees/positions are physically located as well as the area(s) from which recruitment is done for each position. The Recruiting Area Report is included in this Affirmative Action Plan in Appendix IV.

For each job group, the pool of promotable, transferable, and trainable employees has been identified. Feeder pools were used to determine the percentage of minorities and/or women among those promotable within the Company. In order to define comprehensive feeder pools, each title in the workforce was reviewed for promotional sequence opportunities. The resulting availability percentages are used in the Availability Analysis in Appendix IV.

Any training programs available to employees are for the purpose of job enhancement, rather than to make specific jobs available to otherwise unqualified individuals. Most training is conducted through basic, on-the job training.

Where a job group is composed of job titles with different availability rates, a composite availability figure for the job group has been calculated. Within each job group, we have determined the proportion of each job title contained in the job group. We have separately determined the availability for each job title within the job group and have proportionately weighted the number of incumbents in each job title. Thus, the sum of the weighted availability estimates for all job titles in the job group represents the final availability.

The Availability Analysis is included in this Affirmative Action Plan in Appendix IV.

## ***VII. 60-2.15 COMPARING INCUMBENCY TO AVAILABILITY***

We have then compared the percentage of minorities and women in each job group determined pursuant to §60-2.13 with the availability for those job groups determined pursuant to §60-2.14.

Where the percentage of minorities or women employed in a particular job group is less than would be reasonably expected, given their availability percentage in that particular job group, we have established a placement goal in accordance with §60-2.16. Placement goals are included in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV.

## ***VIII. 60-2.16 PLACEMENT GOALS***

Placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work. Placement goals also are used to measure progress toward achieving equal employment opportunity.

Any determination under §60-2.15 that a placement goal is required constitutes neither a finding nor an admission of discrimination.

Where we have established a placement rate goal for a particular job group, that placement rate goal is at least equal to the availability figure derived for women or minorities, as appropriate, for that job group. Placement rate goals, as determined, will provide direction for future placements. The Analysis by Job Group Narrative is included in this Affirmative Action Plan in Appendix IV.

Placement goals are not rigid and inflexible quotas, which must be met, nor are they considered as either a ceiling or a floor for the employment of particular groups. Placement rate goals are not quotas, which are expressly forbidden.

All employment selection decisions are made in a nondiscriminatory manner. Placement goals do not extend preferences to any individual, nor adversely affect an individual's employment status, on the basis of race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.

Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

Placement goals are not used to supersede merit selection principles. It is understood that affirmative action programs prescribed by the regulations in this part do not require hiring a person who lacks qualifications to perform the job successfully, or hiring a less qualified person in preference to a more qualified one.

A publicly announced preference for American Indians as authorized in 41 CFR §60-1.5(a)(7), reflecting permissive employment preference for American Indians living on or near an Indian reservation in placement goals, has not been made.

Placement goals are included in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV of this Affirmative Action Plan.



## ***IX. 60-2.17 (A) DESIGNATION OF RESPONSIBILITY***

The EEO Coordinator named in the Facility ID Statement in Section I is responsible and accountable for the effective implementation of the Affirmative Action Program. To ensure effective implementation of the Affirmative Action Program, the EEO Coordinator will have the necessary authority and resources, as well as the support of and access to top management.

## ***X. 60-2.17 (B) IDENTIFICATION OF PROBLEM AREAS***

An in-depth analysis of employment processes has been performed to determine whether and where potential impediments to equal employment opportunity exist. The results of this analysis are outlined below.

Any identification of problem areas listed below constitutes neither a finding nor an admission of discrimination. The total employment process as it relates to the areas identified will be regularly monitored to assure no discriminatory patterns are in existence. Action-oriented programs targeted to correct any areas identified are listed in Section XI §60-2.17 (c) – Action-Oriented Programs.

- (1) DLT Solutions, LLC has conducted a Job Area Acceptance Range (JAAR) analysis to identify potential problem areas in minority or female distribution within organizational units. Upon review of the current workforce by department, DLT Solutions, LLC has identified an appearance of concentration and/or under representation of some target groups in some departments when compared to the representation of the same target groups in related workforce totals.
- (2) DLT Solutions, LLC has conducted a Utilization Analysis to identify potential problem areas in minority or female utilization. Upon review of the current workforce by job group, DLT Solutions, LLC has identified areas where the percentage of minorities and females is less than would be reasonably expected given their availability rates. For each area identified, a placement goal has been established in accordance with 60-2.16. Placement goals are included in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV.
- (3) DLT Solutions, LLC will conduct an analysis to identify potential selection disparities in personnel activities. Any potential selection disparities will be reviewed in order to identify and correct possible impediments to equal

employment opportunity. Appendix I contains tables summarizing personnel activity information.

- (4) Compensation systems are administered without regard to race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status. These programs are administered within established and approved policies and without regard to any disability income, pensions or other benefits the employee received from another source.
- (5) The selection, recruitment, referral and other personnel procedures will be periodically evaluated to determine whether they may result in disparities in the employment or advancement of minorities or women.

## ***XI. 60-2.17 (c) ACTION-ORIENTED PROGRAMS***

Action-Oriented Programs outlined in this section have been targeted for development and execution in order to address the potential problem areas identified pursuant to 60-2.17(b) and to attain established goals and objectives. Programs and procedures will be reviewed in conjunction with the potential problem areas identified and updated as necessary to achieve desired results.

The execution of action-oriented programs incorporates good faith efforts made to remove barriers, expand employment opportunities, and produce measurable affirmative action results.

- File the EEO-1 report annually.
- Conduct periodic audits of all Company facilities to ensure they are desegregated as well as comparable for both genders.
- Request and maintain the gender/race/ethnicity of each employee and applicant.
- Keep all personnel or employment records on file for a period of not less than two years, maintaining the current and prior year AAP and supporting documentation.
- Post all pertinent policies on Company bulletin boards and Company intranet. Conduct periodic audits to ensure pertinent policies and all required state and federal posters are appropriately displayed as required.
- Include the required equal opportunity clause mandatory language on all government contracts, as well as on all sub-contracts or purchase orders.
- Include the EEO tag line in all recruitment solicitations or employment advertisement placed by or on behalf of the contractor.
- EEO policy statement to include top United States executive's support for the Affirmative Action Plan.
- Include the EEO Policy in the Company policy manual, or otherwise make the policy available to its employees.
- Discuss the policy thoroughly in both employee orientation and management training programs.

- Design and implement an audit and reporting system that will measure the success of the affirmative action program and take any necessary action to address identified deficiencies.
- Train all personnel involved in recruitment, screening, selection, promotion, disciplinary and related processes to ensure the commitments in the affirmative action program are implemented.
- Evaluate the workforce by organizational unit to identify potential problems in minority or female distribution.
- Evaluate the workforce by job group to identify potential problems in minority or female utilization.
- Evaluate personnel activity to identify potential selection disparities.
- Evaluate compensation systems to identify potential gender or race/ethnicity based disparities.
- Evaluate selection, recruitment, and other personnel procedures to identify the potential for disparate results.
- Monitor records of all personnel activity at all levels to ensure non-discriminatory policies are carried out and produce internal reports on a scheduled basis regarding EEO objectives attained.
- Communicate, document, and comply with the personnel policies and practices outlined in the Sex Discrimination Guidelines.
- Develop and implement an Educational Assistance Program and communicate the availability to all employees.
- Develop and implement an Employee Assistance Program and communicate the availability to all employees.
- Conduct employee satisfaction surveys on a periodic basis.
- Require Human Resources and/or Senior Management review and approval for all promotions to ensure compliance with established Company guidelines.
- Require Human Resources and/or Senior Management approval for review and all terminations to ensure compliance with established Company guidelines.

- Develop and utilize a progressive discipline/termination policy and/or process for the resolution of employee performance issues for all involuntary terminations.
- Conduct exit interviews on a consistent basis.
- Require Human Resources and/or Senior Management review and approval for all layoffs/reductions in force to ensure compliance with established Company guidelines.
- Conduct adverse impact analyses prior to a layoff/reduction in force.
- Require Human Resources and/or Senior Management review and approval for all job offers to ensure compliance with established compensation guidelines.
- Develop and consistently utilize a formal performance evaluation and merit increase program and train management personnel on the process.

The following Action-Oriented Program(s) will be implemented in the coming year:

- Review report results with all levels of management, advise management regarding program effectiveness and make recommendations for improvement.

## ***XII. 60-2.17 (D) INTERNAL AUDIT AND REPORTING SYSTEM***

The effectiveness of our Affirmative Action Program will be periodically measured through internal auditing. DLT Solutions, LLC recognizes the actions listed below as being key to the success of our Affirmative Action Program:

- (1) Monitoring records of all personnel activity (i.e. applicant flow, hires, employment declinations, promotions, transfers, terminations, layoffs and compensation), at all levels, to ensure all nondiscriminatory policies are carried out. Appendix I contains activity tables summarizing this information.
- (2) Requiring internal reporting on a periodic basis as to the degree to which equal employment opportunity and organizational objectives are attained.
- (3) Reviewing report results with all levels of management; and advising top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

### ***XIII. 60-20 SEX DISCRIMINATION GUIDELINES***

The purpose of this section is to implement the requirements of Executive Order 11246, outlining opportunities for individuals regardless of sex.

#### **(60-20.2)**

- (a) Employees of both sexes are recruited for all jobs.
- (b) Advertisements in newspapers and other media for employment do not express a sex preference.

#### **(60-20.3)**

- (a) Written personnel policies expressly indicate that there shall be no discrimination against any employee on account of sex.
- (b) Employees of both sexes are given equal opportunities for available jobs that they are qualified to perform.
- (c) There is no discrimination based upon sex in employment opportunities, wages, hours, or other conditions of employment. This includes employer contributions for insurance and similar "fringe benefits".
- (d) There is no distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex. Employment is not denied to women with young children; an employee of one sex in a particular job classification will not be terminated upon reaching a certain age unless the same rule is applied to members of the opposite sex.
- (e) Physical facilities are made available to employees of both sexes.
- (f) A female employee will not be denied the right to any job that she is qualified to perform in reliance upon a State "protective" law.
- (g) Women will not be penalized in their conditions of employment because they require time away from work on account of childbearing. Following childbirth,



and upon signifying her intent to return to work within a reasonable time, every effort will be made to reinstate female employees to the same position or an available position of like status and pay, without loss of service credits.

- (h) There will be no age discrimination for male and female employees on the basis of sex in retirement policy.

**(60-20.4)**

- (a) Seniority or progression lines are not based solely upon sex.

**(60-20.5)**

- (a) Wage ranges are not related to or based on the sex of the employee.
- (b) DLT Solutions, LLC does not restrict one sex to certain job classifications.

## ***XIV. 60-50 GUIDELINES ON DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN***

### **(60-50.2)**

It is the policy of DLT Solutions, LLC to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their religion or national origin. Such actions include, but are not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training.

Procedures and programs outlined elsewhere in this plan are utilized to ensure that the Company's obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented.

### **(60-50.3)**

Reasonable accommodations to the religious observances and practices of employees will be made, except where such accommodation would cause undue hardship on the conduct of the Company's business. In determining the extent of this obligation, at least the following factors will be considered:

- (a) Business necessity;
- (b) Financial costs and expenses; and
- (c) Resulting personnel problems.

## ***XV. AAP CONCLUSION***

The realization of the Affirmative Action Program and the goals of this plan are of continuing vital importance to DLT Solutions, LLC. This Affirmative Action Program has been carefully designed to address specifically the requirements of Executive Order 11246, and the implementing rules and regulations of the Office of Federal Contract Compliance Programs. To this end, the efforts of all members of management are directed toward the accomplishment of these objectives during this AAP year. Significant attention has been paid to detail to fully implement the Affirmative Action commitments of the Company.

DLT Solutions, LLC's management is committed to this Affirmative Action Program and will continue to strive for its successful implementation.

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**DLT SOLUTIONS, LLC**

**2018 - 2019**

**AFFIRMATIVE ACTION PLAN**

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**FOR PROTECTED VETERANS AND INDIVIDUALS WITH  
DISABILITIES**

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## ***STATEMENT OF CONFIDENTIALITY***

This Affirmative Action Plan contains confidential information, which is subject to the provision of 18 U.S.C. §1905. Chrysler Corporation v. Brown, 441 U.S. 281, 19 FEB 475(1979).

Copies of this Affirmative Action Plan and all related appendices, documents and support data are made available on loan to the U.S. Government upon the request of the Government on the condition that the Government hold them totally confidential and not release copies to any person whatsoever. This Affirmative Action Plan and its appendices and other supporting documents contain much confidential information, which may reveal, directly or indirectly, the Company's plans for business or geographical expansion or contraction. The Company considers this Affirmative Action Plan to be exempt from disclosure, reproduction and distribution under the Freedom of Information Act upon the grounds, among others, that such material constitutes: 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(6); 2) confidential commercial or financial information which is exempt from disclosure under 5 U.S.C. §552(b)(4); 3) investigative records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(7)(c); and as 4) matters specifically exempted from disclosure under 5 U.S.C. 552(b)(3). Notice is hereby given of a request pursuant to 41 C.F.R. §60-40.1 - §60-40.8 that portions of the Plan be kept confidential.

No information contained in the Affirmative Action Plan is to be copied, removed from the premises, or released to other individuals without a prior notification to DLT Solutions, LLC. Employees and applicants who receive permission to see relevant portions of the Affirmative Action Plan must treat the information contained therein as confidential and are not permitted to copy or remove information from the Company premises.

The Company wishes to make the following clear: it does not consent to the release of any information whatsoever contained in this Affirmative Action Plan under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this Affirmative Action Plan was loaned to such Government, or is considering a request for release of this Plan under the Freedom of Information Act, request is hereby made that the Government immediately notify the Chief Executive Officer of this Company of any and all Freedom of Information Act requests received by the Government or any other contemplated release of this Plan by the Government which relates to information obtained by the Government from this Company.

This Company further requests that everyone who has any contact with this Affirmative Action Plan, or its supporting appendices, documents and other data treat such information as totally confidential, and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

Analyses contained in this AAP are conducted to comply with the technical requirements of 41CFR §60-2. The analyses are used in the proactive practice of affirmative action. The results of these analyses are neither a finding nor an admission of discrimination.

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## ***APPENDICES***

### **APPENDIX**

### **HEADING**

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## ***EEO POLICY STATEMENT***

It is the policy of DLT Solutions, LLC (the "Company") to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and to provide equal employment opportunity and affirmative action for qualified individuals.

This policy statement is included in this Affirmative Action Program and is posted on Company bulletin boards. The Company will endeavor to recruit, hire, train, and promote persons in all job titles in accordance with this Affirmative Action Program. All other personnel actions are administered without regard to race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and all employment decisions are based only on valid job requirements.

The Veteran and Disabled Affirmative Action Plan shall be available to any employee or employment applicant for inspection in the Human Resources Department during normal business hours. Alan Smith, President and CEO fully supports this policy and has assigned Amy Kelly as EEO Coordinator with overall responsibility for: annually updating the Affirmative Action Plan and the implementation of affirmative action activities as required by law.

Amy Kelly's responsibilities include designing and implementing an audit and reporting system that will:

- ❖ Measure the effectiveness of the Company's Affirmative Action Program.
- ❖ Indicate any need for remedial action.
- ❖ Determine the degree to which our objectives have been attained.
- ❖ Determine whether individuals with known disabilities and protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities.
- ❖ Measure compliance with the Affirmative Action Program's specific obligations.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in any of the following activities:

- ❖ Filing a complaint.
- ❖ Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Opposing any act or practice made unlawful by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of their race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Exercising any other right protected by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, or Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 or the Veterans Employment Opportunities Act of 1998.

  
\_\_\_\_\_  
Arthur Richer, CEO

9/1/2018



## ***I. FACILITY IDENTIFICATION STATEMENT***

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION PROGRAM FOR**

**DLT Solutions, LLC  
2411 Dulles Corner Park, Suite 800  
Herndon, Virginia 20171-6168**

FORMER NAME OF FACILITY(if changed in past 5 years): **N/A**

FACILITY EEO-1 IDENTIFICATION NUMBER: **AR32283**

FACILITY DUN & BRADSTREET NUMBER: **54-159-9882**

INCLUSIVE DATES OF THE AAP: **From 9/1/2018 - 8/31/2019**

EEO COORDINATOR: **Amy Kelly**

TITLE: **Vice President of Human Resources**

TELEPHONE NUMBER: **(703) 708-9613**

READ AND APPROVED BY: **Arthur Richer**



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**(Signature)**

TITLE: **CEO**

## ***II. 60-741.5/60-300.5 EQUAL OPPORTUNITY CLAUSE***

- (a) ***Equal Opportunity for Individuals with Disabilities and Protected Veterans.*** DLT Solutions, LLC will not discriminate against any employee or applicant for employment because of physical or mental disability or protected veteran status in regard to any position for which the employee or applicant for employment is qualified. DLT Solutions, LLC agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities and qualified protected veterans without discrimination based on their physical or mental disability or protected veteran status in all employment practices, including the following:
- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by DLT Solutions, LLC;
  - (vii) Selection and financial support for training, including apprenticeship and on the job training, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by DLT Solutions, LLC including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.

DLT Solutions, LLC agrees to list all employment openings with the local employment service delivery system (ESDS) where the opening is located and by any manner and format

permitted by the appropriate ESDS which will allow that system to provide priority referrals of protected veterans. All employment openings will be listed except: executive and top management positions, those positions that will be filled from within the Company's organization and positions lasting three days or less. The term "employment openings" includes full time employment, temporary employment of more than three days duration and part-time employment. Listings with employment services will be concurrent with the use of any other job search firm and their contact information will be provided to the ESDS. The ESDS will be advised of, the company's status as a federal contractor, contact information for the hiring official in each location in the state, and request for priority referrals of protected veterans.

DLT Solutions, LLC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the Veterans Employment Opportunities Act of 1998 ("the Acts").

In the event of the DLT Solutions, LLC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Acts.

DLT Solutions, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs. Such notices shall state the rights of applicants and employees as well as DLT Solutions, LLC's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. DLT Solutions, LLC will ensure that individuals with disabilities and protected veterans are informed of the contents of the notice. For example, DLT Solutions, LLC may have the notice read to a visually disabled individual, or may lower the posted notice so that a person in a wheelchair might read it. With respect to employees who do not work at one of the DLT Solutions, LLC physical locations, DLT Solutions, LLC will satisfy its posting obligation by posting such notices in an electronic format ensuring that such employees have access to the electronic posting notice. When utilizing an electronic job posting application system, DLT Solutions, LLC,

will provide an electronic notice, included in a conspicuous manner with or as part of the electronic application, informing job applicants of their rights.

There is no union representation within our establishment.

DLT Solutions, LLC will include the provisions of this clause in every subcontract in excess of \$150,000 and in purchase orders so that such provisions will be binding upon each subcontractor or vendor. Exemptions may be applied in accordance with the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistant Act of 1974, and the Veterans Employment Opportunities Act of 1998, as amended. DLT Solutions, LLC will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

- (a) **Subcontracts.** DLT Solutions, LLC will include the equal opportunity clause in each of its subcontracts subject to this part.
- (b) **Adaption of Language.** Such necessary changes in language may be made to the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
- (c) **Inclusion of the Equal Opportunity Clause (EO) in the Contract.** It is not necessary that the equal opportunity clause be quoted verbatim in any contract, subcontract, or purchase order. The EO clause will be made a part of the contract by citation to 41 CFR 60-741 and 41 CFR 60-300.5(a) and by inclusion of the prescribed language, in bold text.
- (d) **Incorporation by Operation of the Act.** By operation of the Act, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the Acts and the regulations in this part to include such a clause. This applies whether or not it is physically incorporated in such contract and whether or not there is a written contract between the agency and DLT Solutions, LLC.

### ***III. 60-741.40/60-300.40 APPLICABILITY OF THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT***

- (a) This Affirmative Action Plan has been prepared in accordance with the provisions of Subpart C - Affirmative Action Program.
- (b) This Affirmative Action Plan is reviewed and updated annually.
- (c) This Plan will be submitted within 30 days of a request from the OFCCP, unless the request provides for a different timeframe. DLT Solutions, LLC will make the Affirmative Action Plan promptly available upon the OFCCP's request.

## ***IV. 60-741.41/60-300.41 AVAILABILITY OF AFFIRMATIVE ACTION PROGRAM***

The Affirmative Action Plan, absent the data metrics, is available to any employee or employment applicant for inspection upon request. The location and hours during which the Plan may be obtained is posted on Company bulletin boards.

Upon request, the Company provides the Affirmative Action Plan, absent the data metrics, for inspection. The Company bulletin boards display the location and hours during which employees or applicants may obtain the Plan.

## ***V. 60-741.42/60-300.42 INVITATION TO SELF-IDENTIFY***

DLT Solutions, LLC will invite applicants to inform the contractor whether the applicant believes that he or she is an individual with a disability or a protected veteran who may be covered by the Act. This invitation may be included in the application materials for the position, but in any circumstance shall be provided to applicants prior to making an offer of employment to a job applicant.

In addition to the pre-offer invitation DLT Solutions, LLC will invite applicants to inform the contractor whether the applicant believes that he or she is an individual with a disability and whether he or she belongs to one or more of the specific categories of protected veteran for which the contractor is required to report under the regulations. Such an invitation shall be made at any time after the offer of employment but before the applicant begins his or her job duties. The invitation invites the individual to express any wishes to benefit under the Affirmative Action Program. A copy of the Invitation to Self Identify is included at the end of this section.

The invitation states that a request to benefit under the Affirmative Action Program may be made immediately and/or at any time in the future. The invitation also summarizes the relevant portions of the Act and the Affirmative Action Program.

Furthermore, the invitation states that the information is being requested on a voluntary basis, that it will be kept confidential, that refusal to provide it will not subject the applicant to any adverse treatment, and that it will not be used in a manner inconsistent with the Act. If an applicant so identifies himself or herself as an individual with a disability or a disabled veteran in the post-offer self-identification, DLT Solutions, LLC will inquire of the applicant whether an accommodation is necessary, and if so, will engage with the applicant regarding reasonable accommodation.

DLT Solutions, LLC may also make such inquiries to the extent they are consistent with the ADA (e.g., in the context of asking applicants to describe or demonstrate how they would perform the job). The contractor will maintain a separate file of all medical examinations and inquiries on persons who have self-identified as individual with a disability or a disabled veteran.

DLT Solutions, LLC will keep all information on self-identification confidential and provide the information to the OFCCP upon request. This information will be used only in accordance with these regulations. If an applicant identifies himself or herself as an individual with a disability or a disabled veteran in the post-offer self-identification detailed in paragraph (b) of this section, the contractor should inquire of the applicant whether an accommodation is necessary, and if so, should engage with the applicant regarding reasonable accommodation. The contractor may make such inquiries to the extent they are consistent with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. The contractor shall maintain a separate file in accordance with § 60-741.23(d) on an individual with a disability and § 60-300.23(d) on persons who have self-identified as disabled veterans.

Nothing in this section relieves DLT Solutions, LLC of its obligation to take affirmative action with respect to those applicants or employees who are known to the contractor to be an individual with a disability or a protected veteran.

Nothing in this section relieves DLT Solutions, LLC from liability for discrimination under the Act.



**DLT Solutions, LLC****INVITATION TO SELF-IDENTIFY NOTICE**

This employer is a Government contractor subject to section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA), which requires Government contractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces service medal veterans under 41 CFR 61-300.

If you are an individual with a disability, a protected veteran, a pre-JVA veteran or a pre-JVA special disabled veteran and would like to be considered under the affirmative action program, please tell us. You may inform us of your desire to benefit under the program at this time and/or at any time in the future. This information will assist us in placing you in an appropriate position and in making accommodations. The affirmative action plan is available for inspection in the Human Resources Department during normal business hours. **Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment.** Information you submit related to your disability will be kept confidential, except that (i) supervisors and managers may be informed regarding job related work restrictions and any necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by the OFCCP or the Americans with Disabilities Act, may be informed. The information provided will be used only in ways that are consistent with the laws referenced above.

9/1/2018

## ***VI. 60-741.43/60-300.43 AFFIRMATIVE ACTION POLICY***

It is the policy of DLT Solutions, LLC not to discriminate against individuals because of their physical or mental disability or veteran status and to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans at all levels of employment, including the executive level. Such actions apply to all employment activities.

## ***VII. 60-741.44/60-300.44 REQUIRED CONTENTS OF AFFIRMATIVE ACTION PROGRAMS***

### ***(a) POLICY STATEMENT***

It is the policy of DLT Solutions, LLC not to discriminate against individuals because of their physical or mental disabilities or protected veteran status and to provide equal employment opportunity and affirmative action for qualified individuals with disabilities and qualified protected veterans. The policy statement is included in this Affirmative Action Plan and is posted on Company bulletin boards.

DLT Solutions, LLC will provide applicants and employees who identify as individuals with a disability or a disabled veteran the notice in a form that is accessible and understandable to the individual with a disability or disabled veteran (e.g., providing Braille or large print versions of the notice, or posting the notice for visual accessibility to persons in wheelchairs).

***(b) REVIEW OF PERSONNEL PROCESSES***

DLT Solutions, LLC's personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available. When protected veterans are considered for employment, DLT Solutions, LLC relies only on that portion of the applicant's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue. DLT Solutions, LLC's personnel processes do not stereotype individuals with disabilities or protected veterans in a manner which limits their access to all jobs for which they are qualified. DLT Solutions, LLC will ensure that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies. DLT Solutions, LLC will provide necessary reasonable accommodation to ensure applicants and employees with disabilities and protected veterans receive equal opportunity in the operation of personnel processes. Personnel processes will be periodically reviewed and DLT Solutions, LLC will make any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes will be included in the affirmative action program required under this part.

To ensure that these obligations are carried out, examples of procedures that may be developed as a result of these reviews are:

- (1) The application or personnel form of each known individual with a disability or known protected veteran should be annotated to identify each vacancy for which the applicant was considered. The forms will be retrievable for review by the Department of Labor and DLT Solutions, LLC's officials for use in investigations and internal compliance activities.
- (2) The personnel or application records of each known individual with a disability or known protected veteran should include:

- (i) The identification of each promotion for which the employee with a disability or protected veteran was considered, and
  - (ii) The identification of each training program for which the individual with a disability or protected veteran was considered.
- (3) In each case where an employee or applicant who is an individual with a disability or protected veteran is rejected for employment, promotion, or training, a statement of the reason will be appended to the personnel file or application form as well as a description of the accommodations considered. The statement of the reason for rejection (if the reason is medically related), and the description of the accommodations considered, will be treated as confidential medical records. This statement will be available to the applicant or employee concerned upon request.
- (4) Where applicants or employees are selected for hire, promotion, or training and DLT Solutions, LLC undertakes any accommodation which makes it possible to place an individual with a disability or protected veteran on the job, the application form or personnel record will contain a description of that accommodation and the record will be treated as a confidential medical record.

***(c) PHYSICAL AND MENTAL QUALIFICATIONS***

- (1) All physical and mental job qualification standards for positions will be reviewed to ensure that, to the extent that qualification standards tend to screen out qualified individuals with disabilities or qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity.
- (2) Whenever DLT Solutions, LLC applies physical or mental job qualification standards in the selection of applicants or employees for employment or other change in employment status such as promotion, demotion or training, consideration will be given to the following: to the extent that qualification standards tend to screen out qualified individuals with disabilities or qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and are consistent with business necessity.
- (3) DLT Solutions, LLC may use as a defense to an allegation of a violation of paragraph (c)(2) of this section that an individual poses a direct threat, as defined in the regulations, to the health or safety of the individual or others in the workplace. Once DLT Solutions, LLC believes that a direct threat exists, DLT Solutions, LLC shall create a statement of reasons supporting its belief, addressing each of the criteria for “direct threat” listed in the regulations. This statement shall be treated as a confidential medical record and shall be retained as an employment record subject to the recordkeeping requirements.

***(d) REASONABLE ACCOMMODATION TO PHYSICAL AND MENTAL LIMITATIONS***

DLT Solutions, LLC will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability or qualified disabled veteran unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business. If an employee who is known to be a disabled individual or disabled veteran is having significant difficulty performing his or her job, and it is reasonable to conclude that the performance problem may be related to their known disability, DLT Solutions, LLC will confidentially notify the employee of the performance problem. Inquiry will be made as to whether the problem is related to the employee's disability. If the employee responds affirmatively, DLT Solutions, LLC will confidentially inquire whether the employee is in need of a reasonable accommodation.

***(e) HARASSMENT***

DLT Solutions, LLC will develop and implement procedures to ensure those employees with disabilities and protected veterans are not harassed because of their disability or protected veteran status.



***(f) & (g)      OUTREACH AND POSITIVE RECRUITMENT; INTERNAL & EXTERNAL  
DISSEMINATION OF POLICY***

***(1) Required Outreach Efforts***

DLT Solutions, LLC's shall undertake and design appropriate outreach and positive recruitment activities, outlined in this section, to effectively recruit qualified individuals with disabilities and protected veterans.

Additionally, DLT Solutions, LLC recognizes that the success of our outreach program is dependent upon internal support from supervisory and management personnel and other employees who may have had contact with individuals with disabilities and protected veterans in the past. In order to assure greater employment cooperation and participation in our efforts, DLT Solutions, LLC will implement the internal procedures outlined in this section. These procedures will be designed to communicate and promote the Company's obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. It is intended that these procedures will foster understanding, acceptance and support among executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid us in meeting our obligations.

The scope of recruitment efforts and internal practices will be determined with consideration to all circumstances, including current resources.

***(2) Examples of outreach and recruitment activities***

Examples of existing and forecasted external and internal dissemination and implementation, as well as outreach and positive recruitment activities are as follows:

- Post all pertinent policies on Company bulletin boards and Company intranet. Conduct periodic audits to ensure pertinent policies and all required state and federal posters are appropriately displayed as required.
- Include the required equal opportunity clause mandatory language on all government contracts, as well as on all sub-contracts or purchase orders.

- Include the EEO tag line in all recruitment solicitations or employment advertisement placed by or on behalf of the contractor.
- File the VETS-4212 report annually.
- List all full-time and part-time employment openings with the local employment service office in any “manner and format” that the appropriate employment service delivery system (ESDS) permits that will allow it to provide priority referrals of protected veterans.
- Provide equal opportunity to qualified disabled veterans, Pre-JVA special disabled veterans and individuals with disabilities to online application systems by making reasonable accommodation to ensure equal access for submitting to job openings.
- Make the full Protected Veterans and Individuals with Disabilities Affirmative Action Plan, absent the data metrics, available to any employee or applicant for employment upon request.
- EEO policy statement to include top United States executive’s support for the Affirmative Action Plan.
- Establish a procedure and conduct an annual review of personnel processes to provide for careful, thorough and systematic consideration for equal access of all applicants and employees who are known to be a protected veteran and/or an individual with a disability for all job vacancies and training opportunities.
- Ensure that applicants and employees with disabilities have equal access to personnel processes, including those implemented through information and communication technologies. Conduct periodic review of these processes and make any necessary modification to ensure these obligations are carried out.
- Develop and adhere to a schedule for the periodic review and update of position descriptions, including all physical and mental job qualification standards, tests and other selection criteria to ensure they are consistent with job relatedness and business necessity and include only valid, job related criteria.

- Make reasonable accommodations to the known physical or mental limitations of an otherwise qualified disabled veteran, Pre-JVA special disabled veteran, or individual with a disability unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- Develop and implement procedures to ensure that employees are not harassed because of their protected veteran or disability status.
- Invite voluntary self-identification of protected veteran at pre-offer and post-offer stages of employment.
- Invite voluntary self-identification of Individuals with Disabilities (IWD) at the pre-offer and post-offer stages of employment, using the mandatory required OFCCP form.
- If the invitation to self-identify is included with the application materials, it is kept completely separate from the application.
- Review and revise qualification standards, tests and other selection criteria to ensure job relatedness and business necessity.
- Ensure that compensation is not reduced because of disability benefits or the actual or anticipated cost of the individual's reasonable accommodation.
- Enlist assistance and support of specialized recruiting sources/organizations from the OFCCP expanded list.
- Send written notification of Company policy related to its affirmative action efforts to all subcontractors, vendors, and suppliers, requesting appropriate action on their part.
- Incorporate special efforts to reach protected veterans and individuals with disabilities when recruiting at Placement or Career Offices in schools and educational institutions.
- Document and annually evaluate all outreach and recruitment activities. Maintain the data collected for the current and two prior AAP years; (1) Evaluate the criteria used to assess the effectiveness of each outreach and recruitment effort; (2) Document the conclusion as to whether each effort was effective.

- Include the EEO Policy in the Company policy manual, or otherwise make the policy available to its employees.
- Inform all employees and prospective employees of the company's commitment to engage in affirmative action to increase employment opportunities for protected veterans and individuals with disabilities.
- Publicize in the company newsletter, magazine, annual report, and other media its commitment to engage in affirmative action to increase employment opportunities for protected veterans and individuals with disabilities.
- Discuss the policy thoroughly in both employee orientation and management training programs.
- Design and implement an audit and reporting system that will measure the success of the affirmative action program and take any necessary action to address identified deficiencies.
- Train all personnel involved in recruitment, screening, selection, promotion, disciplinary and related processes to ensure the commitments in the affirmative action program are implemented.
- Document the following computations or comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years: (1) The number of applicants who self-identified as protected veteran or individuals with disabilities or who are otherwise known to be individuals with disabilities; (2) The total number of job openings and total number of jobs filled; (3) The total number of applicants for all jobs; (4) The number of protected veteran applicants hired, the number of applicants with disabilities hired; and (5) The total number of applicants hired.
- Develop and implement an Educational Assistance Program and communicate the availability to all employees.
- Develop and implement an Employee Assistance Program and communicate the availability to all employees.
- Conduct employee satisfaction surveys on a periodic basis.

- Require Human Resources and/or Senior Management review and approval for all promotions to ensure compliance with established Company guidelines.
- Require Human Resources and/or Senior Management approval for review and all terminations to ensure compliance with established Company guidelines.
- Develop and utilize a progressive discipline/termination policy and/or process for the resolution of employee performance issues for all involuntary terminations.
- Conduct exit interviews on a consistent basis.
- Require Human Resources and/or Senior Management review and approval for all layoffs/reductions in force to ensure compliance with established Company guidelines.
- Conduct adverse impact analyses prior to a layoff/reduction in force.
- Require Human Resources and/or Senior Management review and approval for all job offers to ensure compliance with established compensation guidelines.
- Conduct periodic pay equity analyses and determine salary adjustments through a process that includes measurable components.
- Develop and consistently utilize a formal performance evaluation and merit increase program and train management personnel on the process.

***(3) Assessment of external outreach and recruitment efforts.***

DLT Solutions, LLC's shall, on an annual basis, review the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities and qualified protected veterans. DLT Solutions, LLC shall document each evaluation, including, at a minimum, the criteria it used to evaluate the effectiveness of each effort and the contractor's conclusion as to whether each effort was effective. Among these criteria, shall be the data collected pursuant to paragraph (k) of this section for the current year and the two most recent previous years. DLT Solutions, LLC's conclusion as to the effectiveness of its outreach efforts must be reasonable as determined by OFCCP in light of these regulations. If DLT Solutions, LLC concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities and protected veterans, it shall identify and implement alternative efforts in order to fulfill its obligations.

***(4) Recordkeeping obligation***

DLT Solutions, LLC shall document all activities it undertakes to comply with the regulations of this section, and retain these documents for a period of three (3) years.

***(h) AUDIT AND REPORTING SYSTEM***

DLT Solutions, LLC shall design and implement an audit and reporting system that will:

- (i) Measure the effectiveness of the Company's Affirmative Action Program.
- (ii) Indicate any need for remedial action;
- (iii) Determine the degree to which our objectives have been attained;
- (iv) Determine whether individuals with disabilities and known protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities;
- (v) Measure compliance with the Affirmative Action Program's specific obligations;
- (vi) Document the actions taken to comply with the obligations of paragraphs (h)(i) through (v) of this section, and retain these documents as employment records subject to the recordkeeping requirements.

Where the affirmative action program is found to be deficient, DLT Solutions, LLC shall undertake necessary action to bring the program into compliance.

***(i) RESPONSIBILITY FOR IMPLEMENTATION***

The EEO Coordinator, named in the Facility ID statement, is the Company individual assigned responsibility for implementation of DLT Solutions, LLC's affirmative action activities. The EEO Coordinator's identity appears on all internal and external communications regarding the Company's Affirmative Action Program. This individual will be given necessary top management support and staff to manage the implementation of this Program.



***(j) TRAINING***

All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes will be trained to ensure that the commitments in this Affirmative Action Plan are implemented.

***(k) DATA COLLECTION ANALYSIS***

DLT Solutions, LLC shall document the following computations or comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years:

- (1) The number of applicants who self-identified as an individual with disability or a protected veteran or who are otherwise known to be an individual with disability;
- (2) The total number of job openings and total number of jobs filled;
- (3) The total number of applicants for all jobs;
- (4) The number of individuals with disabilities and protected veteran applicants hired, and;
- (5) The total number of applicants hired.

## ***VII. 60-741.45/60-300.45 UTILIZATION GOALS/BENCHMARKS***

The utilization goal or benchmark, as applicable, is not a rigid and inflexible quota which must be met, nor is it to be considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

DLT Solutions, LLC shall annually evaluate its utilization of individuals with disabilities in each job group, or in its entire workforce as provided in paragraph (d)(2)(i) of this section.

- Establish a utilization goal of 7% for the employment of qualified individuals with disabilities for each job group.

DLT Solutions, LLC shall establish a benchmark for protected veterans by adopting the OFCCP National Percentage of Veterans in the Civilian Labor Force or develop Individualized Hiring Benchmarks based on the five specified factors.

- Adopt OFCCP National Benchmark for Hiring Protected Veterans in the civilian labor force.

## TERMS AND CONDITIONS

These **Terms and Conditions** (the “Agreement”) set forth the terms and conditions agreed to by LogRhythm, Inc. (“LogRhythm”) and the Customer identified on the Order to which this Agreement is attached and incorporated (“Customer”) under which Customer may license the software and purchase the hardware specified on the Order and other purchase orders submitted by Customer and accepted by LogRhythm. No Order shall be binding upon LogRhythm until accepted by LogRhythm in writing. In consideration of the mutual covenants and conditions set forth below, LogRhythm and Customer agree as follows:

### 1. DEFINITIONS.

**1.1 “Appliance”** means the appliance listed on an Order comprised of the Hardware and the Software installed on the Hardware.

**1.2 “Documentation”** means the user manuals provided to Customer with the Software or an Appliance in either electronic, online help files or hard copy format. All Documentation is provided in English.

**1.3 “Delivery Date”** means the date of delivery of the Appliance or the Software only, as applicable.

**1.4 “Effective Date”** means the date the Order was signed.

**1.5 “Intellectual Property Rights”** means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

**1.6 “Hardware”** means the hardware purchased from LogRhythm as set forth on an Order.

**1.7 “Software”** means the LogRhythm software programs identified in an Order, all Documentation for the Software, and any Updates (as defined in Exhibit A) that LogRhythm may provide to Customer in connection with Support Services.

### 2. SOFTWARE LICENSE GRANT AND OTHER RIGHTS.

**2.1 Software License Grant.** Subject to the terms and conditions of this Agreement, LogRhythm grants to Customer a perpetual, non-exclusive, non-transferable license to use the Software, solely for internal business purposes in accordance with the Documentation and the limitations set forth in this Agreement. If Customer has purchased an Appliance, then the Software may only be used on the Hardware on which the Software has been installed. If Customer licenses the Software for use in a virtual environment each virtual instance requires its own Software license. Customer may make a copy the Software as necessary for back up and disaster recovery purposes.

**2.2 Restrictions On Use.** Except as expressly permitted by this Agreement, Customer will not (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, distribute, sell or otherwise transfer the Software to any third party; (c) use the Software in any service bureau or time sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or (e) otherwise use or copy the Software except as expressly permitted in Section 2.1.

**2.3 License Keys.** Customer acknowledges that the Software uses a license key mechanism and that use of the Software on a perpetual basis (as opposed to a temporary basis for evaluation purposes) requires authorized and valid license keys (“License Keys”) that must be installed by Customer. Customer agrees not to use unauthorized license keys or otherwise circumvent LogRhythm’s license key mechanism. LogRhythm will provide the License Keys upon payment in full of all applicable Fees. If LogRhythm has not received the License Fee payment from Customer within the payment time period set

forth in Section 5.6, LogRhythm will not be obligated to provide Customer with the License Keys and the Software will cease functioning unless Customer requests and obtains an extension of the evaluation period from LogRhythm.

**2.4 System Files.** All system files, including SQL Server database files and transaction logs, used by an Appliance must reside on either the Appliance or an external storage device purchased from LogRhythm (“Supported Equipment”). Notwithstanding the foregoing, system files do not include LogRhythm archive files.

### 3. DELIVERY, INSPECTION AND INSTALLATION.

**3.1 HARDWARE PURCHASE AND DELIVERY.** If Customer is purchasing Hardware, then, subject to terms and conditions of this Agreement, Customer hereby agrees to purchase the Hardware from LogRhythm, and LogRhythm hereby agrees to sell the Hardware to Customer, pursuant to the applicable Order and the terms and conditions of the Multiple Award Schedule 70 contract.

**3.2 License of Software Only.** If Customer is licensing the Software and not purchasing Hardware, then this Section 3.2, the terms and conditions of the Multiple Award Schedule 70 contract and the task/delivery order will govern the delivery of Software. If Customer has not already obtained a copy of the Software prior to the Effective Date, LogRhythm will ship to Customer the Software and Documentation and/or provide Customer a support account from which Customer can download the Software and Documentation in accordance with LogRhythm’s reasonable instructions. Customer is responsible for configuring customer-provided hardware or virtual environment in accordance with the configuration parameters as noted in the Documentation. Improper hardware or virtual environment configuration may prevent the Software from operating properly and any such non-standard configuration may not be supported by LogRhythm.

**3.3 Software Delivery.** Without limiting the warranties in Section 6.1 below, the Software will be deemed delivered the day the License Key is provided to Customer. Unless otherwise mutually agreed to in writing, Customer is responsible for installing the Software and License Keys in accordance with the Documentation.

### 4. MAINTENANCE; DEPLOYMENT; TRAINING.

**4.1 Maintenance.** Customer may obtain technical support and Software maintenance described in Exhibit A attached to this Agreement and incorporated herein (“Support Services”) in accordance with the applicable Order and the terms and conditions of the Multiple Award Schedule 70 Contract. Upon termination of Support Services Customer may continue to use the Software without the benefits provided under the Support Services Exhibit.

**4.2 Professional Services.** Subject to the terms and conditions of this Agreement, including the payment by Customer of the professional service fees (“Professional Service Fees”) set forth in an Order, LogRhythm will provide to Customer the professional services described in Exhibit B

attached to this Agreement and incorporated herein ("Professional Services"). Customer must use any contracted Professional Services within one year of the Effective Date.

**4.3 Training.** Subject to payment of any training fees ("Training Fees"), Customer may obtain training services from LogRhythm in accordance with the applicable Order and the terms and conditions of the Multiple Award Schedule 70 contract.

## **5. FEES AND PAYMENT.**

**5.1 Fees.** Customer will pay LogRhythm the applicable Appliance price ("Appliance Fee") or Software license fees ("License Fees" and collectively, "Fees") as set forth in and in accordance with the applicable Order. All Fees are non-refundable unless otherwise expressly stated herein.

**5.2 Professional Service Fees.** Customer will pay the Professional Services Fees set forth in and in accordance with the applicable Order and the terms and conditions of the Multiple Award Schedule 70 contract.

**5.3 Support Services Fees.** Customer will pay the Support Services Fees as set forth in the terms and conditions of the Multiple Award Schedule 70 contract.

**5.4 Additional Orders.** Customer may order more Appliances, Software product modules and additional usage of the Software as permitted under this Agreement by executing the LogRhythm Order in addition to submitting written purchase orders to LogRhythm in accordance with the terms and conditions of the Multiple Award Schedule 70 contract.

**5.5 Records.** Customer will maintain complete and accurate records of its use of the Software and all other data reasonably necessary for verification of compliance with this Agreement.

**5.6 Audit Rights.** LogRhythm will have the right, during normal business hours, in accordance with United States Government security requirement and upon at least five (5) days prior written notice, to have an independent audit firm selected by LogRhythm audit Customer's records relating to Customer's activities pursuant to this Agreement in order to verify that Customer has complied with the terms of this Agreement. The audit will be conducted at LogRhythm's expense. LogRhythm may submit a request for payment of alleged owed amounts in accordance with the terms and conditions of the Multiple Award Schedule 70 Contract. Such audits will be conducted no more than once in any period of twelve (12) consecutive months.

## **6. WARRANTY; DISCLAIMER.**

**6.1 Software Warranty.** For a period of ninety (90) days after the Effective Date (the "Software Warranty Period"), LogRhythm warrants that the Software, when used in accordance with the instructions in the Documentation, will operate as described in the Documentation in all material respects. LogRhythm does not warrant the Customer's use of the Software will be error-free or uninterrupted. LogRhythm will, at its own expense and as its sole obligation, correct any reproducible error in the Software reported to LogRhythm by Customer in writing during the Software Warranty Period. If LogRhythm determines that it is unable to correct the error or replace the Software, LogRhythm will refund to Customer all License Fees and Support Service Fees actually paid for the defective Software, in which case this Agreement and Customer's right to use the Software will terminate.

**6.2 Hardware and Third Party Software Warranty.** All Hardware and third party software is provided to Customer under the applicable warranty for such Hardware or third party software that is made available from the Hardware manufacturer or third party software licensor. LogRhythm provides no warranties directly to Customer for any Hardware or third party software.

**6.3 Disclaimers.** THE EXPRESS WARRANTIES IN SECTION 6.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, HARDWARE AND SUPPORT SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WHICH ARE HEREBY DISCLAIMED. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 6.1, THE SOFTWARE AND HARDWARE ARE PROVIDED "AS IS" WITH ALL FAULTS.

## **7. INFRINGEMENT CLAIMS.**

**7.1 Indemnity.** LogRhythm will pay those costs and damages finally awarded against Customer in any such action, brought by a third party to the extent that the action is based upon a claim that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Customer shall give LogRhythm sole control of the defense of any such claim and any related settlement negotiations unless the Department of Justice ("DOJ") jurisdictional statute (28 USC 516) vests the right to defend the Government with the DOJ, and consequently the right to exercise sole control, solely in the DOJ. In such cases, Customer and the DOJ shall consult with LogRhythm regarding any such claim and LogRhythm shall have the right to intervene in the proceedings at its own expense through counsel of its choice.

**7.2 Injunction.** If the Software becomes, or in LogRhythm's opinion is likely to become, the subject of an infringement claim, LogRhythm may, at its option and expense, either (a) procure for Customer the right to continue using the Software, (b) replace or modify the Software so that it becomes non-infringing and remains functionally equivalent, or (c) accept return of the Software, terminate this Agreement upon written notice to Customer and refund Customer the Software Fees paid for such Software upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date.

**7.3 Exclusions.** Notwithstanding the foregoing, LogRhythm will have no obligation under this Section 7 or otherwise with respect to any infringement claim based upon (a) any use of the Software not in accordance with this Agreement or the Documentation, (b) any use of the Software in combination with other products, hardware, equipment, software, or data not authorized by LogRhythm to be used with the Software, (c) any use of any release of the Software other than the most current release made available to Customer, or (d) any modification of the Software by any person other than LogRhythm or its authorized agents or subcontractors.

**8. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY,

SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOGRHYTHM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND ANY SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO LOGRHYTHM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN ADDITION, LOGRHYTHM DISCLAIMS ALL LIABILITY OF ANY KIND OF LOGRHYTHM'S LICENSORS. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO BREACH OF SECTIONS 2 OR 9 OR ANY INDEMNITY OBLIGATIONS IN SECTION 7. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

## **9. CONFIDENTIALITY.**

**9.1 Confidential Information.** “Information” means information that is disclosed by a party (“Discloser”) to the other party (“Recipient”), or which Recipient has access to in connection with this Agreement, and that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. Information includes, without limitation, information of or relating to the Discloser's present or future products, know-how, formulas, designs, processes, ideas, inventions and other technical, business and financial plans, processing information, pricing information, specifications, research and development information, customer lists, the identity of any customers or suppliers, forecasts and any other information relating to any work in process, future development, marketing plans, strategies, financial matters, personnel matters, investors or business operations of the Discloser.

**9.2 Protection of Information.** Recipient will not use any Information of Discloser for any purpose not expressly permitted by the Agreement, and will disclose the Information of Discloser only to the employees or contractors of Recipient who have a need to know such Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**9.3 Exceptions.** Recipient's obligations under Section 9.2 with respect to any Information of Discloser will terminate if such

information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Information of Discloser to the extent that such disclosure is (i) approved in writing by Discloser, (ii) necessary for Recipient to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**9.4 Return of Information.** Except as otherwise expressly provided in this Agreement, Recipient will return to Discloser or destroy all Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Information promptly upon the written request of Discloser upon the expiration or termination of the Agreement. Recipient will certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 9.4.

## **10. TERM AND TERMINATION**

**10.1 Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated.

**10.2 Termination for Breach.** Termination may only be conducted in accordance with the terms and conditions of the Multiple Award Schedule 70 contract.

**10.3 Effects of Termination.** Upon termination of this Agreement, Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers, and return to LogRhythm or destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections 1, 2.2, 5, 6.3, 7, 8, 9, 10.3 and 11 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

## **11. GENERAL**

**11.1 Proprietary Rights.** The Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of LogRhythm and its licensors. All rights in and to the Software not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on the Software or the Documentation.

**11.2 Third Party Software.** All third party software included with an Appliance is subject to the third party license agreements and/or additional terms and conditions provided with the Appliance that are imposed by LogRhythm's applicable third party manufacturers and licensors. Customer agrees that Customer will be bound to and comply with all such applicable license agreements and terms and conditions.

**11.3 Compliance with Laws.** Each party will comply with all applicable export and import control laws and regulations in its use of the Software and Appliances and, in particular, Customer will not export or re-export Software or Appliances without all required government licenses and Customer agrees to

comply with the export laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities.

**11.4 Assignment.** Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement (including the license rights granted to Customer to the Software) to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed.

**11.5 Force Majeure.** Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

**11.6 U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

**11.7 Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic mail, facsimile (fax), or by certified mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the Order, and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party.

**11.8 Governing Law and Venue.** This Agreement and all Statements of Work will be governed by and interpreted in accordance with applicable Federal laws. If it is in the best interests of the Government, any action or proceeding arising from or relating to this Agreement shall be brought in a Federal District Court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

**11.9 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.10 Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 8 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

**11.11 Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

**11.12 Entire Agreement.** This Agreement, the Multiple Award Schedule 70 contract and the task/delivery order constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

## Exhibit A

### Support Services

Subject to the terms and conditions of the applicable software license agreement between Customer and LogRhythm (“Agreement”), the terms and conditions of the Multiple Award Schedule 70 contract and this Support Services exhibit (including payment of the applicable fees (“Support Fees”), LogRhythm will provide the Support Services in accordance with the terms and conditions set forth below. Customer must purchase identical Support Services for all installed Software and/or Appliances within a Designated Deployment (defined below) and may not select different Support Services options to cover different installations of Software and/or Appliances across deployments within a Designated Deployment. LogRhythm will be responsible for providing Support Services only for the most current release and the immediately preceding major release of the Software. End-of-Life Support for third party optional software components are in accordance with the End-of-Life policy for each such component as announced. LogRhythm reserves the right to modify its Support Services offering at any time, by providing notice to its Customers, provided such Support Services modification will not be less than what is stated in this Support Services Exhibit and the modification is agreed to in writing and signed by an authorized Government Contracting Officer.

#### 1. DEFINITIONS.

**1.1 “Business Day”** means 7:00 a.m. to 6:00 p.m. (Mountain Time), Monday through Friday (excluding LogRhythm holidays).

**1.2 “Designated Deployment”** shall mean the deployment of the LogRhythm Software that enables complete logging and processing of Customer data.

**1.3 “Enhanced Support Services”** shall mean the optional purchase by Customer of 24/7 support subject to the payment of any required additional fees.

**1.4 “Error”** shall mean a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially in accordance with the Documentation.

**1.5 “Resolution”** shall mean a modification or workaround to the Supported Program and/or Documentation and/or other information provided by LogRhythm to Customer intended to resolve an Error.

**1.6 “Support Hour”** shall mean an hour during a Business Day.

**1.7 “Supported Environment”** shall mean any hardware and operating system platform which LogRhythm supports.

**1.8 “Supported Program”** shall mean the current version of the Software used in a Supported Environment in use at the Designated Deployment, for which Customer has paid the then-current Support Fees.

**1.9 “Update”** means subsequent minor maintenance releases of the Software (e.g., 3.1 to 3.2) and patches that LogRhythm generally makes available for Software licensees at no additional license fee to Customers provided the Customers are under a current Support Services Agreement with LogRhythm. Updates shall not include any release, option or future product which LogRhythm licenses separately from Support Services for an additional fee.

**1.10 “Upgrade”** means subsequent major releases of the Software (e.g. 2.0 to 3.0) that LogRhythm generally makes available for Software licensees at no additional license fee to Customers provided the Customers are under a current Support Services Agreement with LogRhythm.

#### 2. SERVICES PROVIDED.

**2.1 First Call.** LogRhythm is the first tier of support for the Software and Hardware purchased through LogRhythm.

**2.2 Telephone Support.** LogRhythm will provide telephone support to the designated users during the Support Hours. Customer understands and acknowledges that Support

Services are provided in English. Customers purchasing Enhanced Support Services will be given instructions for receiving Support Services after the end of a Business Day. Telephone support will include the following:

- (a) Assistance in identifying and verifying the causes of suspected Errors in the Supported Program;
- (b) Advice on bypassing identified Errors in the Supported Program, if reasonably possible;
- (c) Assistance in troubleshooting and identifying Hardware-related problems;
- (d) Clarification of the Documentation; and
- (e) Guidance in updates of the Supported Program.

**2.3 E-Mail Support.** Customers may contact LogRhythm support via email 24 hours a day, 7 days a week. Support emails may be sent to support@logrhythm.com.

#### 2.4 Response Times.

(a) LogRhythm will respond to new support cases whether received via a telephone call or email within (i) four (4) Support Hours after receipt if received during a Business Day or (ii) by 12:00 p.m. Mountain Time the following Business Day if received after the end of a Business Day. LogRhythm will respond to new support cases via email or by directly contacting the applicable designated users. Response times for open support cases will vary depending on the specifics of the case and any Escalation required. If a response will require more than one business day to prepare, Customer will be notified and informed when a response can be expected.

(b) If Customer has purchased Enhanced Support Services LogRhythm will respond to new support cases received via a telephone call within four (4) hours after receipt.

**2.5 LogRhythm Support Site.** LogRhythm maintains a product support site containing product manuals and additional support related information (e.g., FAQ’s, Knowledge Base). Subject to the payment of Support Fees, Customer will be provided 24/7 access to the support site. Customer will be provided support accounts to use when accessing the support site.

**2.6 Escalation and Severity Levels.** All calls are received by Tier 1 or Tier 2 support personnel. LogRhythm’s best attempts are made to solve support issues with Tier 1 support personnel. Issues that are not able to be resolved by the Tier 1 support personnel will be escalated as outlined below:

(a) **Tiered Support Definitions:** Support requests will be answered and/or escalated based on the following generalized criteria. The Tier I support engineer will be the first contact and will determine escalation if an issue is not solved



within 1 hour. Additional escalation will be issue specific and will remain within current contractual guidelines:

Tier I – General questions and minor configuration changes
Tier II – Functionality specific questions, advanced configuration changes and initial error investigation
Tier III – Advanced functionality and configuration questions and detailed error investigation
Tier IV (Sustaining Engineering) – Advanced error investigation to determine SW configuration changes and/or failed functionality

Tier IV software support is reserved for consultation on development related issues only during business hours.

**(b) Support Ticket Escalation:**

All incoming tickets are automatically assigned to Tier I
Escalate to Tier II if issue is not resolved within one hour, with the following exceptions: <ul style="list-style-type: none"> <li>○ Awaiting customer response</li> <li>○ Awaiting internal response or follow up</li> </ul>
Tier II – If the issue is not resolved within two hours of escalation to Tier II, Escalate to Tier III
Tier III – If the issue is not resolved by the following business day, escalate to Tier IV

Support calls are generally not escalated if work is under way and/or a solution is being researched or created. However, severity levels are designed as means to provide escalation in cases of an inability to make systems operational as outlined below.

**(c) Ticket Severity:**

<i>Critical (Severity 1)</i> – The system has crashed or is in a “hung” state, or displays a fatal error - resulting in data loss or corruption.
<i>High (Severity 2)</i> – System is severely degraded such that a component or feature does not meet requirements or are inaccessible or inoperable.
<i>Medium (Severity 3)</i> – System is slightly degraded such that a component or feature does not meet minimum or expected requirements.
<i>Low (Severity 4)</i> – System is functional with a minor defect or customer has general question or is requesting minor configuration change information.

**2.7 Support Cases.** Each support case will be assigned a case number. Customer must provide the number when providing communications to LogRhythm regarding the support case. Support cases will be closed when Customer has verified the issue is resolved, where possible. Support cases will also be closed after three (3) Business Days of inactivity on the part of Customer and can be re-opened upon request.

**2.8 Qualified Support Cases.** Qualified support cases are limited to questions that cannot be easily answered by referring to LogRhythm product documentation or information made available on the LogRhythm support site. Qualified support cases also include reporting any abnormal functioning of LogRhythm software. Qualified support cases do not include questions

pertaining to the normal deployment, configuration, and operation of LogRhythm products as described in LogRhythm product documentation.

**2.9 Unqualified Support Cases.** Unqualified support cases include questions that could have been answered by reviewing LogRhythm Documentation or information made available via the LogRhythm support site. If Customer is submitting a high volume of Unqualified Support Cases, LogRhythm and Customer will work together to determine the areas of operation underlying the cases submitted and will jointly determine a corrective course of action as required.

**2.10 Travel and Other Expenses.** Support Services provided hereunder shall be provided at LogRhythm’s principal place of business, or at the Designated Deployment at Customer’s expense, as mutually agreed upon in writing by the parties and authorized by a Government Contracting Officer in accordance with the terms and conditions of the Multiple Award Schedule 70 contract, the Federal Acquisition Regulation and Agency Supplemental Regulations, as applicable.

**2.11 Exceptions.** LogRhythm shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Supported Program (in whole or in part), (b) use of the Supported Program in an environment other than a Supported Environment; or (c) problems related to non-LogRhythm provided hardware. Any corrections performed by LogRhythm for such Errors shall be made, in LogRhythm’s reasonable discretion, at LogRhythm’s then-current time and material charges.

**3. SOFTWARE SUPPORT.** Subject to the payment of the Support Services Fees or additional license fees set forth in the task/delivery order and in accordance with the terms and conditions of the Multiple Award Schedule 70 contract, LogRhythm will provide:

**3.1 Updates.** LogRhythm will provide Updates for the Supported Programs as and when developed for general release in LogRhythm’s sole discretion. Each Update will consist of a set of programs and files made available from LogRhythm’s web site and will be accompanied by Documentation adequate to inform Customer of the problems resolved and any significant operational differences resulting from such Update.

**3.2 Upgrades.** Customer will be entitled to major Software release upgrades (e.g. 2.0 to 3.0) at no additional cost while a Support Services contract is in effect. An upgrade to LogRhythm provided Hardware may be required in order to utilize any such Upgrades.

**3.3 Third-Party Software Updates.** LogRhythm approves and makes available information regarding Updates of Third Party software included in the Software to Customers via LogRhythm’s web site support.

**3.4 Knowledge Base Updates.** Customer will be entitled to knowledge base updates at no additional cost.

**4. HARDWARE SUPPORT.** Subject to the payment of the Support Services Fees or additional license fees set forth in the task/delivery order and in accordance with the terms and conditions of the Multiple Award Schedule 70 contract, LogRhythm will provide:

**4.1 Basic Hardware Services.** As part of Support Services, LogRhythm will facilitate Hardware warranty coverage with the Hardware manufacturer on servers and their components for a

period of three (3) years after delivery for Hardware purchased through LogRhythm.

(a) If Hardware is replaced in whole or in part under a warranty program Customer will be responsible for the cost of any Hardware or components not returned as may be required to comply with the warranty.

(b) Modification, alteration, or any other changes to the Hardware may violate and/or void the Hardware warranty and/or Support Services agreement. In no instances should the Customer open the external case of the Hardware without direction from LogRhythm personnel.

(c) Hardware shipped to customer will support the release of the Software installed on the Hardware at time of delivery and the next major release. If a second or subsequent major release of the Software requires an upgrade to the Hardware, Customer may choose to either (i) upgrade the Hardware at their cost and install the second or subsequent major release or (ii) receive Support Services on their current Hardware and Software through the life cycle of the second or subsequent major release.

(d) Hardware upgrades for enhancements to Software features included in Customers initial Software release will be provided by LogRhythm. Hardware upgrades to support new Software features provided to customer via a Software Upgrade or Update will not be provided by LogRhythm and Customer, at its option, may upgrade the Hardware to utilize such new Software features.

**4.2 Enhanced Hardware Services.** Hardware that is subject to an Enhanced Support Services agreement will be provided with 24/7 support with 4-hour onsite response, after troubleshooting.

**4.3 Extended Warranty.** Upon Customer's renewal of Support Services in years four (4) and five (5); LogRhythm will facilitate an extended hardware warranty service for each of those years, provided such warranty service is offered by the hardware manufacturer. Hardware warranty services beyond year five (5) will continue to be facilitated by LogRhythm provided such are offered at the discretion of the hardware manufacturer.

**4.4 Pre-Replacement of Defective Hardware.** Hardware warranty repairs will be made in accordance with the Basic Hardware Services or Enhanced Hardware Services as contracted by Customer. Replacements for defective Hardware to be provided to Customer under the warranty program will be sent on a pre-replacement basis when possible. Customer will have ten (10) business days to return to the defective Hardware to LogRhythm. If the replacement of a complete Appliance is required, the replacement Appliance will be shipped fully configured for Customer's use unless an alternative course of action is mutually agreed upon by LogRhythm and Customer.

## **5. CUSTOMER RESPONSIBILITIES.**

**5.1 Supervision and Management.** Customer is responsible for undertaking the proper supervision, control and management of its use of the Supported Programs, including, but not limited to: (a) assuring proper Supported Environment configuration, Supported Programs installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

**5.2 Training.** Customer is responsible for ensuring that all appropriate personnel are trained and familiar with the operation and use of the Supported Programs and associated equipment.

**5.3 Designated Users.** Customer shall designate a reasonable number of individuals to serve as the designated users with LogRhythm for the Support Services provided hereunder. To receive notification of any new Updates available from LogRhythm Customer must subscribe to the LogRhythm user forums.

**5.4 Access to Personnel and Equipment.** Customer shall provide LogRhythm with access to Customer's personnel and, at Customer's discretion, its equipment during Support Hours. LogRhythm will, to the best of its ability, provide Support Services to Customer in accordance with Customer's internal security and/or network access policies. If Customer requests Support Services for an Error that requires remote access and Customer is unable to provide such access, then the Government Contracting Officer may elect to pay LogRhythm additional Support Fees and Expenses incurred for onsite Support Services so long as the additional Support was agreed to in writing by an authorized Government Contracting Officer prior to the services being rendered. If Customer does not wish to pay for such onsite Support Services, LogRhythm's obligation to provide any Resolution for the Error shall be excused.

**5.5 Customer Introduced Third-Party Software.** Customer may elect to install additional software on to the Hardware on the drive specified in the LogRhythm Documentation. It is recommended that Customer contact LogRhythm before installing any software on to the Hardware. In such instance, Customer acknowledges and assumes the risk that (a) LogRhythm is not responsible for the functionality of any such software; (b) LogRhythm reserves the right to require the removal of any and all such software when addressing support issues (failure to remove such software after requested by LogRhythm will void LogRhythm's Support Service obligations); (c) any such installation may negatively impact the performance, reliability and/or security of the Software and/or Hardware; (d) the Software may not perform as intended or in accordance with the LogRhythm Documentation; and (e) any such software which adversely affects the performance of the LogRhythm Appliance will void all warranties and cancel all Support Services obligations.

## Exhibit B

### LogRhythm Professional Services Attachment

Subject to the terms and conditions of the applicable software license agreement between Customer and LogRhythm to which this Exhibit B is attached and incorporated therein ("Agreement"), the terms and conditions of the Multiple Award Schedule 70 contract and this Professional Services Attachment (including payment of the applicable fees, LogRhythm will provide the Professional Services in accordance with the terms and conditions set forth below.

**1. Scope of Services.** LogRhythm will provide the Professional Services to Customer under this Professional Services Attachment ("PSA"). At the start of the deployment planning, Customer and LogRhythm will develop a mutually agreed upon deployment plan that will be detailed in one or more Statements of Work ("SOW") (the "Services"). Deployment Services include but are not limited to the process of configuring the Software and/or Appliance and deploying in Customer's environment.

#### **2. Assumptions and Responsibilities**

**2.1 Assumptions.** The following assumptions are hereby acknowledged by the parties and apply to the performance of the Services under this PSA:

(a) Changes to this PSA will be documented using a Project Change Request form in accordance with the process outlined in this PSA.

(b) Customer will ensure that data backup is performed. LogRhythm will not be responsible for the loss or corruption of any Customer data or for any system downtime. Except as may be purchased under a separate LogRhythm Services Agreement, LogRhythm will not be responsible for any application or host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or applications logins outside of the Services described in this PSA.

**2.2 LogRhythm Responsibilities.** Performance of the Services includes, without limitation, LogRhythm's undertaking of the following responsibilities as reasonably applicable to the Services being performed under this PSA:

(a) LogRhythm will use commercially reasonable efforts to complete the Services described in this PSA in a timely manner.

(b) LogRhythm will perform all appropriate Services either onsite at the Customer facilities or remotely, via a remote desktop session. Services not requiring presence onsite may be performed at LogRhythm facilities by mutual agreement between Customer and LogRhythm.

(c) LogRhythm reserves the right to subcontract any or all portions of the Services that LogRhythm is obligated to perform under this PSA.

(d) LogRhythm will submit written or verbal status reports on the Services being performed under this PSA as necessary and mutually agreed upon by Customer and LogRhythm.

(e) LogRhythm will provide a Project Lead with the qualifications, expertise, and knowledge to fulfill LogRhythm's obligations under this PSA, as necessary and applicable to the PSA requirements of Section 1.

**2.3 Customer Responsibilities.** Completion of the Services by LogRhythm in adherence to the terms of this PSA is

contingent upon Customer fulfilling the following responsibilities:

(a) Customer will complete all necessary facilities arrangements prior to the commencement of the Services which will include but not be limited to such items as power, network connections, floor space, and cooling. Such required facility arrangements must be in place for the duration of this PSA.

(b) Customer will make knowledgeable staff available to LogRhythm promptly upon a request via pager, telephone, or cell phone to provide background information and clarification of information required to perform the Services outlined in this PSA.

(c) Documentation and information provided to LogRhythm staff by Customer must be accurate, complete and up-to-date.

(d) Customer will be responsible for any business and data application testing and all necessary data backup in preparation for and during the performance of the Services.

(e) Customer will assign system administrators and operators available by phone or pager for the duration of this PSA.

(f) For the duration of this PSA and where applicable, Customer will provide LogRhythm adequate onsite access to office space and equipment, and to telephones with outside lines and a dedicated, secure line for internet access.

(g) Should the project plan rely on electronic/network transfer of data, customer will provision and enable any network components or Services required to facilitate the data transfer.

(h) Where applicable, Customer will provide security passes to cover the duration of this PSA to allow LogRhythm access, and the ability to enter and leave Customer facilities, with laptop personal computers and any other materials related to the Services to be performed under this PSA.

(i) If required by LogRhythm, Customer will participate in testing as directed by LogRhythm.

(j) Customer will provide a Project Lead with the requisite qualifications, expertise, and knowledge who is authorized by Customer to act as a liaison between Customer and LogRhythm and assume the responsibilities detailed in Section 2.4.

**2.4 Joint Project Management Responsibilities and Tasks.** Both the LogRhythm and Customer Project Leads will ensure the following responsibilities and tasks are met as are reasonably applicable to the Services being performed:

(a) Each Project Lead will ensure that an authorized representative of its respective party will approve documents and specifications and accept Services provided in accordance with the acceptance procedures outlined in this PSA.

(b) Coordinate, schedule and monitor all resources and activities related to the Services described in this PSA.

(c) Coordinate and monitor all project change process activities related to the Services described in this PSA.

(d) Act as the focal points for communications between Customer and LogRhythm during the provision of all Services described in this PSA.

(e) Attend LogRhythm and Customer status meetings, as applicable.

(f) Upon becoming aware of a situation which may delay, or threatens to delay, the timely performance of this PSA, promptly initiate the Project Change Process as described in Section 4 of this PSA, to address the potential delay.

**3. Status Notification.** LogRhythm will notify Customer of the status of Professional Services hours consumed on a regular basis. Additionally, LogRhythm will also notify customer when Deployment Services have been completed in accordance with the agreed upon Statement(s) of Work.

**4. Project Change Process.** In accordance with the terms and conditions of the Multiple Award Schedule 70 contract, any change to a PSA will be coordinated with the LogRhythm Project Lead.

**4.1 Change Initiation.** LogRhythm or the Customer may initiate change requests. The reasons for a change may include: customer requests; regulatory changes; changes in technical scope; or other detail program issues or requirements. The Project Lead of the party initiating a change will submit each change request to the other party's Project Lead, and then both Project Leads will review such request for validation. Project changes must be submitted in a clear and concise manner in the form of a Change Request Form (Attachment A). Upon the initiation of a change request, both parties must agree within twenty-four (24) hours of the receipt of the Change Request Form by the non-initiating party whether or not to continue performance of the Services or to stop all Services being performed until a mutually agreed upon Change Request Form has been signed by both parties.

**4.2 Change Request Review.** After the submission of a Change Request Form to a Project Lead and validation of the requested change, the LogRhythm Project Lead will review the requested change to determine if it is within the scope of the SOW.

(a) **Within Services Scope.** If the LogRhythm Project Lead determines that the change requested by Customer is within the scope of the SOW, the Project Leads of both parties will execute the Change Request Form and implement the change into performance of the Services as appropriate.

(b) **Outside Services Scope.** If the LogRhythm Project Lead determines that the requested change is outside the scope of Services the SOW, the LogRhythm Project Lead will then determine whether such requested change impacts the pricing or scheduling projections for the performance of the Services.

(i) If the LogRhythm Project Lead determines that the requested change does not impact the pricing or scheduling projections of the SOW, the Project Leads will execute the Change Request Form and implement the requested change into the performance of the Services as appropriate.

(ii) If the LogRhythm Project Lead determines that the requested change does impact the pricing or scheduling projections of the SOW, the terms of Section 4.3 will apply.

This process is not intended to handle change requests which would constitute a cardinal change to the SOW. Additionally, LogRhythm reserves the right to reject change requests at its discretion.

**4.3 Cost Estimate Preparation.** Upon determination that the Change Request impacts the pricing or scheduling of the Services under the SOW, a cost estimate applicable to the performance of the requested change will be prepared by LogRhythm and provided to the Customer. The cost estimate will fully document the scope of the change, and provide a basis of estimate for the proposed adjustments in price, schedule, and/or other factors as applicable. If applicable, a schedule (separate from but integrated with the implementation plan) will be developed and maintained for each such authorized change.

**4.4 Change Implementation.** The execution of the Change Request Form by both the Multiple Award Schedule 70 Contractor, acting on behalf of LogRhythm and an authorized Government Contracting Officer, in accordance with the terms and conditions of the Multiple Award Schedule 70 contract and the Federal Acquisition Regulation and Agency Supplemental Regulations, as applicable, will cause the Change Request Form to become part of and incorporated into the SOW. Commencement of the performance of the requested change is conditioned upon the mutual execution of the Change Request, and LogRhythm's receipt of an additional P.O. authorization to cover the agreed upon price for each requested change.

## **5. Fee Description and Payment**

**5.1 Professional Services Fees.** In accordance with the terms and conditions of the Multiple Award Schedule 70 contract, Customer will pay the Professional Service Fees for the performance of the Services under this PSA.

**6. Rights to Development.** LogRhythm will retain all right, title and interest in and to development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services, which are based on trade secrets or proprietary information. No license to any patents, trade secrets, trademarks or copyrights is deemed to be granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in the Agreement. Rights associated with any joint development projects will be subject to future discussion and under a separate agreement with terms to be mutually agreed upon by both parties.

**7. Constructive changes.** LogRhythm and Customer agree that: (a) Customer has knowledge of and control over the conditions and constraints of Customer's facilities, and IT environment; and administers how the services on Customer's IT infrastructure are performed; (b) LogRhythm may undertake a course of action under this engagement which was unforeseen at the time the PSA was executed but is necessary, arises from a latent or unusual condition, is at the direction of the Customer, or results from an act of omission of the Customer and, by changing LogRhythm's manner, method, or scope of work, increases LogRhythm's cost or schedule to perform; (c) should LogRhythm's cost or schedule to perform so increase, LogRhythm will have the right to an equitable adjustment to the price, schedule, and/or terms of the PSA for such changes even if

these changes have not been submitted through the Project Change Process set forth in Section 4.

**8. Entire Agreement.** This PSA, the Multiple Award Schedule 70 contract and the task/delivery order constitute the

entire agreement between the parties regarding the delivery of professional services and supercedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.





## End User License Agreement

This End User License Agreement ("**Agreement**") is between Polyverse Corporation with an address at 10400 NE 4<sup>th</sup> St, Suite 500, Bellevue WA 98004 ("**Polyverse**"), and the Ordering Activity under GSA Schedule contracts ("**Licensee**" or "Ordering Activity"), and entered into on May 15th, 2018 ("**Effective Date**").

**1. GRANT.** During the **Subscription Period** (as set forth in the Product Schedule) and subject to the terms and conditions of this Agreement:

**a. Software License.** Polyverse hereby grants to Licensee a personal, nonexclusive, non-transferable, non-assignable and non-sublicenseable license to use the software identified in the purchase order attached to this Agreement ("**Product Schedule**"), in binary executable form only, only in accordance with the accompanying technical documentation ("**Documentation**") and only as specified in the applicable Product Schedule. Polyverse may offer updates, patches, corrections, and supplements to such Software at its sole discretion ("**Updates**"). The software, Documentation, and Updates collectively shall be deemed the "**Software**". The Software does not include any source code and no license is granted with respect to source code of any kind.

**b. Subscription Services.** Polyverse hereby grants to Licensee a nonexclusive, non-transferable, non-assignable and non-sublicenseable license to access and use the services identified in the Product Schedule (the "**Subscription Services**"). Use of the Subscription Services shall be limited to the number of nodes ("**Nodes**") specified in the Product Schedule. Licensee shall be solely responsible for procuring all required hardware and any third party software required to operate the Subscription Services.

Any unauthorized access to Subscription Services, or other abuse or impermissible activity on Polyverse's site or in connection with the Subscription Services, may result in immediate temporary suspension of the licenses granted herein. Licensee shall immediately notify Polyverse of any unauthorized use of the Subscription Services or any other known or suspected breach of security.

**c. Restrictions.** The Software and Subscription Services shall collectively be deemed the "**Products**". Except as expressly set forth in this Agreement, Licensee shall not (directly or indirectly, in whole or in part): (i) cause or permit any reverse engineering, decompilation, modification, translation or disassembly of the Software; (ii) sell, rent, sublicense, distribute, disclose, publish, assign, commercially share

(including time share), or otherwise transfer any rights in the Products without Polyverse's prior written consent; (iii) use the Products for service bureau services including, without limitation, providing third party hosting, or third party application integration or application service provider type services, or for any similar services; (iv) permit any third party application to access the collection of data indexed by the Products, or use the Products to create or populate any other collection (except with Polyverse's prior written consent); and (vi) cause or permit to be done anything which shall adversely affect Polyverse's right, title or interest in or to the Products.

Licensee shall use the Products only in compliance with all applicable laws and regulations (including all export laws and regulations) and the terms of this Agreement.

**2. OWNERSHIP.** Title and ownership of all proprietary rights, including any copyright, patent, trade secret, trademark or other intellectual property rights, in and to the Products and any copies thereof, including but not limited to all Updates, enhancements and modifications to the Software, is and will at all times remain the property of Polyverse. Polyverse retains all right, title and interest in and to the Products that are not specifically granted to Licensee hereunder. Licensee shall not remove or obliterate any copyright, trademark or proprietary rights notice of Polyverse from the Products and shall reproduce all such notices on all authorized copies of the Products.

**3. TERM AND TERMINATION.** Except as otherwise stated herein, or unless terminated earlier in accordance with this Section 3 and the Contract Disputes Act, the term of this Agreement shall commence on the Effective Date and continue until the expiration of the Subscription Period set forth in the Product Schedule. . When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Polyverse shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination in accordance with the Contract Disputes Act, Licensee shall immediately remove and cease to use the Products and shall return to Polyverse or destroy all copies of the Products or any part thereof (in any form or media), and certify in writing to Polyverse that Licensee has complied with the foregoing obligations. Upon termination of this Agreement, all sections of the Agreement, which by their

nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and termination terms.

**4. SUPPORT.** During the Subscription Period, Polyverse shall exercise commercially reasonable efforts to provide Licensee with technical support for the Products via email. Polyverse shall not be liable for any failures or delays arising as a result of Licensee's failure to properly notify Polyverse of any technical failures of the Products.

**5. LIMITED WARRANTY AND DISCLAIMER.** Polyverse warrants that the Products will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Products written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, POLYVERSE DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE PRODUCTS ARE PROVIDED "AS IS". POLYVERSE DOES NOT WARRANT THAT THE PRODUCTS OR THE FUNCTIONS CONTAINED THEREIN WILL MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

**6. LIMITATION OF LIABILITY.** IN NO EVENT WILL POLYVERSE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OR INACCURACY OF INFORMATION), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF POLYVERSE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL POLYVERSE'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE CONTRACT PRICE. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

**7. CONFIDENTIALITY.** Except as expressly and unambiguously permitted hereunder, each party shall hold in confidence and not use or disclose any materials or information disclosed by the other party that are confidential or proprietary, or which may be reasonably regarded as the confidential information of the other party ("**Confidential Information**"). Confidential Information will also include the Software, Documentation, and any new product information or the results of any benchmark or similar tests on the Products conducted by Licensee or divulged by Licensee to Polyverse. Each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in

no event less than reasonable care. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) is known by the receiving party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without any breach of this Agreement; (v) is the subject of a written permission to disclose provided by the disclosing party; or (vi) is disclosed in response to a valid order of a court or other governmental body. Polyverse recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

**8. FEES.** Licensee shall pay Polyverse the fees set forth in the Product Schedule in accordance with the GSA Pricelist within thirty (30) days from the receipt date of invoice. . Polyverse shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**9. INTELLECTUAL PROPERTY RIGHTS.**

Licensee agrees to promptly notify Polyverse of any known or suspected infringement or breach of Polyverse's proprietary rights. Polyverse shall have the right to institute infringement or other appropriate legal action against any alleged, prospective or actual infringement of Polyverse's intellectual and other proprietary rights in the Products, and shall retain all money received from such action. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516. If the Products or the operation of the Products becomes or, in Polyverse's opinion is likely to become, the subject of a claim that it infringes the rights of any third party, Licensee will permit Polyverse, at Polyverse's expense, to either: (i) procure the right for Licensee to continue using the Products, or (ii) replace and modify the Products so that it becomes non-infringing; provided that, if neither of the foregoing alternatives is reasonable, Licensee will return the Products to Polyverse, and Polyverse will refund the price paid by



Licensee, whereupon this Agreement shall terminate immediately. Notwithstanding the foregoing, Polyverse shall not be liable for any such claim that arises as a result of: (a) any modification of the Products by any party other than Polyverse; (b) use of the Products otherwise than in accordance with the Documentation; (c) combination of the Products with hardware or other software, if such claim would have been avoided by not so combining the Products; or (d) use of a superseded release of Software if the infringement would have been avoided by the timely implementation of an Update supplied by Polyverse. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from the Vendor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**10. GOVERNMENT END USERS.** The Software, including the accompanying documentation, are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to FAR Section 12.212 under United States laws, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software and accompanying documentation by the United States Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11. COLLECTION OF INFORMATION.** Polyverse may, directly or indirectly through third parties services, collect and store information regarding Licensee's navigation or utilization of the Products. Polyverse may use such information for any purpose, including but not limited to: (a) improving the performance of the Products or developing Updates; and (b) verifying Licensee's compliance with the terms of this Agreement and enforcing Polyverse's rights, including all intellectual property rights in and to the Products.

**12. RESERVED.**

**13. GENERAL.**

This Agreement together with the Product Schedule, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), contains the full and complete understanding of the parties as to the subject matter hereof and may not be altered or modified, except by written amendment which expressly refers to this Agreement and which is duly executed by both Polyverse and Licensee.

The parties expressly agree that this Agreement supersedes all prior or contemporaneous proposals and all oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter. A negotiated purchase order would take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity's minimum needs.

Licensee or Polyverse shall not transfer or assign this Agreement or any rights or obligations hereunder under operation of law, change of control, or otherwise, without the prior written consent of the other party. Any attempted assignment or transfer in violation of the foregoing will be void.

This Agreement will be governed and interpreted in accordance with the Federal laws of the United States.

All notices required under this Agreement shall be in writing and shall be deemed effective: one (1) day after deposit with a commercial overnight carrier, with written verification of actual receipt. All notices must be delivered to the CEO of the other party to the applicable address on the first page hereof or to such other address as the parties may designate in writing.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

The failure of a party to insist on the performance of an obligation hereunder shall not be deemed to be a waiver of such obligation or of any other obligation.

Excusable delays shall be governed by FAR 52.212-4(f).

The parties hereto have caused this Agreement to be executed in their respective corporate names by a duly authorized officer, as of the Effective Date.

**POLYVERSE CORPORATION**



By: \_\_\_\_\_

Name :Steven Potter\_\_\_\_\_

Title: VP Sales\_\_\_\_\_

Date: 5/15/2018\_\_\_\_\_

**LICENSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## SUMO LOGIC TERMS OF SERVICE AGREEMENT

BY CLICKING THE CONFIRM BUTTON OR BY USING OR ACCESSING SUMO LOGIC SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS SUMO LOGIC TERMS OF SERVICE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS SUMO LOGIC SERVICE. **"YOU"** MEANS THE NATURAL PERSON OR THE ENTITY YOU REPRESENT THAT IS AGREEING TO BE BOUND BY THIS AGREEMENT, THEIR EMPLOYEES AND THIRD PARTY CONTRACTORS THAT PROVIDE SERVICE TO YOU. YOU SHALL BE LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES AND THIRD PARTY CONTRACTORS TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

### 1. Grant and Use Rights

Sumo Logic hereby grants you a non-exclusive, non-transferable license, without rights to sublicense, to use the Sumo Logic Service (the "Service") for your internal operations only for the time period (the "Subscription Term") that you have paid/or agree to pay the applicable fees. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights. The Service is intended for your organization's use only, and provided to you "as is", and are subject to modification from time to time and at Sumo Logic's sole discretion. All rights not expressly granted to you are reserved by Sumo Logic. Except as expressly set forth herein, Sumo Logic alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service and/or the Software, which are hereby assigned to Sumo Logic.

### 2. Restrictions

Access to the Services may require You to install certain software applications. You will not, and will not permit any third party to: reverse engineer (except to the extent statutory law expressly prohibits or limits restrictions on reverse engineering, but only to the extent required by such statute), decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or Software; use in excess as set forth below; use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal business purposes; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws) and intellectual property.

The Sumo Logic service includes monthly compute capacity to scan 3,000X contracted daily volume and analyze 600% contracted daily volume. "Scan" of 1x is equivalent to analyzing a 24-hour time range by queries, dashboards, or other means of Sumo Logic data analysis. "Analyze" is defined as retrieving data from index in order to be further analyzed, by queries, dashboards, or other means of Sumo Logic data analysis.

### 3. Support Service

Support for the Service shall be provided to you in accordance with the terms specified at <https://support.sumologic.com/hc/en-us/articles/206701397> ("Support").

### 4. Passwords; Primary Contact

You are responsible for establishing a username and password (or any other means required by Sumo Logic) for verifying that only designated employees of You have access to any administrative functions of the Services. You will be responsible for maintaining the security of Your account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Your account with or without Your knowledge or consent.

You will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). You may change the individual designated as Primary Contact at any time by providing written notice to Sumo Logic. Sumo Logic is not liable for any losses, damages, claims, demands, actions, costs and expenses (including reasonable attorneys' fees and court costs) arising from or created by any of your acts or omissions related to the access or use of the Service.

## **5. Confidentiality**

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (hereinafter referred to as “Proprietary Information” of the Disclosing Party).

The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Sumo Logic may collect data with respect to and report on aggregate measures of the Services’ performance and other measures to enhance the performance of the Services.

Sumo Logic agrees that all information and data generated, processed, or stored on the Service (as intended usage of the Service), including Customer’s log and machine-generated data produced by applications and systems are Customer’s Proprietary Information. Except for such Proprietary Information, Customer acknowledges that Sumo Logic does not wish to receive any Proprietary Information from Customer that is not necessary for Sumo Logic to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Sumo Logic may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

## **6. Payment**

The Service is sold on an annual subscription basis and includes Service Support and Maintenance (“Support”) during the contracted term. Support and Maintenance is not sold separately

Sumo Logic Service fees are quoted and payable to Sumo Logic in US currency only. Fees shall be due and payable at the beginning of the Subscription Term, unless otherwise agreed to by the parties. Payment obligations are non-cancelable and fees paid/payable are non-refundable. If Your use of the Service exceeds the Service Capacity that You are currently enrolled in, You will be invoiced at the then current list price for such overages, for the applicable month in arrears. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and such taxes, levies and duties shall be added to the Service fees. The subscription fees of the then current list price are based on the annual period that begins on the subscription start date and each yearly anniversary thereof. You are responsible for maintaining complete and accurate billing and contact information for the Service.

Sumo Logic reserves the right to modify the fees at any time, upon 30 days prior written notice to you, which may be provided by e-mail; such new prices shall not apply for subscription for Service which has already been paid, but shall apply to any subscription completed after the effective date of change of the fees.

## **7. Data Collection**

You acknowledge and agree that Sumo Logic may collect certain data and information as a result of your access or use of the Service. For terminated or defaulted accounts, any data related to the Service that is collected by Sumo Logic will only be retained for a period of one calendar year from the date that the account was terminated or defaulted.

## 8. Cancellation or Termination of Service

Payments shall be made for a full year, no refund is available. If you cancel during your subscription's yearly cycle, all amounts due and payable through the Subscription term shall immediately become due and payable. You will have access to Sumo Logic Service and Support until the last day of your subscription. There is no pro-rata credit or refund for that Subscription Term.

Sumo Logic may, without prior notice, immediately terminate, limit your access to or suspend your account and use of the Service if you fail to comply with any term of this Agreement. Sumo Logic expressly reserves the right to suspend your account and use of the Service in the event you fail to pay the fees in full and on time.

## 9. Limitation of Liability and Indemnity

IN NO EVENT SHALL SUMO LOGIC OR ITS SUPPLIERS HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION AND DATA), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF SUMO LOGIC AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE TOTAL LIABILITY OF SUMO LOGIC, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED AND FIFTY U.S. DOLLARS (\$150).

You agree to indemnify and hold Sumo Logic and its affiliates and suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Service or breach of this Agreement (collectively referred to as "Claims"). Sumo Logic reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Sumo Logic in the defense of any Claims.

## 10. Warranty

Sumo logic will undertake commercially reasonable efforts to make the Services available and provide Support in accordance with the levels set forth hereunder. Sumo Logic does not warrant that the Services shall be uninterrupted and error free.

THE SERVICE, SOFTWARE, ANY DOCUMENTATION, AND ANY UPDATES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SUMO LOGIC AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER SUMO LOGIC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 11. Other Provisions

(a) Governing Law. This Agreement, and all disputes arising out of or related thereto, shall be governed by and construed under the laws of the State of California without reference to conflict of laws principles.

(b) Assignment. You shall not assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of stock or assets, or otherwise, without the prior written consent of Sumo Logic. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(c) Export Controls/Government Matters. You acknowledge that this website, the Service, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. Diversion contrary to U.S. law is prohibited. Without limiting the foregoing, you agree

that (1) you are not, and are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of Cuba, Iran, North Korea, Sudan, or Syria, or any other country to which the United States has prohibited export transactions; (2) you are not, and are not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (3) you will not use the Software for, and will not permit the Software to be used for, any purposes prohibited by law. As defined in FAR section 2.101, any software and documentation provided by Sumo Logic are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

(d) Force Majeure. Sumo Logic will not be liable for inadequate performance to the extent caused by a circumstance beyond its reasonable control, including, without limitation, failure of the internet, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages and other acts not caused by Sumo Logic.

(e) Modification. This is the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. Sumo Logic reserves the right to modify the terms of this Agreement at any time without prior notice. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.