



(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (“**Customer Agreement**”) is entered into by and between **World Wide Technology** (“**Vendor**”) and the **City of North Richland Hills**, (“**Customer**” or “**Authorized Customer**”), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **OMNIA Partners** (“**Cooperative Entity**”) and Vendor, Contract No. **R210407**, as amended, (the “**Agreement**”) with an expiration date of **5/31/2025**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://www.omniapartners.com/suppliers-files/T-Z/World_Wide_Technology/Contract_Documents/R210407/R210407_World_Wide_Tech_MAD_2021_05_12_Redacted.pdf | or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. **6737257.4**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **technology solutions, products and services** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer’s liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer’s designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed \$ **49,999.00** (“**Purchase Price**”).

Term - The Term of this Customer Agreement (“**Term**”) shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer’s current fiscal year for the applicable goods and services.

Supply / As Needed Contract – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **23-24**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer’s current fiscal year for the applicable goods and services.

Multi-Year Contract – The Term shall be for **1** year(s) expiring on **May 31, 2025**. This Customer Agreement may be renewed for **one additional renewal**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate. City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

Emergency Purchase – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City’s ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas (“**Government Rider**”). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor’s terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this **[12th]** day of **[January]** **20 24**.

[Signature Page Follows]



ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.

(Check the box if \$3,000 or less)

By: [Signature]
Scott Kendall, Purchasing Manager

Department Director:

By: _____
Printed Name: _____
Department: _____

WORLD WIDE TECHNOLOGY: |

By: Gregory Brush
Name: Gregory Brush
Title: Area VP Public Sector
Date: 1/17/2024

APPROVED:

By: Mark Hindman Date: 1/19/24
Mark Hindman, City Manager

Or Designee:

By: _____ Date: _____
Name: _____
Title: _____

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y N |

Date Approved: 1/19/2024 |

Agenda Item No: |

Ord/Res No. |

APPROVED TO FORM AND LEGALITY:

By: Maleshia B. McGinnis
Maleshia B. McGinnis, City Attorney

By: _____
Thomas McMillian, Assistant City Attorney



NRH

NORTH RICHLAND HILLS

GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms and conditions herein are **BINDING** and **SUPERSEDE** any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: | **World Wide Technology Sales Quotation** |
Legal Name of Cooperative Contractor: | **World Wide Technology** |
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): | **N/A** |
Description of Goods or Services ("Goods or Services"): | **Technology solutions, products, and services** |
Cooperative Agreement: | **OMNIA Partners (R210407)** |
Total Contract Price: \$ | **49,999.00** |

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills** ("City"), individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL



EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.



SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: Mark Hindman
Mark Hindman
City Manager

Date: 1/19/2024

WORLD WIDE TECHNOLOGY:

By: Gregory Brush
Name: Gregory Brush
Title: Area VP Public Sector
Date: 1/17/2024

ATTEST:

By: Alicia Richardson
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: Maleshia B. McGinnis
Maleshia B. McGinnis
City Attorney

NRH Council Action Y/(N)

Date Approved 1/19/2024

Agenda No. _____

Ord / Res No. _____

World Wide Technology Terms and Conditions of Sale

Terms and Conditions of Sale. These terms and conditions of sale (“Sales Terms”) constitute a binding contract between Buyer and World Wide Technology, Inc. or its affiliates and subsidiaries (WWT). By placing an order with WWT or otherwise accepting delivery of any Products from WWT, Buyer agrees to be bound by and accepts these Sales Terms, as in effect at the time of order placement.

These Sales Terms constitute the entire agreement between Buyer and WWT relating to the Sales Terms of products and services. Buyer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting WWT at the address provided below.

Buyer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Buyer agrees that the Sales Terms contained herein and in WWT’s invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Sales Terms or any purchase order or invoice related thereto.

Orders. Orders are not binding upon WWT until accepted by WWT.

Price. Quoted prices are valid only for the period of time specified in the quote, if any, and to the extent prices have been quoted in other than US Dollars, are subject to change for currency fluctuations. Unless expressly noted on a quote or invoice, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of Products. Exemption certificates, valid in the place of delivery, must be presented to Seller prior to shipment if they are to be honored. Seller’s acceptance of Buyer’s order occurs at time of shipment, except for non-standard products.

Payment. Payment terms are specified when Buyer’s account is established and are subject to change from time to time. WWT has the right to modify, increase, decrease or terminate Buyer’s credit privileges and terms at any time without prior notice to Buyer. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. WWT may invoice parts of an order separately. Buyer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1 1/2%) per month or at the highest rate allowed by law. Buyer may not deduct any amounts owing from any invoice. Any sales, use or other applicable tax is based on the location to which the order is shipped. In the event of a payment default, Buyer will be responsible for all of WWT’s costs of collection, including court costs, filing fees and attorney’s fees.

Shipment. Shipment and transportation charges will be in accordance with Seller’s shipping policy at the time of shipment. Title and risk of loss transfer to Buyer upon delivery of Products to the carrier. If Buyer directs Seller to bill transportation to a third-party account number or to ship “freight collect,” Buyer is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer’s carrier. Seller is not liable for any Buyer requirements not stated in these Sales Terms. Within three days of delivery Buyer must provide detailed notification to Seller of any visible damage. Buyer will notify Seller of any claimed shortages or discrepancies within 30 days of invoice or waives its right to such claim.

Export Sales. Buyer agrees that it will not export, re-export, directly or indirectly, any United States origin commodities, technology/technical data or software acquired from WWT, or any direct product of that technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the Bureau of Industry and Security Export Administration Regulations and the regulations of the Treasury Department's Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States; (iv) to any person or firm on any government agencies Restricted Party List, including, but not limited to the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license. In addition, manufacturers' warranties for exported products may vary or may be null and void for products exported outside the United States. WWT makes no representations regarding warranty coverage, compatibility or serviceability for Products that are used outside the United States.

Warranties

(a) **Products.** WWT is a reseller of information technology products, which includes hardware, software and firmware ("Products"). Buyer understands that WWT is not the manufacturer of the Products purchased by Buyer hereunder, and the only warranties offered are those of the manufacturer, not WWT. In purchasing the Products, Buyer is relying on the manufacturer's specifications and services descriptions only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the Products that may be provided by WWT.

(b) **Services.** With respect to any services provided by WWT ("WWT Services"), WWT represents and warrants that the WWT Services will be performed in a professional and workmanlike manner, in accordance with industry standards. Buyer acknowledges and agrees that, in some instances, WWT may act as a reseller of certain original equipment manufacturer ("OEM") services, such as maintenance, support and advanced services ("OEM Services"). WWT is not the provider of the OEM Services, and OEM Services are purchased pursuant to the terms and conditions offered by the provider of such services. Upon Buyer's request, WWT will obtain a copy of such terms from the provider. The OEM Services providers are not agents of WWT. The third party service provider is the only party responsible for providing OEM Services to Buyer. Buyer will look solely to the third party service provider for any loss, claims or damages arising from or relating to the purchase or provision of the OEM Services. Buyer hereby releases WWT and affiliates from any and all claims arising from or relating to the purchase or provision of any OEM Services. Services may be subject to tax.

(c) **Disclaimer.** WWT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. ALL INFORMATION IS PROVIDED TO BUYER "AS IS."

Indemnification. WWT is not responsible for and has no duty to defend, indemnify, or hold harmless Buyer, its affiliates or any other party, from or against any claims for breach of security, loss of data, or infringement of intellectual property rights related to the manufacture, sale or use of the Products or Services by WWT or its vendors. Buyer will indemnify, defend and hold harmless WWT and its vendors from and against any claim, demand, liability, cost or expense arising from: (a) Buyer's use, marketing, distribution or sale of products in a manner other than as specified in product/service descriptions or

specifications; (b) WWT's or its vendor's compliance with designs, specifications, or instructions provided by Buyer; or (c) Buyer's breach of these sales terms.

Software & Licensing. Software Product resold under these Sales Terms, as well as related maintenance or support services, will be governed by either the license agreement between Buyer and the original equipment manufacturer (OEM) or, if no such agreement exists, the OEM's standard license and support agreements, which WWT will forward to Buyer at the time of delivery of the Product, when provided to WWT by the OEM. WWT acknowledges that all such separate terms and conditions, rights and responsibilities by and between OEM and Buyer will pass to any order placed by Buyer hereunder, provided that Buyer acknowledges that WWT is not a party to any such terms between Buyer and OEM and Buyer agrees to look solely to the OEM for satisfaction of any and all license support claims or obligations related to that OEM's Product, but may request assistance from WWT with their claim, which assistance WWT shall use commercially reasonable efforts to provide.

Limitation of Liability. Neither WWT nor its affiliates will be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Neither WWT nor its affiliates will be liable for products not being available for use or for lost or corrupted data or software or the provision of OEM services. In no event will WWT's liability with respect to the purchase and sale of products, WWT services, OEM services, or otherwise under these sales terms exceed the dollar amount paid by customer for the product(s), WWT service(s) or OEM service(s) giving rise to the claim.

Force Majeure. WWT will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

Return Privileges

To request a Return Merchandise Authorization (RMA) number for a return and/or exchange, contact your WWT Sales Representative or enter a 'Return Request' via our Order Tracking Agent (OTA) at <https://www.wwt.com/eProcure/en/US/adirect/wwt>. This will expedite and help ensure the proper action or credit upon processing.

In order to expedite a return, please have the following information on hand when requesting an RMA number: Buyer number, invoice number, serial number, reason for return, action to take (replacement/repair/return/credit) and whether the box has been opened or is manufacturer sealed. Click [here](#) to request an RMA online.

WWT will not accept any return without a valid RMA number and will be refused at the sender's expense.

Requests for RMA numbers must be made within 30 days of the invoice date.

Please return all products 100% complete including all original manufacturer boxes with the UPC code and packing materials, all manuals, blank warranty cards, accessories and any other documentation included with the original shipment. RMA approval is contingent upon, among other things, the products being 100% complete. All opened products are subject to denial.

All opened yet authorized returns, are subject to a 15% restocking fee.

Buyer is responsible for shipping charges to WWT's distribution center for all products being shipped for return, exchange or replacement. Products exchanged or replaced will be shipped by WWT to Buyer, at WWT's expense, using the same shipping method as was used by Buyer to ship the original products back to WWT.

Buyer is responsible for all risk of loss and damage to products being shipped for return, exchange or replacement. Please fully insure return shipment in case of loss or damage. Please use a carrier that is able to provide you with proof of delivery such as UPS, Federal Express or Airborne Express. This is for your protection as well as to ensure quick action on your return.

Return privileges vary by manufacturer. Please contact WWT Sales Representative for details.

Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Damaged Product. If Buyer receives damaged products, please refuse the products upon original delivery attempt. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Please save the product and the original box and packaging and notify WWT immediately to arrange for a carrier inspection and a pick up of damaged products.

Please notify WWT Buyer Service at 1-800-432-7008 (Monday through Friday 8:00AM - 5:00PM Central Standard Time) WITHIN THE FIRST 10 DAYS of receipt and identify the damaged products. Timely receipt of this information is necessary for WWT to file a damage claim.

Restrictions. Buyer may not alter or modify the Products in any way or combine the Products with any other product or material not authorized by Seller and the applicable Product Vendor. All Products delivered to Buyer may have additional restrictions on their distribution or use. Buyer is solely responsible for ensuring its adherence to any and all such restrictions.

Relationship. Buyer and Seller are independent contractors. Nothing stated in these Sales Terms will be construed as creating the relationship of employer/employee, franchisor/franchisee, partners or principal/agent between the parties. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.

Governing Law. These Sales Terms (and any agreement into which they are incorporated) will be construed, interpreted and enforced exclusively under and in accordance with the laws of the State of Missouri, excluding its conflicts of law rules. The parties agree to and submit to personal jurisdiction and venue in the state courts of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Sales Terms.

Notices. All notices, requests, demands, and other communications must be in writing and may be given by (i) personal delivery, (ii) registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of the party, at its official corporate address, or (iii) email to [seller] subsequently to be confirmed in writing (including by email). Notices to Seller will be sent to: Seller, [address] Attn: Legal Department.

Publicity. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents relating to these Sales

Terms, the relationship between Seller and Buyer, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

Assignment. Buyer may not assign or delegate its rights or duties under these Sales Terms, by operation of law or otherwise, in whole or in part, without the prior written consent of Seller. Any change of control of Buyer will be deemed an assignment. Any attempted assignment without that consent will be null and void without any force or effect.

Validity. If any provision of these Sales Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected. Failure or delay of either party to exercise a right under these Sales Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The parties agree to use electronic signatures and that their respective electronic signatures will be legally enforceable.

U.S. Government.

WWT is a distributor and Value Added Reseller of Commercial Items as defined in FAR 2.101. Only those FAR and DFAR clauses which are required to be inserted in subcontracts for Commercial Items and which the OEM has agreed will apply to these Sales Terms. Accordingly, WWT is exempt from the Cost Accounting Standards under 48 CFR 9903.201-1(b)(6).

- **License Terms:** Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, end user(s) must accept the terms of all End-User-License-Agreement(s), Terms of Service, Terms of Sale, Support Terms, Maintenance Terms and similar legal instrument(s) (collectively, “EULA”), prior to using any products and services provided by WWT.
- **Regulatory Compliance:** WWT relies solely on the information provided by the Manufacturer, its Distributor(s), Licensor(s), and Service Provider(s) when completing and complying with any representations and certifications, reporting requirements and regulatory compliance matters related to the deliverables. These include:
 - The Trade Agreements Act (“TAA”) compliance status of the items listed on the quote is the most current information available from the Manufacturer.
 - Electronic & Information Technology (“EIT”) Accessibility Requirements of Section 508 of the Rehabilitation Act of 1973 (“Section 508”). Upon request, WWT will request a Manufacturer’s Voluntary Product Assessment Template (“VPAT”) that discloses compliance with Section 508.
 - WWT must separately acknowledge compliance with additional requirements such as Energy Star, EPEAT, IPv6, NIST, FIPS, FISMA, HIPAA, and similar requirements.
 - WWT offers no certifications, whether expressed or implied, as to the accuracy or completeness of the information provided by the Manufacturer.
- **Counterfeit Parts:** To meet Counterfeit Electronic Parts Detection & Avoidance System requirements, WWT sources exclusively from the Manufacturers or Manufacturer Authorized Distribution channels.
- **Conflict Minerals:** WWT is a privately held Value Added Reseller of Technology hardware, that provides its own logistics and professional services, and is not subject to Section 1502 of the Dodd-Frank Act (“Section 1502”). WWT will, upon written request, provide a reporting template to any non-public Manufacturers that are not already participating in programs to avoid the use of conflict minerals in compliance with Section 1502.
- **Executive Compensation Reporting:** WWT’s revenue from Federal sources in the prior fiscal year did not exceed the threshold in FAR 52.204-10(d)(1)(i)(a), exempting WWT from the executive compensation reporting requirements of FAR 52.204-10.

Survival. No termination of these Sales Terms will affect any rights or obligations of either party: (i) which are vested pursuant to these Sales Terms as of the effective date of such termination; or (ii) which, by their sense and context are intended to survive completion of performance or termination of these Sales Terms, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

Entire Agreement; Amendment. These Sales Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. These Sales Terms may only be amended by written agreement of Buyer and Seller.



October 27, 2023

Carol Harting
Contracts Manager
World Wide Technology
1 World Wide Way
St. Louis, MO 63146
Email: Carol.Harting@wwt.com

Re: Renewal Award of Contract # R210407

Dear Ms. Harting:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that World Wide Technology has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 19, 2021, and subsequent performance thereafter:

Contract

Technology Solutions, Products, and Services

The contract will expire on May 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between World Wide Technology, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Robert Zingelmann". The signature is written in a cursive style.

30EE15BFEF1C4C6...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

World Wide Technology Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 4 ESC - TX

Contract Number: R210407

Initial Term: June 1, 2021 to May 31, 2024

Renewal Options: Option to renew for two (2) additional one-year periods through May 31, 2026

RENEWED THROUGH May 31, 2025

Not Available in New Jersey

Executive Summary

- Executive Summary
- Product Pricing
- Specialized OEM Pricing

Region 4 ESC

Contract # R210407

for

Technology Solutions, Products, and Services

with

World Wide Technology

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and World Wide Technology, effective June 1, 2021:

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



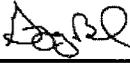
Receipt of Addendum No. 1 Acknowledgement

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name World Wide Technology, LLC

Contact Person Gregg Brush

Signature 

Date January 19, 2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

**TAB 1 – Contract and Offer and Contract Signature
Form
Appendix A**

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 27, 2021 by and between World Wide Technology ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, 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 term of the Contract is for a period of three (3) years unless terminated, ~~cancelled~~ or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 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).

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- 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~~ thirty (30) 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 materially 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 upon~~ thirty (30) days written notice 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; outbreaks, quarantines, epidemics or pandemics; 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

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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 ~~30-60~~ business days after the other party receives the notice of cancellation. After the ~~30th-60th~~ 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

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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.

~~Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). 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/Discount 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. Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual 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.

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- 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 Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE 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 any third party claims of death, personal injury or property damage resulting from the actions-gross negligence or willful misconduct 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. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT.

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INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES,
HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF
THE POSSIBILITY OF SUCH DAMAGES.

- 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 (Appendix A)

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 World Wide Technology

Address 1 World Wide Way

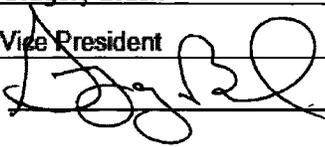
City/State/Zip St. Louis, MO 63146

Telephone No. 314-374-0601

Email Address greg.brush@wwt.com

Printed Name Gregory Brush

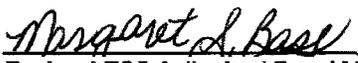
Title Vice President

Authorized signature 

Accepted by Region 4 ESC:

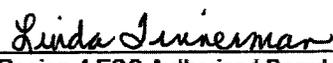
Contract No. R210407

Initial Contract Term June 1, 2021 to May 31, 2024


Region 4 ESC Authorized Board Member

4/27/2021
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

4/27/2021
Date

Linda Tinnerman
Print Name

Appendix B – Terms and Conditions Acceptance Form

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

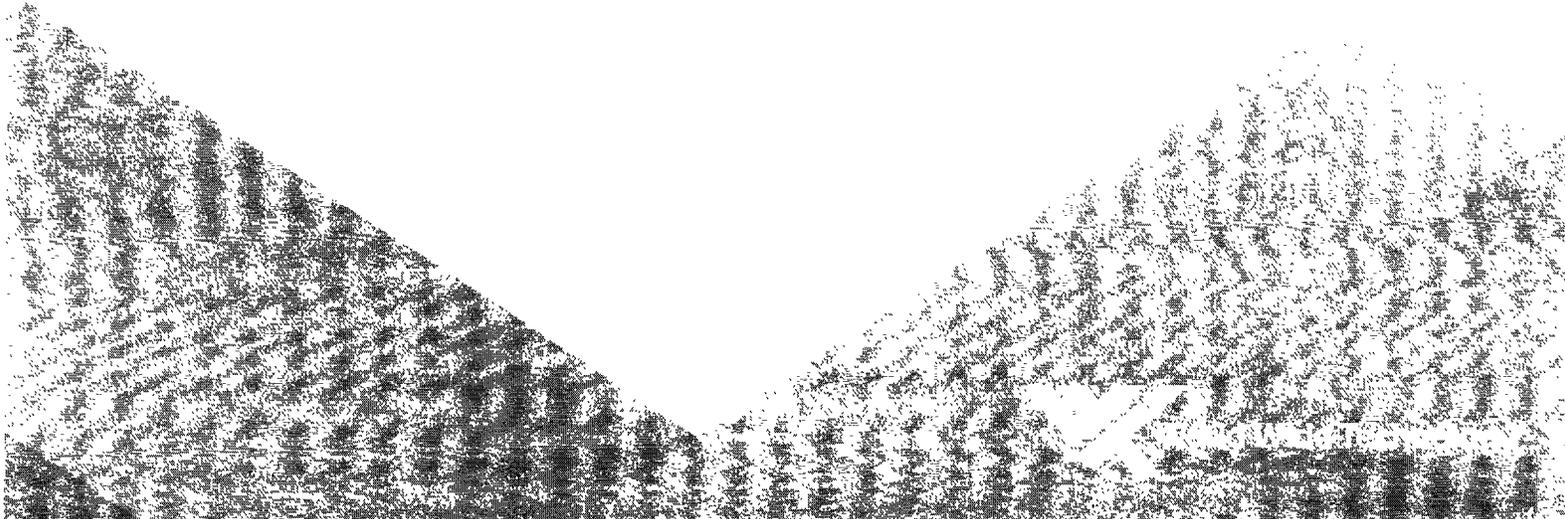
If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
APPENDIX A DRAFT CONTRACT Page 16	11) TERMINATION OF CONTRACT, a) Cancellation for Non-Performance or Contractor Deficiency	Upon receipt of a written deficiency notice, Contractor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, b) Termination for Cause	If, for any reason, Contractor materially 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 upon thirty (30) days written notice and pursue all other applicable remedies afforded by law.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, d) Force Majeure	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	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; 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.	
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, e) Standard Cancellation	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 60 business days after the other party receives the notice of cancellation. After the 60th business day all work will cease following completion of final purchase order.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	17) Price Adjustments	Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Contractor shall offer Region 4 ESC any published Discount during the Contract term.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	18) Audit Rights	Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual 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.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	22) Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE.	
APPENDIX A DRAFT CONTRACT Page 20	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 any third party claims of death, personal injury or property damage resulting from the gross negligence or willful misconduct 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. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	Accepted

TAB 2 – Products/Pricing



2.0 Products/Pricing

A. Product Price List

- 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.*

WWT is offering a variety of Manufacturers which fall into the 6 Categories posed in the RFP, 1. Computer Systems, 2. Monitors, 3. Network Equipment, 4. Services, 5. Peripherals, 6. Software and Licensing. We have displayed the pricing by OEM and product category in the below listed chart. Additionally, as a Value-Add WWT is offering all other OEM's available at a 2% Discount off List.

WWT will be offering the following product and services pricing, which is a fixed discount percentage off Manufacturers List prices (MSRP).

Palo Alto Networks		Discount off List
Hardware		20%
Subscriptions		15%
Support		10%
RedLock, Twistlock & Demisto		5%
Labor / Professional Services		0%
Cisco		Discount off List
Hardware and Software (on premise)		35%
Cloud Services		10%
Service Packages (i.e., Maintenance, etc.)		10%
Training		0%
Non-SOW Cisco Services (i.e. Advanced, etc.)		0%
Netapp		Discount off List
Hardware		16.50%
Services/Subscriptions		16.50%

Pure Storage		Discount off List
Hardware		41%
Services/Subscriptions		13%
Planar		Discount off List
LED Video Wall		10%
LCD Video Wall		10%
Large Format		10%
Transparent OLED		10%
Desktop & Touch		5%
Rear Projection Wall Video		10%
Media Player		10%
Software Players		10%
IR Prognosis		Discount off List
Subscription Software		15%
Services		0%
Stress Test Services		5%
ISI		Discount off List
Subscription 1 yr		10%
Subscription 3 yr		12%
Subscription 5 yr		14%
Cinnemassive		Discount off List
Core Product		5%
Core Services		5%
Additional OEM's		Discount off List
All other OEM's available from WWT		2%

Additionally, WWT is offering the following categories for Professional and Integration Services. WWT reserves the right to review and evaluate labor and integration rates on an annual basis for price adjustments.

WWT NAIC Rates for Staging, Configuration, Imaging, Asset tagging and Testing	
Description	Per Device Cost
NAIC Integration Base charge for Laptop, PC, Tablets (Up to first 20 devices)	\$127.45
NAIC Integration Add-On charge for Laptop, PC, Tablets (additional devices when purchased with the first 20)	\$43.55
NAIC Integration Base charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (Up to first 20 devices)	\$110.30
NAIC Integration Add-on charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (additional devices when purchased with the first 20)	\$26.45
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (Up to first 10 devices)	\$366.40
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (additional devices when purchased with the first 10)	\$198.80
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (Up to first 5 devices)	\$627.00
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (additional devices when purchased with the first 5)	\$291.60

Please note that the Professional Services hourly rates provided below are based on not to exceed and additional discounts maybe available based on duration and other factors.

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Architect	Solution Architect - All Technologies	\$284.00
	Network Engineer	\$197.00
Network	Network Engineer > 6 months FTE	\$148.00
	Sr. Network Engineer	\$264.00
	Sr. Network Engineer > 6 months FTE	\$199.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Cloud	Cloud Engineer	\$195.00
	Cloud Platform Architect	\$234.00
	Cloud Application Architect	\$217.00
Data Center	Data Center Engineer	\$197.00
	Data Center Engineer > 6 months FTE	\$148.00
	Sr. Data Center Engineer	\$257.00
	Sr. Data Center Engineer > 6 months FTE	\$194.00
EUC	End User Computing Engineer	\$166.00
	End User Computing Engineer > 6 months FTE	\$142.00
	Sr. End User Computing Engineer	\$201.00
	Sr. End User Computing Engineer > 6 months FTE	\$173.00
Security	Security Engineer	\$204.00
	Security Engineer > 6 months FTE	\$157.00
	Sr. Security Engineer	\$268.00
	Sr. Security Engineer > 6 months FTE	\$202.00
	Security Consultant	\$265.00
	Principal Security Consultant	\$339.00
Wireless	Wireless Engineer	\$204.00
	Wireless Engineer > 6 months FTE	\$154.00
	Sr. Wireless Engineer	\$236.00
	Sr. Wireless Engineer > 6 months FTE	\$178.00
Voice	Unified Communications Engineer	\$204.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Unified Communications Engineer > 6 months FTE	\$154.00
	Sr. Unified Communications Engineer	\$261.00
	Sr. Unified Communications Engineer > 6 months FTE	\$197.00
	Sr. Contact Center Engineer	\$300.00
	Sr. Contact Center Engineer > 6 months FTE	\$226.00
PMO	Program Manager	\$273.00
	Program Manager > 6 months FTE	\$210.00
	Project Manager	\$229.00
	Project Manager > 6 months FTE	\$176.00
	Project Coordinator	\$111.00
	Project Coordinator > 6 months FTE	\$86.00
Technology & Business Advisory	Technology Advisory Services - Enterprise Architect	\$302.00
	Technology Advisory Services - Consultant	\$211.00
	Technology Advisory Services - Lead Consultant	\$299.00
	Technology Advisory Services - Principal Consultant	\$316.00
	Business Analytics Advisor - Consultant	\$190.00
	Business Analytics Advisor - Data Scientist	\$160.00
	Business Analytics Advisor - Sr Consultant	\$278.00
	Chief Technology Advisor	\$350.00
Digital Strategy	Digital Strategy - Digital Client Director	\$270.00
	Digital Strategy - Strategist	\$294.00
	Digital Strategy - Technologist	\$213.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Digital Strategy - UX Creative Consultant	\$119.00
	Digital Strategy - UX Creative Directory	\$203.00
Training & Adoption Services	Trainer	\$117.00
	Sr. Trainer	\$237.00
Layer 1	Layer 1 Technician	\$135.00
Application Development	Agile Business Analyst	\$170.00
	Agile Coach	\$306.00
	Agile Delivery Manager	\$327.00
	Agile Delivery Lead	\$254.00
	Agile Delivery Staff	\$88.00
	Agile Software Engineer	\$207.00
	Agile UX Consultant	\$154.00
	Agile UX Frontend Engineer	\$167.00
	Agile UX Mentor	\$229.00
	Agile QA Analyst	\$142.00
	Agile QA Engineer	\$160.00
Agile Product Owner	\$255.00	

B. Electronic Catalog

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).

WWT is offering this following OEMs with the included price files.

- Palo Alto
- Cisco
- Netapp
- Pure Storage
- Planar
- IR Prognosis
- ISI
- Cinnemassive

C. Pricing Availability

iii. Is pricing available for all products and services?

WWT is providing pricing as a percentage off MSRP for all OEM products and services listed in section 2.0 Products/Pricing. Additionally, WWT is offering OMNIA Partners pricing for all manufacturers we have access to resell via our OEM partners and Distribution channels.

D. Lease/Rental Options

iv. Describe lease/rental options available including financing information

WWT offers competitive leasing options with reasonable end-of-lease terms and conditions providing the flexibility to efficiently acquire, update and replace equipment. These options enhance customer business value by bridging the gap between technology requirements and fiscal planning.

World Wide Technology Financial Services provides our largest enterprise and public sector customers with customized payment structures based on their current business strategies and future visions. Our programs include payment plans for hardware, Enterprise License Agreements (EAs), software, services and maintenance. We take into consideration cash flow, annual budget availability and in-production timelines. We partner with large strategic OEM funding partners, banks and independent partners.

Program Basis:

- Funding Commencement based upon capital outlay vs. budget/revenue realized
- Terms: 24 months to 60 months
- Payment Terms: monthly, quarterly or annually
- Transaction Size: \$250K to \$300M
- Available Structures: Capital, FMV-Refresh, Delayed Payment Start Dates and Step Payments
- Reorganization of Capital: Payment Options for Pre-Purchased IT hardware, maintenance and EAs
- Simplified Documentation
- WWT coordinates all aspects of the transactions

E. Shipping Charges

v. Describe any shipping charges.

Shipping point is FOB Destination, except for Hawaii and Alaska, which is Origin. Shipping charges will also be added for expedited shipping.

F. Pricing Warranties

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

All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC and OMNIA Partners any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. Except as set forth herein or in an applicable SOW, the foregoing are the sole and exclusive warranties given by contractor and are in lieu of and exclude all other express or implied warranties or conditions arising by operation of law or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. Contractor does not warrant the result of any professional service or that the professional service will meet Region 4 ESC's requirements or that any deliverable be error-free.

G. Return and Restocking Fees

vii. Describe any return and restocking fees.

Products may only be returned or cancelled in accordance with the applicable manufacturer's return policy. Out of Policy requests are subject to acceptance by OEM and a restocking fee may apply. In the event of approval of a return request, (i) any allowed outgoing prepaid freight costs will apply, (ii) all returns must be shipped freight prepaid at Customer's expense, and (iii) Customer must pay WWT's return charge. Customer may cancel orders only upon reasonable advance written notice and upon WWT's approval and payment to WWT of WWT's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by WWT and a reasonable profit thereon. WWT's determination of such cancellation charges shall be conclusive.

H. Additional Discounts or Rebates

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.

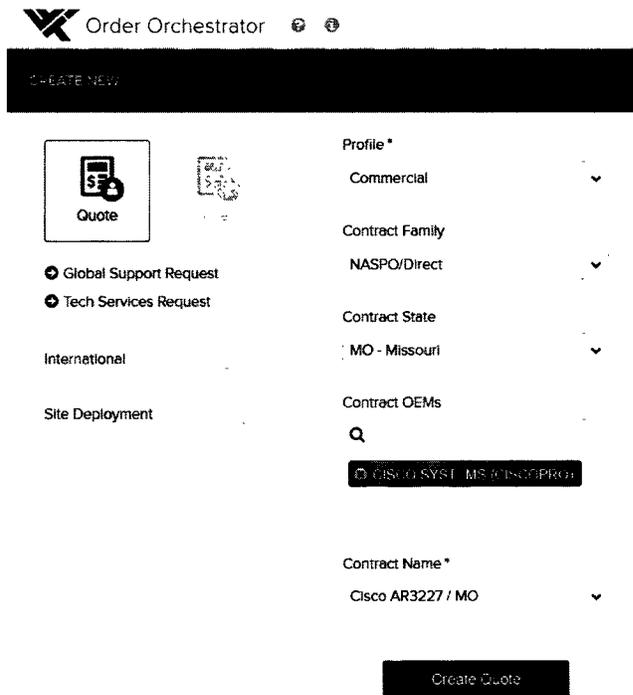
WWT will strive to offer additional quantity or volume discounts on various manufacturers. We will work with procurement officers as well on specific large projects based on the details, customization and potential for discounted pricing based on large volume. Payment Methods and Contract Pricing

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Each quote provided to customer will include the assigned Omnia contract number listed. Each quote will also be validated by a dedicated Inside Sales Representative to confirm pricing is current, accurate, and compliant with the contract.

An example of this process is provided below of how the contract will be set up in ORCHA our internal quote system.

WWT will accept payments via Purchase order or credit card.



The screenshot shows the 'Order Orchestrator' interface. At the top, there is a 'CREATE NEW' button. Below it, there are several options: 'Quote' (selected), 'Global Support Request', 'Tech Services Request', 'International', and 'Site Deployment'. To the right, there are dropdown menus for 'Profile *' (Commercial), 'Contract Family' (NASPO/Direct), 'Contract State' (MO - Missouri), and 'Contract OEMs' (Cisco AR3227 / MO). A search bar is visible with the text 'CISCO SYST. MS & ISOCPRG'. At the bottom, there is a 'Create Quote' button.

Contract #

[View Reference Guide](#)

Cisco AR3227 / MO - AR3227-MO

Each customer's quote will reference the contract number as shown below.



Sales Quotation

Quote # 5496507.3
 Quote Date JAN-10-2021
 Expiration Date FEB-09-2021
 Quote Name Hazelwood E-Rate - Network Refresh - HW East HS
 Contract AR3227-MO
 Exp Date: 09/30/2024

Submitted By

ISR Michelle E. Cook
 (314) 919-1446
 Shelley.Cook@wwt.com

Our quote output will show the discount provided at the line-item level per manufacturer on a contract quote.

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	UNIT PRICE	DISC %	CURT. PRICE	EXT. PRICE
1	C9120AXI-B-EDU	CISCO SYSTEMS (CISCOPRO)	134	\$1,700.93	66.12%	\$576.30	\$77,224.20
	Description: Cisco Catalyst 9120AX Series - EDU						
2	NETWORK-PNP-LIC	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Network Plug-n-Play Connect for zero-touch device deployment						
3	AIR-AP-T-RAIL-R	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Ceiling Grid Clip for APs & Cellular Gateways-Recessed						
4	SW9120AX-CAPWAP-K9	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Capwap software for Catalyst 9120AX						

I. Frequency of Updates to Pricing Structure

- x. 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.*

WWT proposes a catalog contract with discounts by product category that we will hold firm for the term of the contract. Upon request for quote under the contract, we will meet the minimum discounts and provide additional discounts as appropriate. We will follow a technology refresh process to add new product categories and new proposed minimum discounts to the catalog.

J. Future Product Introductions

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.*

WWT will align pricing for any new product introductions in comparison to the established pricing structure per category type. If new product categories are created that are not in the current category pricing structure, WWT will work with Region 4 ESC and OMNIA Partners and the manufacturers to determine a category discount that follows the current price structure and will continue to be the same or better than pricing offered to other Public Agencies.

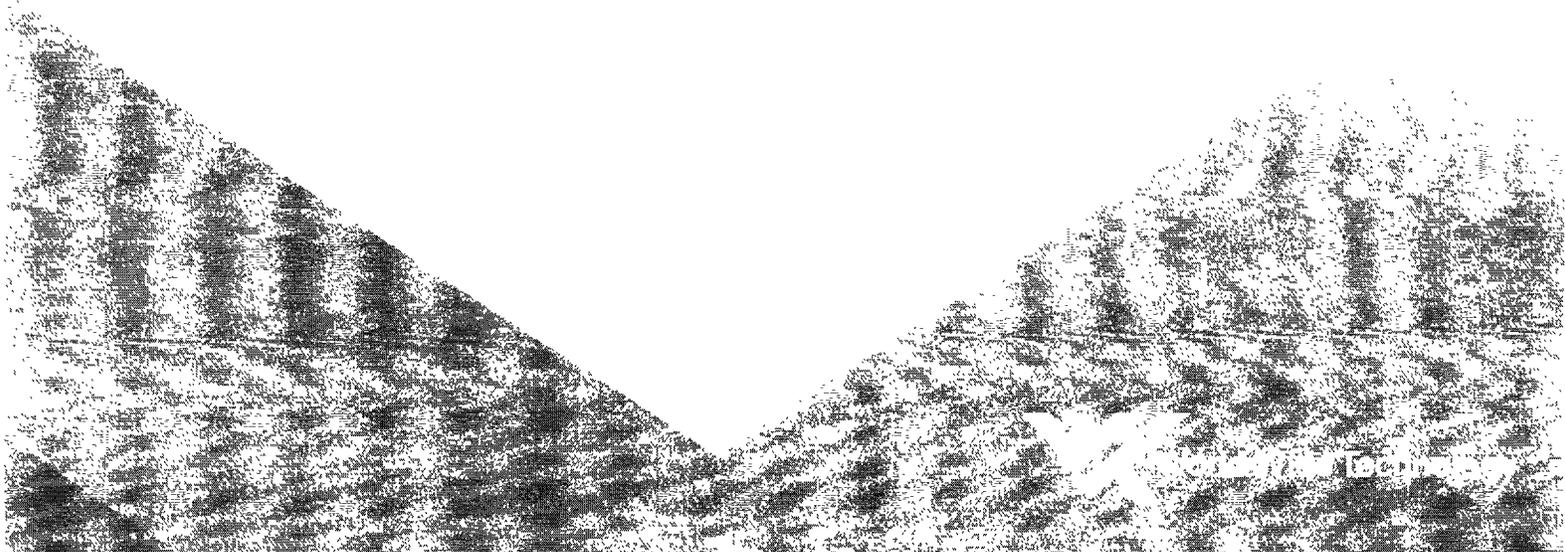
K. Additional Information

xii. Provide any additional information relevant to this section.

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

WWT agrees to provide Not to Exceed pricing to Region 4 ESC for the term of this OMNIA partners contract. Pricing will not be fixed and will not be cost plus pricing.

TAB 3 – Performance Capability



Appendix D, Exhibit A – Response for National Cooperative Contract

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

3.0 Appendix D – Supplier Response

3.1 Company Information

A. Brief History and Description

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

Founded in 1990, as a Minority Owned Business, World Wide Technology (WWT) has grown from a small product reseller into a global systems integrator with \$13 billion in annual revenue and more than 6,000 employees throughout the world. WWT brings an innovative and proven approach to how organizations explore, evaluate, architect and implement multi-vendor solutions. With limited resources and the continuous evolution of technology, organizations’ IT staff members are often constrained to evaluating one-off, emerging technology products. WWT recognized this problem and built an IT innovation ecosystem to eliminate the pain of evaluating new technology and help our customers reach their desired outcomes.

For more than 30 years, we have educated companies on how technology can drive efficiency and scale within their organizations. Our early experience with architecting complex infrastructure solutions established credibility within organizations, but it was our willingness to look beyond the technology and drive to an organization’s desired business outcomes that solidified WWT as a trusted consultative partner. This shift has resulted in WWT taking the lead on transformation initiatives for numerous Fortune 500 companies and government entities.

Below is an outline of WWT’s full services portfolio.



SERVICES PORTFOLIO

Consulting	Digital	Application	Lab	Infrastructure	Supply Chain	EA / ELA Optimization	Strategic Resourcing
Analytics Cloud Enterprise Architecture Multi-cloud Security	AI Customer Experience Data Analytics Digital Business Consulting Industry Vertical Workforce Experience	Application Lifecycle Management Agile Development Cloud-native App Services DevOps Software Staffing	Automation E-Lab Lab-as-a-Service Multi-OTM Simulation On-demand Environment Proofs of Concept Testing	Cloud Data Center Disaster Recovery Edge Managed Network Multi-Cloud Network Security	Global Planning Shipping and Logistics Just-in-Time Delivery Order Management Complete Program Outsource	Regulatory Services Risk Management Process Consulting Process Improvement Suboptimal Services	Application Dev & Support Multi-Cloud Program Staffing Security, Physical, Mobility Short-Term Resource Enterprise Program SP-IT-Cloud Fund/Built SP-IT-Cloud Fund/Built SP-IT-Cloud Fund/Built

World Wide Technology | POWERED BY ATC AND GLOBAL COMMAND CENTER | #SiliconValleyinTX

Our Principal Capabilities

Core Partnerships

Region 4 ESC and OMNIA Partners will benefit from WWT's partnerships with the world's leading technology manufacturers and maintain the highest levels of certification to offer customers hardware and software solutions that drive and improve their business. These manufacturers can be evaluated in our Advanced Technology Center (ATC) and range from Silicon Valley heavyweights like Cisco, VMware, NetApp, Dell EMC, HPE and several others, to emerging technology players like Tanium and Dedrone. Individually these companies are impressive, but when integrated with WWT, we create game-changing solutions for Region 4 ESC and OMNIA partners.

Our top OEM partners are listed below:



#1 Global Partner



#1 Partner



#1 Partner



Core Technology

Networking

Never before has the customer's network been so closely tied to a company's business outcomes. Employees and customers must be able to securely and seamlessly access applications and data—anytime, anywhere, regardless of where those applications and data live. WWT takes a holistic approach to networking that simplifies the complex, maximizes IT investment which will help Region 4 ESC and OMNIA Partners thrive in environments that demand constant connection. This focus area includes:

- Application Delivery Controllers
- Campus and LAN Switching
- Cloud Networking
- Data-center Networking
- Software-defined WAN (SD-WAN)
- Wireless Access and Mobility

Data Center

The data center concept is undergoing radical transformation. Exponential data growth and the need to process and deliver larger volumes of data across organizations requires a new approach. Region 4 ESC and OMNIA Partners can benefit from smarter solutions for optimizing on-premise workloads and scaling infrastructure while reducing their data-center footprint and simplifying IT operations. This focus area includes:

- Cloud Data Management
- Converged Infrastructure
- Hyper-converged Infrastructure (HCI)
- Primary Storage
- Secondary Storage
- Server Infrastructure

Automation and Orchestration

IT operations, development and cloud teams need a better way to work together. Automation and orchestration can help teams overcome the roadblocks that lead to inefficient service delivery. Region 4 ESC and OMNIA Partners are able to eradicate human error, achieve new levels of efficiency and reclaim time for innovation. This focus area includes:

- Application Performance Monitoring and Artificial Intelligence for IT Operations (AIOps)
- Cloud Management
- Infrastructure Automation

Digital Strategy

Through digital strategy, Region 4 ESC and OMNIA Partners can differentiate and transform their business with software that produces improved user experiences, attracts new clients and increase customer value. Region 4 ESC and OMNIA Partners can adopt a more data-driven culture that uses robust data sets to inform decision making, resulting in a more agile organization that swiftly maneuvers to meet market demand. This helps organizations to seamlessly integrate data and insights into new business policies and processes to enhance productivity and security. This focus area includes:

- Data Analytics and Artificial Intelligence (AI)
- Internet of Things (IoT)
- Software-delivery Processes
- Software Engineering

Digital Workplace

As Region 4 ESC and OMNIA Partners create work experiences that are connected, collaborative and productive, WWT is ready to assist. Supporting today's always-on and highly mobile workforce means more than just equipping employees with desktops, laptops and mobile devices configured with the latest software and tools. To create sustainable improvements in workforce productivity, organizations must

invest in modern workspaces, enable next-generation meeting capabilities, understand and support agility, and aspire to a vision of collaborative and secure teamwork. This focus area includes:

- Contact Center
- Desktop Migration
- End-user Computing
- Next-generation Meetings
- Unified Communication and Collaboration

Multicloud Architecture

Realizing near- and long-term value from Multicloud solutions requires a combination of strategy, agile software development and implementation services that span private, hybrid and public cloud environments. WWT will help Region 4 ESC and OMNIA Partners safely migrate and modernize critical workloads and data centers at any stage of their cloud transformation journey. This focus area includes:

- Cloud Services Strategy
- DevOps
- Hybrid Cloud Platforms

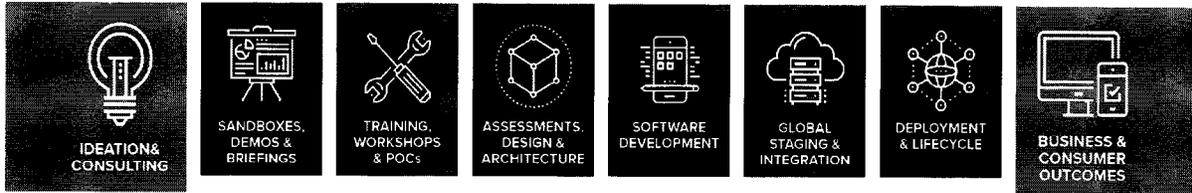
Security Transformation

WWT will enable Region 4 ESC and OMNIA Partners protect their reputation, business assets and intellectual property with a holistic security approach. You will have the ability to connect business goals and objectives to technical solutions, mature your security posture to prepare for new and existing threats, and achieve more effective outcomes while aligning with overall enterprise-architecture efforts. This focus area includes:

- Cloud Security
- Endpoint Security Architecture
- Enterprise Segmentation
- Identity and Access Management
- Next-generation Firewall Platforms
- Security Architecture

Core Services

WWT leverages the Idea-to-Outcome methodology to deliver services. The central premise is to establish an environment that allows Region 4 ESC and OMNIA Partners to push themselves past the status quo and disrupt their legacy way of doing business. WWT first helps stakeholders to articulate their ideas, then refines the scope to a viable solution, and finally creates a business and technology roadmap to quickly deliver the desired results and fully optimize the investment.



This is WWT’s unique value—the ability to lead organizations through the planning and execution phases of their transformation.

WWT has aligned our services offerings with our core technology disciplines. Using our proprietary tools and methodology, we deliver high-quality technology solutions with seasoned professionals who have years of field experience and hold the top certifications from major OEMs. Our professionals will consult with Region 4 ESC and OMNIA Partners, perform assessment and design work, develop and deploy complex solutions, and work with Region 4 ESC and OMNIA Partners to fully adopt the technology and maximize business outcomes.

Supply Chain and Integration Services

Rapidly deploying technology is a must for Region 4 ESC and OMNIA Partners to keep up with customer demands. We work at each step of the supply chain lifecycle to delimit product lead times, provide just-in-time availability, reduce on-site integration and allow for visibility throughout the project lifecycle. WWT can deploy complex multi-vendor solutions at scale for Region 4 ESC and OMNIA Partners whenever and wherever needed. We offer the following services:

- Configuration and Imaging
- System and Data Center Staging
- Custom Cabling
- Rack and Stack
- Burn-in and Testing
- Custom Crating, Packaging and Asset Management

Maximizing the use of capital investments at your organization is the best way to deliver returns among your workforce and your customers. Simplifying IT deployments at the procurement and staging phase of your project is the best way to achieve that goal.

Infrastructure Services

WWT's global infrastructure planning and deployment services deliver thousands of projects each year. From employing industry-standard methods at hundreds of sites to leveraging complete enterprise design services, customers trust our infrastructure experts to assess the technology they have today and design the solutions they need for tomorrow. Region 4 ESC and OMNIA Partners will benefit from access to WWT's 24/7/365 Command Center and certified engineers to execute seamless multi-site, complex IT implementations.

- Site Surveys
- On-site Deployment
- Project Management
- Detailed Project Documentation

Supported technologies:

- **Network Solutions**
 - Application Delivery Controllers
 - Cloud Networking
 - SD-WAN
 - Campus and LAN Switching
 - Data Center Networking
 - Wireless Access Mobility
- **Security**
 - Cloud Security
 - Enterprise Segmentation
 - Next-generation Firewall Platforms
 - Endpoint Security Architecture
 - Identity and Access Management
 - Security Architecture
- **Data Center**
 - Cloud Data Management
 - Hyper-converged Infrastructure (HCI)
 - Primary Storage
 - Secondary Storage
 - Converged Infrastructure
 - Server Infrastructure
- **Collaboration**

- Contact Center
- End-user Computing
- Desktop Migration
- Next-generation Meetings

Consulting Services

WWT will help Region 4 ESC and OMNIA Partners meet strategic goals, align assets to business value and increase their return on technology investments. These services are provided for:

- Digital Strategy
- Business Analytics and Artificial Intelligence
- Enterprise Architecture
- Multicloud
- Security

ATC Lab Services

Our Advanced Technology Center is a testing and research lab like no other. Region 4 ESC and OMNIA Partners can use our ATC and associated lab services to quickly test and evaluate products from thousands of manufacturers in secure, customized environments. Our virtual lab connects our engineers to the ATC when they are working at your site. This portal makes it easier for your team, WWT engineers and our partners to collaborate, design and test solutions in sandbox environments that are available 24/7. Services offered include:

- Product Comparisons
- Product Benchmarking
- Design Validation
- Functionality Testing
- Lab as a Service
- Proof of Concept

Users can cut their proof-of-concept time from months to weeks, if not days, by leveraging the ATC's testing and automation infrastructure.

Application Services

Region 4 ESC and OMNIA Partners will be able to attract and retain customers and employees with custom software and applications. Our outcome-based approach delivers customer value early and often, captures feedback to guide decision making, and produces solutions that positively and measurably impact your business. Available services in this area include:

- Agile Software Development
- Platform Integration

- Agile Coaching and Technical Mentoring
- DevOps
- Cloud-native Application Services
- Software Staffing

WWT can help you work collaboratively to find the optimal way to create software and software teams that deliver value early and often. The applications are easy to use, well-architected and organized to maximize future expandability.

Strategic Staffing

WWT has more than two decades of experience finding the right people to work on projects that span every aspect of our customers' business. We know that sourcing the right talent is about more than filling gaps. That is why we take the time to meet with the hiring team to understand the role needed and your organization's culture. We find fully screened consultants quickly and efficiently, and our consultants are backed by advanced technology engineers and our 24/7/365 Technical Service Center. Features of our staffing services include:

- Global Resource Pool
- Technical Evaluation by Resident Engineer
- Ongoing Resource Training and Development
- Reachback to Technical Labs and Engineers
- WWT or Customer-managed
- Access to Cleared Resources for Secret and Top-Secret Programs

WWT is ready to deliver pre-screened, trained IT professionals, and ready to meet the mission-critical objectives for Region 4 ESC and OMNIA Partners.

Who We Serve

Region 4 ESC and OMNIA Partners can be confident you are choosing a partner with the experience and dedication necessary to provide the requested services. In support of our vision to be the best technology solution provider in the world, WWT dedicates resources and tailors products and services to meet the needs of commercial enterprises; federal, state and local government agencies; educational institutions; and service providers. We continue to stand by our goal of building and developing WWT intellectual property, products and reference architectures to create differentiated value for our company, customers and partners.

Global Commercial Enterprise

WWT conducts business with more than 70 Fortune 100 companies, ranging from financial institutions and healthcare providers to manufacturers, retailers, and utility companies.

Public Sector

Federal Government

WWT offers IT procurement, logistics, software development, and program management to a range of federal agencies and departments, including the Department of Justice and the Department of Defense. For 30 years, WWT has fulfilled products and services for a range of public engagements governed by Blanket Purchase Agreements; Indefinite Delivery, Indefinite Quantity contracts; GSA Multiple Award Schedules and various other agency-specific contracts.

State and Local Government

WWT has more than 30 years of experience helping state and local government agencies to innovate. Our experience spans a variety of agency functions and missions, including transportation, social services, public safety, administration, and information technology. We hold numerous state contracts for the procurement of products and services.

Education

WWT works with K-12 school districts and higher education institutions nationwide to provide advanced technology solutions ranging from remote learning and collaboration to high-speed wireless networks that support mobile devices across campuses. We also provide network and physical security solutions to promote student and staff safety and security. WWT works on E-rate and non-E-rate-funded projects.

B. Total Number and Location of Salespeople

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

C. Number and location of Support Centers

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

WWT's main office is our global headquarters at 1 World Wide Way, St. Louis, MO 63146. Over the course of this project, we may have resources from different satellite offices nationwide that will perform work. WWT has more than 25 offices located throughout the country, including in Alaska and Hawaii, which we would be able to leverage as needed to provide more localized resources. On the following page, please find a list of our top 13 support centers and a headcount of our sales staff.



	Location	Address	Phone	Number of Sales Persons
1.	WWT Global Headquarters	1 World Wide Way, St. Louis, MO 63146	314-569-7000	~50
2.	Phoenix, AZ	2231 E. Camelback Rd. Suite 100 Phoenix, AZ 85016	602-472-7300	~40
3.	Tampa, FL	Highwoods Bay Center I 5426 Bay Center Drive, Suite 750 Tampa, Florida 33609	813-421-6000	~40
4.	Anchorage, AK	3800 Centerpoint Drive Suite 901 Anchorage, Alaska 99503	907-770-8300	~20
5.	Honolulu, HI	55 Merchant Street, Suite 2810 Honolulu, Hawaii 96813	314-569-7000	~20
6.	Nashville, TN	1550 W McEwen Dr, Suite 375 Franklin, Tennessee 37067	314-569-7000	~20
7.	New York, NY	1 Penn Plaza, Suite 2200 & 2228 New York, New York 10119	646-264-2000	~50
8.	Bellevue, WA	500 108th Ave NE, Suite 1800 Bellevue, Washington 98004	425-635-1200	~30
9.	Annapolis Junction, MD	10170 Junction Drive, Suite 400 Annapolis Junction, MD 20701	410-379-9800	~30
10.	Denver, CO	6200 S. Syracuse Way Suite 220 Greenwood Village, Colorado 80111	314-569-7000	~30
11.	San Antonio, TX	Concord Plaza Tower 200 Concord Plaza Drive Suite 600 San Antonio, TX 78216	210-491-9123	~30
12.	Costa Mesa, CA	3200 Park Center Drive Costa Mesa, California 92626	800-432-7008	~40
13.	Washington, DC	575 7th Street Northwest Washington, District of Columbia 20004	202-772-2801	~30

D.

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 43-1912895

WWT's D&B rating is 1R3. We have provided a copy of a recent D&B report, included in the Additional Attachments section following our proposal. This report is confidential and should not be disclosed to the public.

E. Green/Environmental Initiatives

E. Describe any green or environmental initiatives or policies.

Building a better, cleaner future is a priority for WWT. WWT is committed to sustainability initiatives and addressing the daily impact our business has on the environment. With a focus on energy and waste reduction, water conservation, and end-of-life product planning, WWT works to protect our planet while providing business value for our customers. In the last year, WWT has committed to: a continued investment in LED and motion detected lighting in our facilities; improvements in the efficiency of ventilation and air conditioning equipment; the utilization of ENERGY STAR® certified equipment in our facilities across the globe; and reducing solid waste that cannot be disposed of in an environmentally responsible manner through the implementation of cardboard, wood, plastics, and single-stream recycling. In 2020, WWT purchased over 10,000 MWh of renewable wind energy, accounting for 20% of WWT's electricity usage. Our pledge is to invest in the continued development and expansion of renewable energy sources through the purchase of Renewable Energy Certificates.

WWT is a respondent to the Carbon Disclosure Project for both Climate Change and Water Security.

WWT is a participant of the EcoVadis platform. WWT was awarded the 2020 EcoVadis silver medal. You may request a full copy of WWT's scorecard through the platform.

For more information, please review the section 'Preserving our Environment' in our Corporate Social Responsibility Annual GRI Report that has been recognized as 'In Accordance-Core' to the GRI (Global Reporting Initiative) standards, which can be found at the link included below.

<https://www.wwt.com/api/attachments/5f9b3a957e0f69008ed074c4/file>.

F. Diversity Programs

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

WWT is a nationally certified **Minority-owned Business Enterprise (MBE)**, which allows customers and suppliers to achieve Tier-1 minority spending credits.

Supplier Diversity

Program Overview

We believe investing in supplier diversity activities is a critical component of our company's success. WWT has developed this program from the same foundation as the rest of our business – our clearly defined

core values, corporate vision and mission. These principles provide transparency and visibility into our business and define how we engage employees, partners and customers.

Program Vision

To partner with value added diverse organizations to provide our customers with revolutionary products and services around the globe, while ensuring that our partners and suppliers meet WWT's high standards with regard to ethics, labor, health and safety, diversity and positive environmental impact as well as supporting community outreach initiatives.

Program Mission

To help develop and sustain diverse and socially responsible business relationships, one contract at a time.

Leadership Commitment

The advantages are clear. When we are able to contribute to the success of small, minority, and woman-owned businesses, we benefit directly from a broader selection of competitively priced goods and services. Our customers benefit from the increased opportunity to provide them with the best solution and the community benefits through job creation and quality-of-life improvements.

Additionally, when we work with our partners and suppliers to ensure the highest possible standards are met with regard to ethics, labor, health and safety, diversity and environment, we are able to improve our overall social and environmental impact. This commitment to supplier diversity moves us closer to our objective to be recognized as a corporate social responsibility leader in our industry and a Great Place to Work.

Supply Chain CSR Performance

We have a responsibility to hold ourselves, our partners and our suppliers to high standards of behavior with regard to social, environmental and ethical issues. We are committed to working with our partners and suppliers across the supply chain to ensure measures are being taken to positively impact our community and the environment.

WWT has established a Supplier Code of Conduct (please see Additional Resources below). that provides guidelines for performance and compliance with critical social, environmental and ethical issues and expects its suppliers to acknowledge and adopt this code.

Program Goals

This program is designed to help train and integrate qualified and certified minority, women and disabled veteran-owned suppliers into the provisioning of products and services for our commercial and telecommunications customers. It is designed to strengthen minority, woman and disabled veteran-owned businesses and provide knowledge sharing opportunities and support. Our goals are simple:

- Provide supplier with direct access to procurement opportunities
- Provide mentoring and counsel regarding subcontracting opportunities and procurement procedures

Diversity & Inclusion

"WWT's Core Values are at the center of our culture and our Diversity & Inclusion (D&I) program. Listening to understand and celebrating our unique qualities makes us better individually, collectively and ultimately drives business innovation and success."

Bob Ferrell, VP of Diversity & Inclusion

- Advocate for suppliers internally
- Participate in business opportunity workshops, minority, women and veteran business enterprise seminars, events and trade fairs

Diverse Supplier Requirements

A qualified business enterprise must be certified by a local, state, regional or national agency and be at least 51 percent owned, operated and controlled by one or more of the following:

- **Minority Business Enterprise (MBE)** – a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are United States citizens who are Asian, black, Hispanic or Native American. Ownership by minority individuals means the business is at least 51 percent owned by such individuals or, in the case of a publicly-owned business, at least 51 percent of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.
- **Women Business Enterprise (WBE)** – a for-profit enterprise, regardless of size that is at least 51 percent owned by one of more women or in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more women. The owner must be involved in the day-to-day activities.
- **Disabled Veteran Business Enterprise (DVBE)** – a for-profit enterprise, regardless of size that is at least 51 percent owned by one of more disabled veterans in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more disabled veterans. The owner must be involved in the day-to-day activities.

Our Supplier Diversity team also encourages participants to take a leadership role within their community and help identify and mentor other minority business enterprises.

Small Business Enterprise

WWT agrees to meet the principles of Public Law 95-507 and the Federal Procurement Regulations, including the Federal Acquisition Regulation, and to ensure that our business practices conform to these regulations.

As a successful graduate of the Small Business Administration (SBA) 8(a) Business Development Program and the largest African American-owned technology business in the country, WWT has a profound appreciation for the assistance it provides to small and disadvantaged companies during their formative and early growth years. In our own case, with support from SBA and mentoring support from larger companies, WWT is now recognized as one of the top 50 Federal contractors. Our experience has encouraged us to offer similar support to other small and disadvantaged firms. We know it is good business as well as good corporate citizenship.

WWT’S Commitment To All Small Business Enterprises Includes:

- Participation in business opportunity workshops, federal procurement conferences
- Ensuring WWT subcontracting procurement “packages” are well-designed to be compact and simplified to encourage the maximum possible participation of firms on the list.

- Ensuring small businesses are made aware of subcontracting opportunities and how to prepare responsive bids to WWT.
- Providing assistance and counsel to small business concerns regarding subcontracting opportunities set aside opportunities and procurement procedures.
- Small Business Requirements:
- Self-certify as a small business in SAM, but must meet the Federal government's definition of a small business.

Small Business Classifications:

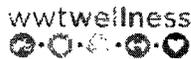
- 8(a) Business Development Program
- Small Disadvantaged Business (SDB)
- Woman-Owned Small Business (WOSB)
- HUBZone (Historically-Underutilized Business Zone)
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned (SDVOSB)
- Historically Black College and Universities and other Minority Institutions (HBCU/MI)
- Native American–owned (NA)
- Alaskan Native–owned Corporations (ANC)
- Native Hawaiian–owned Corporations (NHOC)

Copies of certifications held at an individual level can provided upon request.

Key D&I Initiatives

Like our core values and culture, a set of key programs will serve as building blocks that make WWT a great place to work for all and be foundational to our long-term success — both from a business and D&I perspective.

			
<p>DEDICATED D&I LEADER Will work closely with HR and Executive Leadership</p>	<p>LISTENING TOUR We want to know what you're thinking and feeling</p>	<p>WWT STORYTELLERS Awareness, learning, growing and connecting through real stories and experiences</p>	<p>IML D&I TRAINING Focus on awareness, unconscious bias, difficult conversations and empathy</p>
			
<p>EMPLOYEE RESOURCE GROUPS Listening, learning and connecting to strengthen our diversity</p>	<p>D&I TRACKING / FOCUS Recruiting, retention, development and tracking</p>	<p>COMMUNITY OUTREACH Giving back, creating opportunity, development. Make the world a better place</p>	<p>SUPPLIER DIVERSITY Helping to develop and sustain diverse businesses</p>



MENTAL HEALTH



Diversity & Inclusion Outcomes

Our D&I program is a commitment to continuously invest in a culture of inclusion that drives shared value across our people, business and community. When we invest in our people, we enable them to deliver tangible business outcomes and better themselves while creating a force multiplier for our collective ability to impact the communities in which we work.

		
<p>WORKFORCE</p> <p>Building a diverse workforce starts with our recruiting efforts and providing continuous education to our employees on embracing and celebrating the cultural differences of our employees.</p>	<p>BUSINESS IMPACT</p> <p>Creating a culture of inclusion encourages multiple perspectives, experiences and capabilities in problem solving. The results are significant to innovative and creative business outcomes.</p>	<p>COMMUNITY OUTREACH</p> <p>Continue driving change and education through community partnership. We believe making a positive social and business impact requires a combination of Corporate Social Responsibility.</p>

G. Certifications

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

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

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

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: Mid-States Minority Supplier Development Council



H. Relationships with Subcontractors

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

WWT utilizes a global ecosystem of subcontractors across all technology domains, which will be available to assist on projects for Region 4 ESC and OMNIA Partners. We have listed some of our key subcontractors along with their diversity certifications, if any, below.

- **Bridgewater Consulting Services**
- **Entelligence LLC**
- **Foresite**
- **GMI**
 - Certified Diversity Supplier
 - National Minority Supplier Development Council (NMSDC)
 - The Women’s Business Enterprise National Council (WBENC)
 - The Supplier Clearinghouse
- **MatchPoint**
 - Certified Women/Minority Business Enterprise
 - WMBE Clearinghouse
- **Norwin Technologies**
- **Speridian Technologies**
- **VTS Group**
 - Texas Historically Underutilized Business (HUB)
 - Texas Comptroller of Public Accounts
 - Disabled Individual Business Enterprise (DIBE), Hispanic American Business Enterprise (HABE), Minority Business Enterprise (MBE), Veteran-Owned Business Enterprise (VBE)
 - South Central Texas Regional Certification Agency
 - 8(a) Certified Business
 - U.S. Small Business Administration
- **ZeroDay**

I. Supplier Differentiators

I. Describe how supplier differentiates itself from its competitors.

Region 4 ESC and OMNIA Partners will be serviced by our dedicated SLED team. WWT verticalized SLED within the Public Sector business segment in 2019. By the completion of 2020 our SLED sales was over

\$300M in revenue with a goal of \$1B in 3 years. There are currently 40+ dedicated account teams in SLED as we continue to build the business across the U.S.

SLED is divided into two teams, SLED East led by Vice President Shawn Rodriguez, and SLED West led by Area Vice President Matthew Jenkins. A brief bio, responsibility focus area, and team organization charts for each team follows.

Shawn Rodriguez

Vice President East, State & Local Government and Education

Shawn leads the development and execution of all go-to-market strategies and activities including field sales hiring and enablement, integrated field marketing, contract capture, vertical business development, partner and solution execution, and overall growth.

Prior to joining WWT, Shawn served in similar leadership capacities at Forescout Technologies and Splunk. He started his sales career in various sales and leadership positions, all state & local government and education focused.

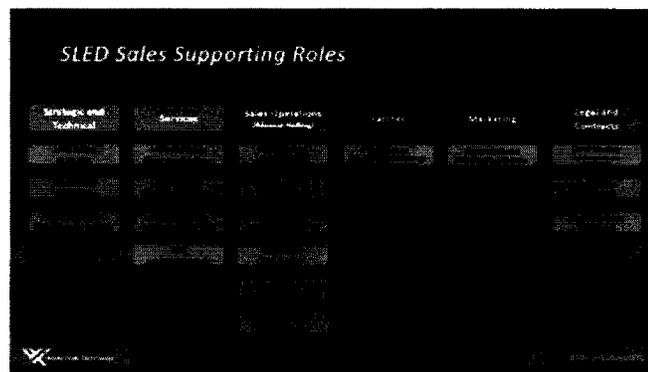
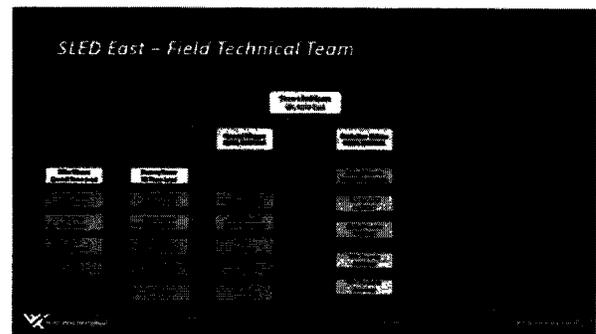
Matthew Jenkins

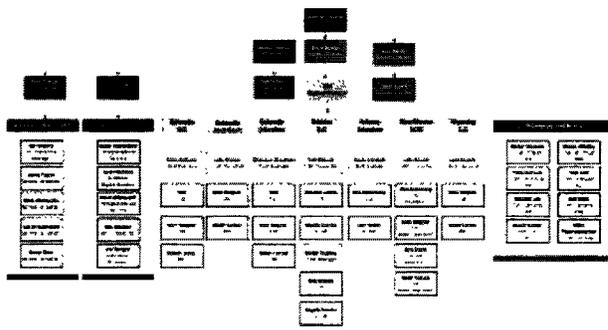
Vice President West, State & Local Government and Education

Matthew is responsible for the development and execution of all go-to-market plans including sales team hiring and development, marketing and events, contract capture, business development and vertical solutions.

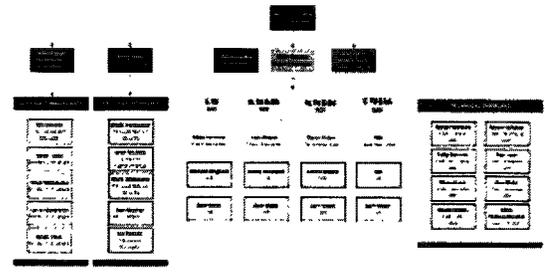
Prior to WWT, Matthew spent 15 years at Cisco Systems in leadership positions in both systems engineering and enterprise account management.

On the following pages, we have included graphics depicting the structure of our national SLED teams.

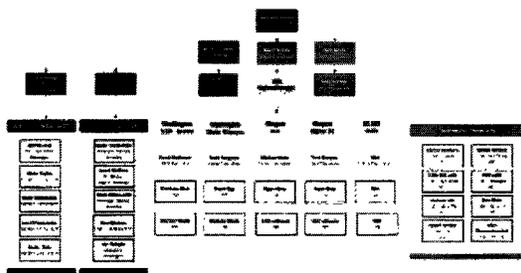




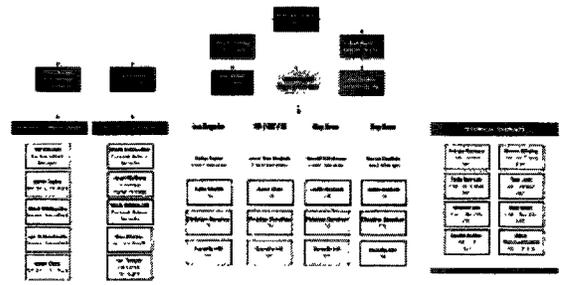
FY20 SLED West – Southwest



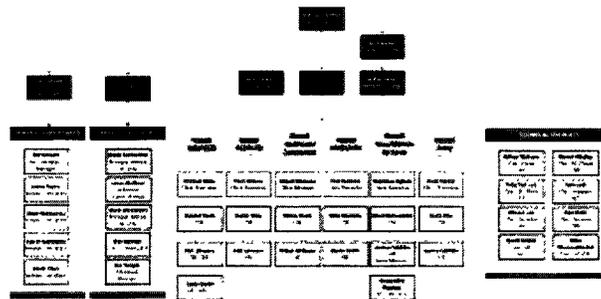
FY20 SLED West – TOLA



FY20 SLED West – Northwest



FY20 SLED West – California



FY20 SLED West – Hawaii

The Omnia Partners contract will be the strategic contract vehicle to grow our SLED vertical in the coming years.

J. Litigation, Bankruptcy and Reorganization

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

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

K. Felony Convictions

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.***

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

L. Debarment and Suspensions

L. Describe any debarment or suspension actions taken against supplier

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

3.2 Distribution, Logistics

A. Description of Full Line of Products and Services

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

WWT will offer to Region 4 ESC and OMNIA Partners a full range of IT Manufacturers. Since WWT is the top reseller for most of the larger OEMs, we have access to premier pricing and availability of products. WWT categorizes our partners by levels, Strategic, Advantage, Select, and Approved. A full listing can be found at this link. <https://www.wwt.com/about/partners>.

WWT Services portfolio includes these categories, Consulting, ATC Lab, Application, Supply Chain and Integration, Infrastructure, Enterprise Agreements (EA), and Strategic Staffing. More information can be found at this link <https://www.wwt.com/services>.

Please see Section 3.0 Appendix D – Supplier Response, above, for an outline of the products and services provided by WWT. A catalog of OEM product SKU's and services rate card has also been provided in this proposal response.

B. Proposed Distribution

- 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.***

WWT utilizes OEM's for direct distribution as well as the largest Technology distributors, Tech Data, SYNEX, EC America/ImmixGroup/Arrow, Ingram Micro. WWT also provides innovative supply chain solutions through our global Integration Centers.

WWT is able to leverage a combination of our Integration Centers along with our relationships with these industry leading distributors to provide world class logistics and distribution capabilities. Our ability to build and customize solutions enables us to meet customer specific challenges in product lead time, configuration, reducing delivery delays and shortening time-to-market for their products.

WWT is also able to provide full services capabilities across all U.S. Territories and Outlying Areas.

C. Auditing Value Chain Pricing

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

WWT will manage the order process for all orders done on the OMNIA Master Agreement. Whether we source the product direct from the manufacturer or from a distributor, the order will pass through our system for contract validation and pricing confirmation.

D. Partner Companies

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

All products provided on this contract will be shipped direct from the manufacturer or from WWT integration or distribution centers. There are no partner companies in our offering.

E. Distribution Facilities

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

WWT's global presence revolves around our strategic integration centers located in the United States, the Netherlands, India and Singapore. Our integration centers are climate-controlled production environments with advanced networking, secure remote access and certified procedures specifically designed for staging, kitting and configuring the latest advanced technology solutions. They are staffed with certified engineers with logistical and technical expertise to help reduce the risk, cost and complexity of IT deployments.

Supply Chain and Integration Services

Rapidly deploying technology is a must for organizations to keep up with customer demands. We work at each step of the supply chain lifecycle to delimit product lead times, provide just-in-time availability, reduce on-site integration and allow for visibility throughout the project lifecycle. WWT can deploy

complex multi-vendor solutions at scale for our customers whenever and wherever needed. We offer the following services:

- Configuration and Imaging
- System and Data Center Staging
- Custom Cabling
- Rack and Stack
- Burn-in and Testing
- Custom Crating, Packaging and Asset Management

Maximizing the use of capital investments at your organization is the best way to deliver returns among your workforce and your customers. Simplifying IT deployments at the procurement and staging phase of your project is the best way to achieve that goal.

In addition to our four large integration centers, WWT also operates 30 distribution centers across the globe. Our four integration centers are:

- North American Integration Center (NAIC): The NAIC is located outside of St. Louis, MO and totals more than 4 million square feet.
- European Integration Center (EIC-AMS): The EIC-AMS is located in Amsterdam and is a 65,000 square foot facility.
- Asian Integration Center – Singapore (AIC-SGP): Located in Singapore, this facility is 20,000 square feet in size
- Asian Integration Center – Mumbai (AIC-Mumbai): The Mumbai Integration Center is 10,000 square feet in size

3.3 Marketing and Sales

A. 90-Day Plan for Go-to-Market Strategy

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

Executive Leadership Sponsorship Within First 10 days

WWT Executives for SLED East and West Regions are committed to developing a go-to-market strategy to effectively leverage the OMNIA Partners contract upon award. Initial steps include sponsoring WWT SLED Marketing representatives to develop an awareness rollout plan across all SLED Sales Teams. Below, we have included an overview of our rollout activities for the OMNIA Partners contract.

- Reach out to OMNIA Partners Business Development team to obtain all information relevant to contract and marketing information for internal distribution SLED sales teams
- Scheduling training presentations for WWT SLED Sales Team to provide knowledge and awareness of contract and encourage usage
- Develop internal tracking and reporting capabilities on the OMNIA Partners contract to monitor adoption and usage.

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

During the first 90-days, WWT will provide training that entails training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the WWT contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to WWT OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

B. 90-Day Plan for Marketing Master Agreement

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.

WWT Marketing will create a Press Release with their Public Sector PR agency to announce the award on all WWT social media platforms. The contract award will be posted on WWT Public Sector's LinkedIn page <https://www.linkedin.com/showcase/world-wide-technology-public-sector/>



World Wide Technology Public Sector
Information Technology & Services · 2,878 followers

✓ Following ...

Visit website

 189 followers in your network

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

WWT Marketing will work with the Creative Services Marketing Team to make sure all announcements are posted on the platform/website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days.

WWT Marketing will work with the Creative Services Marketing Team to create a brochure specific to the WWT and OMNIA Contract. Once complete, WWT Marketing will then distribute electronically to all sales members.

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.

WWT Marketing will make sure WWT registers for any national, regional and/or supplier-specific trade shows, conferences and meetings throughout the agreement term.

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.

WWT Marketing will attend and exhibit at the NIGP Annual Forum. We will have an OMNIA contract plaque in the booth as well as collateral. If virtual, we will have the OMNIA Contract image in the virtual booth as well as content around our partnership. WWT Marketing will follow the social media guidelines set by the user agreement to help promote the tradeshow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

WWT Marketing will assist in the design and advertising in trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

WWT Marketing will work with the sales teams to create promotion of the contract including case studies, collateral, presentations and social media.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- **OMNIA Partners standard logo;**

WWT Marketing will work with WWT Creative Services Marketing to add the OMNIA contract logo to our contracts page.

- ***Copy of original Request for Proposal;***

WWT Marketing will work with Creative Services Marketing to add a copy of the original Request for Proposal to the webpage.

- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***

WWT Marketing will work with Creative Services Marketing to add a copy of the Master Agreement and amendments between Procurement Agency and Supplier to the webpage.

- ***Summary of Products and pricing;***

WWT Marketing will work with Creative Services Marketing to ensure the Summary of Products and pricing is on the webpage.

- ***Marketing Materials.***

WWT Marketing will work with Creative Services Marketing to create brochures, content, social media and Press Releases are uploaded and promoted on the webpage.

- ***Electronic link to OMNIA Partners' website including the online registration page;***

WWT Marketing will work with Creative Services Marketing to create a hyperlink to the OMNIA Partners' website including the online registration page.

- ***A dedicated toll-free number and email address for OMNIA Partners.***

WWT Marketing will work with Creative Services Marketing to make sure the toll-free number is available on the webpage.

Immediate Marketing activities within the first 90 days include:

- Press releases coordinated with OMNIA Partners across strategic publications;
- Identifying resellers to authorize to promote & sell off of this contract;
- Reseller recruitment and training;
- Multiple training webinars for both internal and external sales teams;
- Dedicated OMNIA Partners web page development;
- Social Media awareness campaign and collaboration;
- Development of customized OMNIA Partners marketing materials;
- Attendance at industry events and table top shows, virtual trade shows and events;
- Attendance at NIGP events with OMNIA Partners information on display;
- Ongoing reseller recruitment efforts and internal sales training;
- End-user demand generation team to drive awareness with end-users on behalf of our resellers;
- Customized events to create awareness for the contract;

- Specific plan developed & collaborated with our partners;
- Reseller call campaign to reach out to resellers to inform of the contract;
- Customer visits from our Account Managers to evangelize the contract;
- Reseller Partner Live Webinar Series;
- “Educate and Inform” stage to ensure reseller customers are aware of the contract;
- Conference calls and webinars to inform customers of OMNIA Partners;
- Email campaign at the Account Manager level.

Contract Management Summary Award

- Create Terms and Conditions summary; develop pricing calculator;
- Communicate contract requirements internally and with each manufacturer line;
- Determine rules of engagement, assign responsibility roles Recruitment;
- Identify Resellers: Vendor lists, WWT Point of Sale reports, Sales Managers and Outside Sales reps;
- Social Media announcement and collaborative efforts with OMNIA Partners on award;
- Training: onsite, online, webinars;
- Establish eligibility requirements;
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by WWT contracts team
- Monthly status calls with each participating reseller;
- Quarterly cadence calls with the contractor community;
- Ongoing calls with participating manufacturers to update/revise strategy.

C. Transition Strategy of Existing Public Agency Customers to the Master Agreement

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.

WWT has a significant amount of experience owning and managing Public Sector contracts. In fact, WWT's business was largely built upon servicing Federal procurement contracts. We understand these vehicles require substantial investment in sales and demand generation to make them successful.

Our plan will include several facets addressing both resellers and end-users. Although we do not sell directly to end-users, we have a team that provides end-user demand generation through call-out campaigns, print/mailers, e-mail, website contract landing page, and an electronic storefront offering.

For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most viable resellers selling into state and local government, K-12, and higher education nationwide. Likewise, we will do this globally and include higher education institutions and state and local government sales. This will ensure we have the correct personnel engaged in all areas covered by Region 4 ESC and OMNIA Partners.

With this select group of resellers, we will implement regular trainings to ensure they understand the Region 4 ESC and OMNIA Partners contract and the target audience and that the contract receives top priority. Ongoing efforts will include establishing regular sales meetings to review sales efforts, pending opportunities, and identify any issues.

Manufacturers and their local sales teams will likewise be engaged to identify opportunities and special pricing. We will provide support for table-top shows, collateral and web landing pages for our participating resellers.

Ultimately, we see our role as an IT distributor to provide all the tools a reseller will need to increase their sales on this contract and help develop the partnership with the vendor and their field sales teams. WWT can also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

WWT holds more than 170 contract vehicles in 30 States, this listing can be found at the below link.

<https://www.wwt.com/state-contracts>

Additionally, WWT has been added to 11 NASPO and 24 other Direct, or Distribution held contracts in 2020, which are included below.

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
Alaska	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: 2020-DATACOM-0001	6/9/2020
Alaska	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: NVP-2018-CLOUD-0002	3/27/2020
Alaska	NASPO	Cisco NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement AR2477; State Participating Addendum: NVP-2018-CLOUD-0001	7/29/2020
California	NASPO	Juniper Networks NASPO ValuePoint Data Communications Products and Services 2014-2019	Master Contract AR229 Participating Addendum 7-14-70-08	7/13/2020
California	Direct	California Multiple Award Schedule (CMAS) Information Technology Goods & Services - Cisco,	Base GSA Schedule: GS-35F-0511T; Contract Number: 3-20-70-0729J	9/17/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		Fortinet, Tanium, Veeam		
California	Direct (Reseller)	State of California Databricks Software Licensing Program	Contract Number: SLP-20-70-0155D	6/29/2020
California	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 7-20-70-47-02	7/17/2020
California	Direct	California Multiple Award Schedule (CMAS) Information Technology Goods & Services - Rubrik	Base GSA Schedule: 47QTCA20D0019; Contract Number: 3-20-70-0729H	6/7/2020
Colorado	NASPO	HP Enterprise NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020; Band 4 - Server, Band 5 - Storage	Master Agreement: MNNVP-134; State Participating Addendum: 2016000000000000103	3/24/2020
Colorado	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: 2016000000000000113/NASPO	6/23/2020
Colorado	Direct	City and County of Denver – Denver International Airport VCE/Dell/EMC Hardware and Software with Support Master Purchase Order	Master Purchase Order: SC-00004252	3/19/2020
Colorado	NASPO	Palo Alto Networks NASPO ValuePoint Data Communications Products and Services Master Agreement (2019-2026) AR3229	Master Agreement: AR3229; State Participating Addendum: AR3229	7/31/2020
Colorado	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 139963	8/28/2020
Florida	Direct (Reseller)	State of Florida Dell Technology Refresh Program	Contract Number: 53AHF	4/13/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
Florida	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 43230000-NASPO-16-ACS	Early 2020
Florida	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 43211500-WWSCA-15-ACS	Early 2020
Florida	NASPO	HP Inc. NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020; Band 1 - Desktop, Band 2 - Laptop, Band 3 - Tablet	Master Agreement: MNNVP-133; State Participating Addendum: 43211500-WSCA-15-ACS	Early 2020
Hawaii	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 20-11	2/19/2020
Idaho	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: PADD20210466	7/6/2020
Kansas	NASPO	Palo Alto Networks NASPO ValuePoint Data Communications Products and Services Master Agreement (2019-2026) AR3229	Master Agreement: AR3229; State Participating Addendum: 0000000000000000000048499	11/19/2020
Kansas	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: 0000000000000000000047258	9/22/2020
Kentucky	Direct	Commonwealth of Kentucky KETS Enterprise Server Storage Hardware Services	Contract#: MA-758-2000000719	12/18/2020
Louisiana	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2014-2019	Master Agreement: AR233; State Participating Addendum: 4400003810 (Networking)	1/17/2020
Louisiana	NASPO	Cisco NASPO ValuePoint Data Communications	Master Agreement: AR233; State Participating Addendum: 4400016086 (UC)	1/17/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		Products and Services 2014-2019		
Maryland	Direct	State of Maryland CATS + (Consulting and Technical Services) Contract	060B2490023	2/12/2020
MHEC	Direct (Reseller)	HP Inc Midwestern Higher Education Compact Contract (MHEC)	MHEC-06012015	6/15/2020
MHEC	Direct (Reseller)	HPE Midwestern Higher Education Compact Contract (MHEC)	MHEC-10012015	6/15/2020
Missouri	Direct	SOM Management Consulting Services QVL Contract	Contract Number: CS201311045	3/31/2020
Missouri	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: AR3227-MO	10/13/2020
NCPA	Direct (Reseller)	NCPA Immix Systems and Information Management Software	Master Agreement: 01-75	7/28/2020
NCPA	Direct (Reseller)	NCPA Immix Software Products and Services	Master Agreement: 01-88	7/28/2020
NCPA	Direct (Reseller)	NCPA Immix Data Storage, Cloud, Converged and Data Protection	Master Agreement: 01-83	7/28/2020
New Mexico	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 60-000-15-00008AH	7/14/2020
New Mexico	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 00-00000-20-104AC	8/28/2020
North Carolina	Direct	North Carolina Statewide IT Term Contract 204A For HP Microcomputers, Peripherals, and Related Services Contract; ITS-400203	Contract #204A/ITS-400203	11/23/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
North Carolina	Direct	State of North Carolina Department of Public Instruction E-Rate Contract - Synnex #40-RQ22294323	Contract #40-RQ22294323	3/23/2020
QUILT	Direct (Reseller)	The Carashoft Quilt Consortium Contract	Contract Number: MSA05012019-F	8/16/2020
Tennessee	NASPO	EMC NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-109; State Participating Addendum: 50436	2/7/2020
Tennessee	Direct	State of Tennessee Department of General Services Resources F5 Networking Equipment & Services Contract	#000000000000000000066355	5/5/2020
Tennessee	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; Participating Addendum: MNWNC-108-TN	12/17/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) - Hitachi Products & Related Services Reseller Agent Contract	Contract Number: DIR-TSO-4357	2/19/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – Pure Storage Data Storage Products and Related Services Reseller Agent Contract	Contract Number: DIR-TSO-4331	6/24/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – EMC Data Storage, Data Communications & Networking Products Reseller Agent Contract	Contract Number: DIR-TSO-4299	6/26/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – Juniper Networks Data Storage, Data Communications	Contract Number: DIR-TSO-4240	9/21/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		& Networking Products and Related Services Reseller Agent Contract		
Utah	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: AR3189-UT	2/3/2020
Virginia	Direct (Reseller)	Virginia Commonwealth University VASCUPP Contract for Cisco Products and Services	Contract Number: 7365172JC	1/31/2020
Virginia	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: UVA1639592	5/20/2020
Virginia (Henrico County)	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: MNWNC-121	6/2/2020
Washington	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 05815-003	1/17/2020
Washington	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 05819	8/28/2020
Washington	Direct	City of Seattle Unified Communications & Contact Center Replacement	Contract Number: 000000000005078	9/21/2020
Washington	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 05116	3/27/2020
Washington	Direct	City of Seattle Google Cloud Platform and Services	Contract Number: City of Seattle Google -- AR2472	11/13/2020

D. Promoting OMNIA Partners Logo

- 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.*

WWT acknowledges and agrees.

E. Proactive Direct Sales

- 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*

WWT confirms.

F. Training National Sales Force on Master Agreement

- 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*

WWT confirms.

G. Key Personnel

- G. Provide the name, title, 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		Executive Support	
Bryan Thomas		Matthew Jenkins	
Senior Vice President		Area Vice President – SLED West	
Bryan.thomas@wwt.com		Matthew.Jenkins@wwt.com	
703-467-5362		808-599-7052	
Executive Support		Contracts	
Shawn Rodriguez		Carol Harting	
Vice President – SLED East		Business Development Manager - SLED	
shawn.rodriguez@wwt.com		Carol.Harting@wwt.com	
804-683-2342		314-995-6103	
Marketing		Sales - Texas	
Amanda Kwon		Grant Isaminger	
Public Sector Marketing Manager		Client Executive	
Amanda.Kwon@wwt.com		Grant.Isaminger@wwt.com	
314-995-6109		832-286-7894	
Sales - Washington		Sales - Oregon	
David McDaniel		Mike Hicks	
Client Executive		Client Executive	
David.McDaniel@wwt.com		Michael.Hicks@wwt.com	
425-635-1205		808-599-7053	
Sales Support		Financial Reporting	
Monica Helling		Megan Nieder	
Sales Operations Manager - SLED		Senior Business Unit Controller	

Monica.Helling@wwt.com	Megan.Nieder@wwt.com
314-301-2436	314-995-6140
Accounts Payable	Accounts Receivable
Heather Lewis	Ashley Ison
Accounts Payable Manager	Accounts Receivable Manager
Heather.lewis@wwt.com	Ashley.Ison@wwt.com
314-809-0443	314-655-6698

H. National Salesforce Training

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.

Region 4 ESC and OMNIA Partners will have access to more than 400 WWT SLED national sales team members who possess deep experience and functional knowledge. Our sales team will work together to comprehensively address Region 4 ESC and OMNIA Partners requirements.

WWT SLED has two dedicated geographical breakdowns. SLED East is led by Shawn Rodriguez, and SLED West is led by Matthew Jenkins. A detailed map is shown in Section I – Supplier Differentiator.

Contact information is provided below:

Shawn Rodriguez

Vice President East, State & Local Government and Education

Mobile: 804.683.2342

Email: shawn.rodriguez@wwt.com

Matthew Jenkins

Vice President West, State & Local Government and Education

Mobile: 808-599-7052

Email: Matthew.Jenkins@wwt.com

J. Strategy for Managing 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.*

As a \$13 billion, 7,500+ employee, large global solutions provider, we are accustomed to delivering on large, complex projects for the public sector government, both state & local and federal, educational entities, global enterprises, and service providers. Through years of successful design and delivery, we have developed a consistent formula for success that applies across use cases, vertical markets, and size of customer:

- **Employees** – We hire and develop industry experts that understand the needs and goals of the customer, cross functionally, and demonstrate they can operate collaboratively as a high-performing team. They must possess the highest of values that align to our corporate culture catalysts.
- **Enablement** – Once we are awarded a project or a contract, we assemble a team of proven functional experts from that employee base and enable them on the unique and specific requirements and deliverables of the program, focusing on time to value and compliance.
- **Execution** – Once our high-performing team has been enabled, we put structured cadence and processes in place that align, manage, and measure the impact of WWT and our team members to the desired outcomes of a specific customer project and the overall program.

The state & local government and education market is a strategic focus for WWT. As a result, we have made substantial investments in building a high-performing team of experienced field resources and industry experts to support the mission of constituent-based outcomes. We have over 100 sales, operational, and technical resources dedicated to the state & local government and education market that would support this agreement as participating addenda are executed with states across the country. These resources are distributed in markets across the entire country to make sure when at all possible we have our people as close as possible to the customers. Many of our state & local government and education resources are deeply experienced in the market and have joined us from some of the very publishers in this solicitation, as well as from hardware OEM partners who also leverage OMNIA Partners as the preferred path to market. Therefore, we have a tremendous amount of OMNIA Partners experienced assets on the team to make sure we can deliver on our promise of world class execution.

In support of a resulting contract to WWT, we would provide all of the functional roles below from a field organization to support OMNIA Partners, participating states, and respective customers in their comprehensive software needs:

- **Client Manager(s)** – Manages the overall business relationship with each OMNIA Partners participating entity and their unique customers.
- **Consulting Systems Engineer(s)** – Develops the ongoing technical and solution partnership with each OMNIA Partners participating entity and their unique customers.

- **Regional Sales Manager** – First-line field leadership to build relationships with the senior leadership of the OMNIA Partners participating entities and each unique client and serves as an escalation point in times of such need.
- **Chief Technology Advisor** – Serves as a forward-looking innovation and strategy consultant to OMNIA Partners and clients to explore the evolution of and introduction of new software and SaaS technology that bring value to constituents.
- **Chief Digital Advisor** – Helps each individual client explore the external digital outcomes they are leveraging software to achieve and develops a methodology and process to get there, which includes coaching, ideation identifying, and involving all key stakeholders.
- **Services Consultant(s)** – Owns, collaboratively with client managers and consulting systems engineers, the relationship with each client, all scoping efforts and activities, the delivery and execution of the statement of work, and high-level engagement with the client through the delivery of the project.
- **Vice Presidents, State & Local Government and Education** – WWT will provide two Vice Presidents — one for the East and one for the West — who together serve as the most senior business leaders focused on the state & local government and education market at WWT. They will also function as executive sponsors of OMNIA Partners and participating states, and the most senior points of engagement and escalation for the client to within WWT.

Through the successful completion of many strategic projects, and in looking at best practices with our most substantial client partnerships within the government and education markets, we could suggest and deliver at a minimum and, if desired, the following key regular activities with our aligned resources:

- Introduction and relationship kickoff meeting(s) to identify and introduce key resources supporting the OMNIA Partners program for WWT
- Comprehensive overview and enablement of the wwt.com platform and our Advanced Technology Center providing a wealth of lab service, workshops, documentation and knowledge transfer, much of which is free, for the customer’s unique and innovative technology needs
- Upon request, discuss capabilities and discuss “art of the possible” overview with key program resources
- Schedule regular relationship management cadence meetings or calls with program owners and project leaders for specific projects with unique customers
- Schedule optional quarterly technology and business briefings for all interested stakeholders at a participating state or a unique customer
- Offer an annual business review of all progress and key action items with the OMNIA Partners

Above and beyond our dedicated field resources, WWT would also provide additional high-value resources to the program to make sure program and individual customer projects are as efficient as possible through delivery and continuing all the way to customer delight. These would include, but would not be limited to:

- **Contract Manager** – A dedicated WWT contract manager accountable for the ongoing management, enablement, and administration of the OMNIA Partners program.
- **Legal Counsel** – The point of contact to support OMNIA Partners, and our internal contract manager on the initial contract execution of the master agreement, and any future modifications to the contract from a legal perspective.
- **Sales Operations Manager** – Leads a team of sales operations representatives that would facilitate and execute the quote to invoice process for each unique order associated with OMNIA Partners contract.
- **Director, Partner Strategy** – Serves as the WWT liaison between our contract management team, our field client teams, and the publishers represented on the contract for any supporting documentation and future adds or changes at the request of the OMNIA Partners contract.

We are confident about what you see here and will see throughout our response: WWT is heavily invested in the state & local government and education market, and has the appropriate resource expertise to execute on the scope in a manner that drives best-in-class, value-based outcomes with any resulting master agreement. We are committed to building a strategic partnership with the OMNIA Partners contract that focuses on your desired goals as the program and market evolves.

K. Public Agency Sales and Largest Customers

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.

Closing out December 2020 WWT SLED has 40+ dedicated account teams in the field. Our 2020 SLED revenue was \$300M with anticipated goal of \$1B in three years.

Below is several of our top customers and contract by revenue.

WWT Top 10 Public Agencies – 2020

	Agency	Purchases	Contact
1.	University of Florida Foundation	\$29,559,287.84	David Christie
2.	City of Seattle	\$14,059,929.25	Don Behrend
3.	University of Texas at San Antonio	\$12,615,000.00	Kendra Ketchum
4.	HMSA (Hawaii Medical Service Association)	\$9,652,188.07	Peter Lewis
5.	University of Missouri - Columbia, MO	\$5,309,328.00	Heather Reed
6.	City of Phoenix	\$5,283,151.60	Steen Hambric
7.	Denver International Airport	\$5,095,179.66	Steve Cooker
8.	State of Colorado - Office of Information Technology	\$4,792,707.20	Cody Scott
9.	University of South Florida	\$4,617,307.98	Alex Frias
10.	University of Arizona	\$4,112,987.00	Derek Masseth

L. Information System Capabilities

- 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.*

WWT uses a home built quoting system called ORCA, then order are won and pass through Oracle for processing. WWT does accept Purchase orders and credit cards.

WWT offers operational metrics and reports generated from our ERP and eCommerce systems and can be developed in accordance with agreed upon contract requirements. To support tactical needs, our operational reports provide transaction level information. For strategic planning, our metrics and statistical reports use the same data to provide analysis, trending and performance information related to a particular function over a period of time.

The following is a list of customizable reports that WWT can provide. These reports are available as soon as WWT starts leveraging the OMNIA contract and can be delivered per agreement.

- **Quote Metric Report.** This report provides quote header and line level detail providing visibility into your open opportunity pipeline.
- **Booked Order Report:** This report provides header and line level detail providing visibility into your booked orders.
- **Order Tracking Report.** This report provides both shipped and open line level information for each order booked.
- **Monthly and Quarterly Spend.** This report provides customer invoice data for a specific time period.

M.

This Section Intentionally Omnitted

N. Strategy for Converting Agency-Generated Solicitations

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).

Agreed and confirmed.

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.

Agreed and confirmed.

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).

WWT will always provide the customer the best pricing option possible. Regardless if the OMNIA Partners contract is not being used.

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.

WWT will always provide the customer the best pricing option possible. Regardless if OMNIA Partners contract is not being used.

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

The product discount structure and services rate card outlines are intended to provide a starting point for pricing framework. There are multiple factors that may further impact the discount structure including:

- Volume and size of product orders
- Competitive solicitations resulting in further OEM pricing discount structure
- OEM special pricing incentives for products
- Duration and size of services resource requirements or project size.

The above factors will impact the final pricing to customers.

Contract Reporting Capabilities

We can also identify multiple contracts through our robust reporting capabilities for our SLED contracts. We generate hundreds of reports monthly and quarterly for each one of our SLED contracts. Each is

uniquely developed based on the contract requirements. The amount of data we collect from our ordering systems allows us to have the ability to customize the reports for more granular content.

Here are just some of the categories of data we collect and report from.

Account Code	Inv Customer Trx Id	Ship To Address3
Account ID	Inv Customer Trx Line Id	Ship To Address4
Account Name	Inv Entered Amount	Ship To City
Addl WWT Discount Ext Ent	Inv Entered Currency Code	Ship To Contact Area Code
Addl WWT Discount Ext Func	Inv Exchange Date	Ship To Contact Area and Phone
Addl WWT Discount Ext Gibl	Inv Exchange Rate	Ship To Contact Email
Addl WWT Discount Unit Ent	Inv Exchange Rate Type	Ship To Contact Name
Adjustment Comments	Inv Functional Currency Code	Ship To Contact Phone Number
Adjustment Reason	Inv Line Type	Ship To Country
Ar Adjustment Number	Inv Percent	Ship To County
Average Cost Variance	Invoice Date	Ship To Customer ID
Average Cost Variance Global	Invoice Line Number	Ship To Customer Name
Backlog Scheduled Ship Date	Invoice Number	Ship To Customer Number
Bill To Address Usa Formatted	Invoice Profitability <i>Inv ID</i>	Ship To Postal Code
Bill To Address1	Item Description	Ship To Province
Bill To Address2	Item Number	Ship To Region
Bill To Address3	Item Type	Ship To State
Bill To Address4	Last Refresh Date	Small Business
Bill To City	Last Update Date	Small Disadvantaged
Bill To Country	List Price	Sold To Customer ID
Bill To County	Manual Rebate Unit Ent	Sold To Customer Name
Bill To Customer ID	Manufacturer	Sold To Customer Number
Bill To Customer Name	Manufacturer ID	Split Sales Ord Process Flag
Bill To Customer Number	Max Delivery Date	Srvcs Dsblid Vet Owned
Bill To Postal Code	Metric Program	Sub Program Curr
Bill To Province	Mfg Part Number	Sub Program Hist
Bill To State	Min Own Asian	Sub Program Yend
Business Segment	Min Own Black	Total Consigned Cost
Buyer	Min Own Ethnic	Vendor Name
Calc Rebate Ext Ent	Min Own Hispanic	Vendor Quote Number
Calc Rebate Ext Func	Min Own Native American	Vendor Site Code
Calc Rebate Ext Gibl	Min Own Other	Vertex Product Class Code
Calc Rebate Unit Ent	Min Own Pac Islander	Vertex Product Class Desc
Calculated Cost	Min Owned	Veteran Owned
Calculated Cost Global	Mtl Bom Flag	WMSID Attribute1
Cisco SO	Mtl Costing Status	WMSID Context
Cloud As Of Date	Mtl Org Code	WWT PO Number
Collector	Mtl Org Name	WWT Source
Commodity	Mtl Total Transaction Qty	WWT Stocking PO Number
Company Code	Non Minority	Woman Own Asian
Company Name	None	Woman Own Black
Cost Center	OE Agreement Name	Woman Own Caucasian
Cost Center Code	OE Agreement Num	Woman Own Hispanic
Creation Date	OE Agreement Type Code	Woman Own Multi Ethnic
Customer Category	OE Booked Date	Woman Own Native American
	OE Inv Interface Status Code	Woman Own Other
	OE Line Category Code	Woman Own Pacific Islander
		Woman Owned

Partner Name: World Wide Technology, LLC		Reporting Rows	
State/Contract ID: WA - RVP #AR233 (14-19)		885	Update Row Count
Reporting Period Ending Date: 12/31/2020			Remove Blank Rows
Contact Name: Carol Harting		Auto Format Column Width	
Contact Phone: 314-919-1400			
Contact Email: carol.harting@wwt.com			
PDF for Admin Fee Invoicing: AR233 WA QH 2020			

Close Sales Order of This Transaction ID	Partner PO Number (To Close or Bill)	Partner PO Date (To Close or Bill)	Customer Name	Partner Assigned Customer ID	Customer Type	Partner to Customer Invoice Number for Transaction	Partner to Customer Invoice Date for Transaction	Customer PO
111395989	3802730	11/09/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5864668	11/06/2020	A-000028827	
111451417	3807414	11/16/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5875346	11/18/2020	A-000028827	
111395986	3802730	11/09/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5864668	11/06/2020	A-000028827	
3802717	3802717	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5863336	11/05/2020	A-000028827	
111408796	3803629	11/05/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5874365	11/18/2020	A-000028827	
111408756	3803629	11/05/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5874565	11/18/2020	A-000028827	
3815455	3815455	12/08/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5897146	12/11/2020	A-000028841	
3815455	3815455	12/08/2020	Port of Seattle	n/a	Gov-Local (City, Parish, 5897146	12/11/2020	A-000028841	
111709046	3822006	12/28/20	Port of Seattle	n/a	Gov-Local (City, Parish, 5813680	12/31/20	A-000028851	



Type of Sale	Product/Service SKU OR "Bids/Install & Config"	Product/Service Description OR "Bids/Install & Config"	Prod/Svc Qty OR B/MC Hours	Product/Service Unit List Price OR B/MC Hourly Rate	Product/Service/BMC Total Net Amount	Product Service Discount %
Services->SMARTnet->Government->1-CON-EDW-150C10NS		SWMS UPGRADES UC Manager-12x Ess	65 \$	7.00 \$	354.90	22.00%
Services->SMARTnet->Government->1-CON-SNT-WG310ICV		SMARTNET 8X5NBD Cisco VG310 - ModL	3 \$	475.00 \$	1,111.50	22.00%
Product->New	UC-CLICN-12X-ESS	UC Manager-12x Essential User License	65 \$	40.00 \$	1,043.00	59.85%
Product->New	VG310	Cisco VG310 - Modular 24 FXS Port Voice	3 \$	6,170.00 \$	7,428.96	59.87%
Product->New	ATR-AP3802I-4-K9	802.11ac W2 AP w/CA, 4x43, Mod, Int Ai	6 \$	1,012.00 \$	5,754.84	49.84%
Product->New	AIR-DNA-P-3Y	CISCO DNA Premier Term Wireless 3Y	6 \$	827.89 \$	2,483.70	50.00%
Product->New	WS-C3650-24PD-6	Cisco Catalyst 3650 24 Port PoE 2x10G t	1 \$	8,188.53 \$	4,536.00	44.61%
Product->New	C3650-STACK-KIT-	Cisco Catalyst 3650 Stack Module Spare	1 \$	1,939.00 \$	895.00	53.84%
Services->SMARTnet->Government->1-CON-SW-WSC365FD		Cisco Catalyst 3650 48 Port Full PoE 2	1 \$	884.00 \$	579.15	12.78%
Services->SMARTnet->Government->1-CON-SNT-A12K8		*ASA 5512-X with SW, 6GE Data, 1GE	1 \$	788.75 \$	657.48	14.47%
Services->SMARTnet->Government->1-CON-SNTP-2801V		*Cisco 2801 Voice Bundle: PVDM3-16.	1 \$	854.00 \$	665.38	14.86%

Product/Service/BMC Total Net Amount	Product Service Discount %	Product/Service Unit List Price OR B/MC Hourly Rate	Contract Admin Fee Amount	State Admin Fee Amount
\$672,866.58			\$1,682.17	\$10,093.00
\$ 354.90	22.00%	\$6.48	\$0.89	\$6.32
\$ 1,111.50	22.00%	\$370.50	\$2.78	\$16.67
\$ 1,043.90	59.85%	\$16.06	\$2.61	\$16.66
\$ 7,428.96	59.87%	\$2,476.32	\$18.57	\$111.43
\$ 5,754.84	49.84%	\$959.14	\$14.39	\$86.32
\$ 2,483.70	50.00%	\$413.95	\$6.21	\$37.26
\$ 4,536.00	44.61%	\$4,536.00	\$11.34	\$88.04
\$ 895.00	53.84%	\$895.00	\$2.24	\$13.43
\$ 579.15	12.78%	\$579.15	\$1.45	\$8.88

NCPA 01-97 Report Vendor Name: World Wide Technology Reporting Month: Oct-20

Agency Name	State	Zip Code	Ship Date	Invoice Date	PO Number	Manufacturer	Part Number
Commodity Products (e.g. notebooks, tablets, printers, supplies, accessories, UPS/power, etc.)							
Sunnyside USD	AZ	85706	10/10/2020	10/10/2020	211464	HP Inc.	1JS06A8#ABA
Sunnyside USD	AZ	85706	10/19/2020	10/19/2020	211571	HP Inc.	9UJ12A8#ABA
Pasco County Florida	FL	33525	10/10/2020	10/10/2020	2001868-000	CRADLEPOINT TECHNOL	BB3-0850LP6-NON
TUCSON UNIFIED S.D.	AZ	85745	10/19/2020	10/19/2020	12103178	TRIPP LITE	TLP606

MSRP	Quantity Sold	End User Price per unit	Total	Admin Fee	Reseller PO to SYNEX	SYNEX Sales Order Number (s)
209.00	6	205.00	\$ 1,230.00	\$ 9.84	3790946	9301765
134.00	400	132.00	\$ 52,800.00	\$ 422.40	3793672	9312435
709.00	12	522.53	\$ 6,270.36	\$ 50.16	3779850	9257339
18.20	30	10.40	\$ 312.00	\$ 2.50	3795064	9318058

A. Appendix D, Exhibit D and F

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

Appendix D, Exhibit F are included on the following pages. WWT will not offer products or services in New Jersey and has not included Exhibit G.

**EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS**

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES JS initials of Authorized Representative of offeror

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

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

Does offeror agree? YES JS 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."

Version September 25, 2020

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 JSS Initials of Authorized Representative of offeror

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

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

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1906 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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



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

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

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

Does offeror agree? YES JB 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 JB 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: WORLD WIDE TECHNOLOGY, LLC

Address, City, State, and Zip Code: 1 WORLD WIDE WAY, ST. LOUIS, MO 63146

Phone Number: 314-569-7000 Fax Number: 314-301-2721

Printed Name and Title of Authorized Representative: Gregory Brush, Vice President

Email Address: greg.brush@wwt.com

Signature of Authorized Representative: [Signature] Date: 1/19/21

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

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

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

Affirmative Steps

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, ~~disability~~ or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, ~~recruitment~~ or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

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contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

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- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

5. Contract Work Hours and Safety Standards Act.

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer ~~on the basis of~~ a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

6. Rights to Inventions Made Under a Contract or Agreement.

- a. **Stafford Act Disaster Grants.** This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of "funding agreement."
- b. **If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.**

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
- *Clean Air Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
8. Debarment and Suspension.
- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
 - b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

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- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction if enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, WORLD WIDE TECHNOLOGY, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gregory Brush, Vice President

Name and Title of Contractor's Authorized Official

1/19/21

Date"

10. Procurement of Recovered Materials.

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

*(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

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

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.]

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."



Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

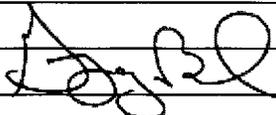
Offeror's Name: WORLD WIDE TECHNOLOGY, LLC

Address, City, State, and Zip Code:
1 WORLD WIDE WAY, ST. LOUIS, MO 63146

Phone Number: 314-569-7000 Fax Number: 314-301-2721

Printed Name and Title of Authorized Representative: Gregory Brush, Vice President

Greg.brush@wwt.com
Email Address:

Signature of Authorized Representative: 

Date: 1/19/21

B. Emergency Orders

iv. Describe how Offeror responds to emergency orders.

Upon receipt of an order that has been deemed an emergency, WWT will process the order with the OEM/Vendor and utilize our partner relationships request the product be expedited for manufacturing and or shipping to provide the best possible date based on OEMs material availability.

C. Average Fill Rate

v. What is Offeror's average Fill Rate?

WWT resells OEM equipment and does not stock or manufacture equipment. Immediate product availability is determined on the manufacturer or vendors stock/lead time at the time WWT places the order.

D. Average On Time Delivery Rate

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

WWT resells OEM equipment and does not stock or manufacture equipment. Immediate product availability is determined on the manufacturer or vendors stock/lead time at the time WWT places the order. WWT works with the OEM to have product delivered as soon as possible based on the customer's timelines. Once the product is in transit with a carrier it could be subject to COVID impacts.

E. Return and Restocking Policy

vii. Describe Offeror's return and restocking policy.

Return Material Authorization (RMA) Policy: WWT deals with many manufacturers and products, many of which have specially mandated return policies. By referencing specific program contracts to find any variations to these guidelines, the WWT program manager will work with the appropriate resources to determine the correct return policy when necessary. Our standard practice is to assist our customers in engaging the product manufacturer and associated support services to resolve any issues that may arise. As part of the program management team, the WWT inside sales procurement specialist dedicated to your program will have the necessary skills and knowledge to handle all Return Material Authorization (RMA) requirements. Customer satisfaction is our number one priority. Our goal is to ensure that every order is received intact by the customer, exactly as ordered. WWT recognizes that products may not arrive as expected for a variety of reasons, and the following general guidelines have been implemented to facilitate the return of the product to WWT.

Claims or Discrepancies in Shipments: Materials delivered via carrier from WWT should not be accepted from the carrier without the proper notification on the carrier documentation of any damage discovered upon receipt. Following receipt of damaged material, our customer service or contract administrator should be notified within a mutually agreed-upon timeframe of damage discovery. Failure to note damage within the agreed-upon timeframe will result in the assumption that WWT has fulfilled its obligation to deliver such products in acceptable condition. All claims or discrepancies in shipments must be made within five business days of the customer's merchandise receipt.

Customer-Initiated Returns: All return requests, which can be initiated via telephone or our online RMA form accessed from WWT's Order Tracking application, should be made within the agreed-upon time

frame of receipt of merchandise. The material should not be returned without prior advance authorization from WWT's customer service representatives. WWT will grant an RMA for any non-conforming shipment (product that is either damaged or does not otherwise conform to the specific ordering instructions provided with the customer's order). Return authorization for all other returns not fitting into the non-conforming category or returned after the initial agreed-upon timeframe shall be at WWT's sole discretion.

Once contacted, the customer service representative will provide an RMA number and designated ship-to for the returned merchandise. The RMA number should be clearly visible on the packing slip and the outside of the carton or envelope to be returned. C.O.D. returns will not be accepted. The RMA number will be honored for only one order and must match the product authorized for return. The RMA number will be valid for 30 days from the date WWT issued the RMA. Merchandise should be returned in its original packaging, along with any certifications, instructions, etc. The burden of return shipment costs will be in accordance with the resulting Master Service/Product Agreement.

Process for Issuing Credits: Once WWT approves an RMA, the customer returns the product. WWT issues credits once we receive credits from the OEM being utilized, so the timeline and restocking fee depends upon the OEM.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

F. Warranty Beyond Manufacturer's Standard

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

Warranties

- a. **Products:** WWT is a reseller of information technology products, which includes hardware, software and firmware ("Products"). Buyer understands that WWT is not the manufacturer of the Products purchased by Buyer hereunder, and the only warranties offered are those of the manufacturer, not WWT. In purchasing the Products, Buyer is relying on the manufacturer's specifications and services descriptions only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the Products that may be provided by WWT.

In certain situations where a bulk order is being placed and WWT is providing staging and logistics for project rollout leveraging our Integration Centers, WWT can work with the customer and OEM to insure that the product warranty start dates align with customer receipt of product for installation.

- b. **Services:** With respect to any services provided by WWT ("WWT Services"), WWT represents and warrants that the WWT Services will be performed in a professional and workmanlike manner, in accordance with industry standards. Buyer acknowledges and agrees that, in some instances, WWT may act as a reseller of certain original equipment manufacturer ("OEM") services, such as maintenance, support and advanced services ("OEM Services"). WWT is not the provider of the OEM Services, and OEM Services are purchased pursuant to the terms and conditions offered by the provider of such services. Upon Buyer's request, WWT will obtain a copy of such terms from the provider. The OEM Services providers are not agents of WWT. The third party service provider is the only party responsible for providing OEM Services to Buyer. Buyer will look solely to the third

party service provider for any loss, claims or damages arising from or relating to the purchase or provision of the OEM Services. Buyer hereby releases WWT and affiliates from any and all claims arising from or relating to the purchase or provision of any OEM Services. Services may be subject to tax.

G. Customer Fulfillment Process

ix. Describe Offeror's customer fulfillment process

Once Region 4 ESC and OMNIA Partners has identified what they would like to purchase from WWT, they will reach out to their WWT Inside Sales Representative for a price quote. WWT will provide a quote for the customer that will be turned into a customer Purchase Order. The WWT Inside Sales Rep will work with the WWT Procurement team to process the Purchase Order with the OEM. OEM will manufacture product and send it directly to the customer's ship to address specified on their Purchase order.

H. Customer Service/Problem Resolution Process

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

World Wide Technology is committed to the highest standards of quality and customer satisfaction and problem resolution, utilizing a quality management system that is comprised of integrated processes around leadership, planning, support, operation, performance evaluation and improvement.

The key to customer service support and problem resolution is to assign an Account Team within each market to align with each customer. The Account Team is comprised of the following;

Account manager

As the primary point of contact, the Account Manager (AM) serves as the customer advocate and is responsible for understanding customer requirements and coordinating business solutions. The AM leads the internal support team and works with OEM representatives to propose the optimal technology or platform to meet the customer's needs. The AM will be responsible for problem resolution, escalation, pricing and meeting with customers for review and planning meetings.

Consulting Systems Engineer

Pre-sales engineer that translates customers networking, collaboration, video, wireless, storage, server, virtualization, data center and security business requirements into specific product and/or service solutions.

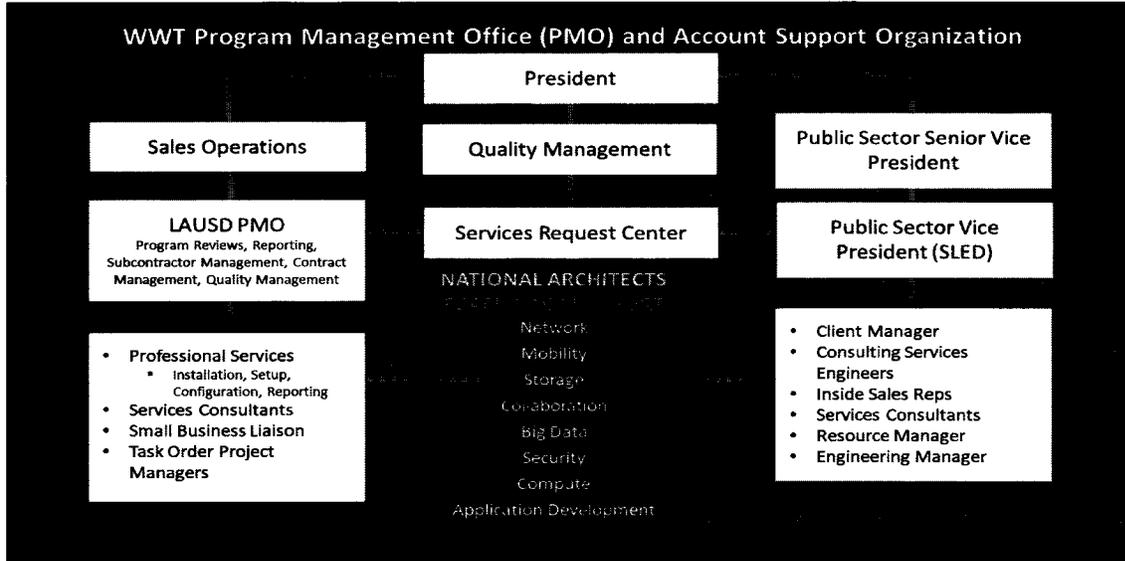
Services Consultant

Meets with customer managers to discuss existing projects, timelines, resourcing gaps within the organization and possible solutions.

Project Coordinator

Assist with or manage the oversight of all aspects of project life cycle to include initiation, planning, execution, controlling and closing; taking project through final implementation. Manage changes to the project scope, project schedule, and project costs.

The following is a sample organizational chart of team that will support:



I. Invoicing Process

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

WWT will invoice customer upon shipment of product from the OEM, and payment terms are net thirty (30) days from date of WWT’s invoice.

WWT does take Credit Cards and P-Cards and there could be up to a 3% fee for each transaction.

J. Contact Implementation/Customer Transition Plan

xii. Describe Offeror’s contract implementation/customer transition plan.

Section 3.3 Marketing and Sales, above, outlines the implementation and transition plan for rolling out the Region 4 ESC OMNIA Partners contract to new and existing customer base.

K. Financial Condition

xiii. Describe the financial condition of Offeror.

WWT’s revenue was nearly \$13 billion in 2020. WWT is privately owned and has been for our entire 30-year history. WWT is an exceptionally stable company, with an uncommonly large \$2 billion line of credit. A testament to WWT’s financial strength, this ample credit line provides WWT with the ability to fulfil orders immediately, and it enables us to remain a reliable partner for years to come.

L. Website Capabilities and Functionality

xiv. 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.

WWT can provide a web portal for on-line order management as required for each customer. This would not be generic web-based ecommerce site but a custom portal specific to each customer needs.

A complete listing of WWT's SLED contracts can be found on this page.

<https://www.wwt.com/state-contracts>

We list all of the SLED contracts by State. If you click each State, you can see the list of contracts available per State. Example below is the available contract for Ohio.

State of Ohio Contract

WWT holds several contracts directly with a state/agency or organization within a state, as well as cooperative procurement vehicles.

State of Ohio, Department of Administrative Services Cisco Hardware and Software; State term schedule STS-033

- Contract Number: 533110-3-33
- Contract Expiration: 6/30/2022
- Products and Services Offering: Cisco Hardware and Software
- Contract Eligible Entities: Ohio State agencies, as well as properly registered political subdivisions. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority.
- Special Ordering Instructions: For order inquiries, please contact your WWT Account Manager (AM) and/or Inside Sales Representative (ISR). If you do not know who your AM or ISR is, please contact Carol Harting at carol.harting@wwt.com.
- WWT Contract Manager: Contact Contract Manager

Below is an example of how a WWT Held Direct contract can be listed on our website.

State of Texas Department of Information Resources IT Security Products & Services Contract #DIR-TSO-4135

DIR-TSO-4135 – IT Security Products & Services

Please see the DIR contract website for more information.

Contract Overview

World Wide Technology offers information technology security (ITS) hardware, software and services, for several brands through this contract. This Contract may be used by the state and local government, public education, other public entities in Texas, as well as public entities outside the state. Visit the DIR's Cooperative Contracts page for more information on customer eligibility requirements and customers outside the State of Texas. This contract does not allow for resellers.

Contract Documents

DIR-TSO-4135 Contract

DIR-TSO-4135 Amendment 1 (see **Associations below**)

DIR-TSO-4135 Appendix A Standard Terms and Conditions

DIR-TSO-4135 Appendix C Pricing Index (per Amendment 1) (see **Associations below**)

How to order

For product and pricing information, contact Carol Harting at (314) 995-6103

Generate a purchase order made payable to World Wide Technology. You must reference the DIR Contract Number **DIR-TSO-4135** on your purchase order.

E-mail or fax your purchase order and quote form to Carol Harting.

Manufacturer Specifications and Pricing

Bomgar/BeyondTrust (See associations below)

CA Technologies (See associations below)

Fortinet (See associations below)

McAfee (See associations below)

MicroAssist (See associations below)

Palo Alto (See associations below)

Riverbed (See associations below)

RSA (See associations below)

Semper Feye (See associations below)

Spinski (See associations below)

Splunk (See associations below)

Symantec (See associations below)

Tanium (See associations below)

Product Warranty and Return Policy

WWT is a reseller of third party products and sells pursuant to the manufacturer's warranty. Customer understands that Vendor is not the manufacturer of the Products or the provider of any OEM Services. Vendor will ensure that all Products sold hereunder are new and are covered by the manufacturer's standard warranty as made available by the manufacturer. To the extent transferable, Vendor will pass through to Customer any warranty extended to Vendor by the original manufacturer.

Return Policy: Products may only be returned or cancelled in accordance with the manufacturer's return policy.

Manufacturer Warranty Policies (see Policy Below)

Contract details

Vendor ID: 1431912895600

HUB Type: Non HUB

DIR Contract Number: DIR-TSO-4135

Contract Term End Date: 5/2/2021

Contract Exp Date: 5/2/2022

Contact World Wide Technology

Carol Harting

Phone: (314) 995-6103

Fax: (314) 919-1470

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Additional Resources

Bomgar/BeyondTrust

CA Technologies

Fortinet

McAfee

MicroAssist

Palo Alto

Riverbed

RSA

Semper Feye

Spinski
Splunk
Splunk
Tanium

Contract and Warranty Resources

- DIR-TSO-4135-AMD-1.pdf
- DIR-TSO-4135_Appendix_C_Pricing_Index_per_Amendment_1.pdf
- Manufacturer-Warranty-Policies_v2.pdf

State Contracts

Simplifying IT procurement for state and local government agencies.

WWT holds more than 130 contract vehicles in 27 States: Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Illinois, Iowa, Kansas, Louisiana, Minnesota, Missouri, New Mexico, New York, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington and Wisconsin.

Our contract vehicles allow state and local government agencies, such as cities and counties, K-12 school districts and higher education institutions, to streamline and simplify their entire IT procurement process from a single source at a substantial savings. Through our contract vehicles, customers can avoid the solicitation process, save resource time, and receive exceptional customer service and competitive pricing.

View the complete list of contracts held by WWT by state below:

- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Florida
- Hawaii
- Illinois
- Iowa
- Kansas
- Louisiana
- Minnesota
- Missouri
- New Mexico
- New York
- Ohio
- Pennsylvania
- South Carolina
- South Dakota
- Tennessee
- Texas
 - DIR IT Security Contract
- Utah
- Virginia
- Washington
- Wisconsin
- Multi-state

M. Safety Record

xv. Describe the Offeror's safety record.

Occupational Health and Safety

We maintain a comprehensive, corporate-wide occupational health and safety compliance assurance program based on global regulatory requirements, industry standards and best practices to provide a safe and injury-free workplace for our employees. Health and safety training help employees understand their safety responsibilities and covers information needed for specific jobs (such as ergonomics and electrical safety).

Our Occupational Health and Safety Program includes:

- Continuous assessment of occupational health and safety risks
- Training and promotional activities to raise employee safety awareness
- Thorough investigation of incidents to determine root causes and take actions to prevent recurrence

The company continues to work toward a goal of a reduction in incidents year over year through focused analysis of incident history, work place safety inspection results and employee engagement to determine actions necessary to improve performance. This information is reviewed and actions determined during regularly scheduled safety steering committee meetings that include representation from executive management and all affected areas of the company

Injuries and Lost Time Reporting WWT has maintained an injury and lost time rate at or below the average rate for organizations within the same NAIC code for the past three years:

Injuries and Lost Time			
	2017	2018	2019
TIR/TRCR	0.5	0.84	0.81
LWCR	0.27	0.52	0.44
DART	0.36	0.64	0.61
ERM	0.51	0.51	0.45

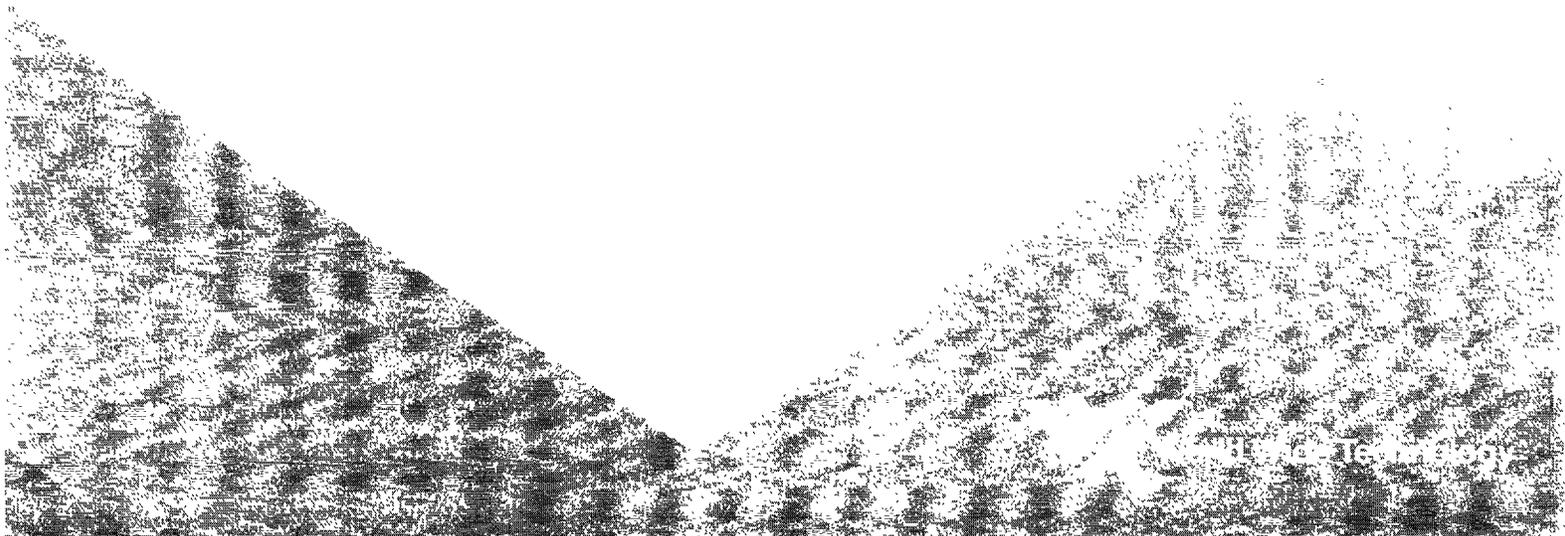
- TIR/TRCR:** Total Recordable Case Rate = (Total Recordable Cases X 200,000)/Hours
- LWCR:** Lost Workday Case Rate = (Number of Lost Workday Cases X 200,000)/Hours
- DART:** Days Away from work, job Restrictions, and/or job Transfers = Total # of injuries & Illnesses w/Days Away + Total # of Injuries & Illnesses w/Restricted Work/Hours
- EMR:** Experience Modification Rate (adjustment of annual workers' compensation insurance premium based on previous loss experience)

N. Additional Information

xvi. Provide any additional information relevant to this section.

No further details. Section above provides requested details.

TAB 4 – Qualification and Experience



4.0 Qualification and Experience

A. Company History

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

World Wide Technology: History and Mission

Founded in 1990, World Wide Technology (WWT) has grown from a small product reseller into a global systems integrator with nearly \$12 billion in annual revenue and more than 6,000 employees throughout the world. WWT brings an innovative and proven approach to how organizations explore, evaluate, architect, and implement multi-vendor solutions. With the continuous evolution of technology, organizations' IT staff members are often reduced to evaluating one-off, emerging technology products. WWT recognized this problem and built an IT innovation ecosystem to eliminate the pain of evaluating new technology and help our customers reach their desired outcomes.

WWT Fast Facts

- Business partner for more than 70 Fortune 100 companies
- More than 4 million square feet of global warehouse space dedicated to supply chain solutions
- Consistently ranked on Fortune's "100 Best Companies to Work For" list
- Received Glassdoor's "Employee Choice Award" for being one of the best places to work
- Recognized as a best workplace for Women, Diversity, Millennials and Parents
- Ranked #11 on Great Place to Work's "Best Workplaces in Technology" list in 2019
- Ranked #27 on Forbes' "America's Largest Private Companies" list
- Strong financials: \$2 billion credit line; compound annual growth rate averaging 15%
- ISO 9001:2015- and TL9000:2016-certified facilities
- Nationally certified Minority-owned Business Enterprise (MBE)

For more than 30 years, we have educated companies on how technology can drive efficiency and scale within their organizations. Our early experience with architecting complex infrastructure solutions established credibility within organizations, but it was our willingness to look beyond the technology and drive to an organization's desired business outcomes that solidified WWT as a trusted consultative partner. This shift has resulted in WWT taking the lead on transformation initiatives for numerous Fortune 500 companies and government entities.

Our Vision, Mission and Core Values

At WWT, culture is key to our long-term success as a company. We develop our culture in support of our vision to be the best technology solution provider in the world. Culture is also the driving force of our mission to create a profitable growth company that is also a great place to work.

As we grew, WWT developed a set of core values to act as a path for our collective attitudes, beliefs and behaviors that define who we are, how we act and how we make decisions. Following our core values, individually and collectively, helps us to make better decisions for

our customers and guides our decisions as a responsible corporate citizen.

B. Company Reputation

ii. Describe Offeror's reputation in the marketplace.

At WWT, culture is key to our long-term success as a company. We develop our culture in support of our vision to be the best technology solution provider in the world. Culture is also the driving force of our mission to create a profitable growth company that is also a great place to work.

As we grew, WWT developed a set of core values to act as a path for our collective attitudes, beliefs and behaviors that define who we are, how we act and how we make decisions. Following our core values, individually and collectively, helps us to make better decisions for our customers and guides our decisions as a responsible corporate citizen.



As listed in section above, WWT enjoys a stellar reputation in the marketplace as indicated by the following recognitions:

- Consistently ranked on Fortune's "100 Best Companies to Work For" list
- Received Glassdoor's "Employee Choice Award" for being one of the best places to work
- Recognized as a best workplace for Women, Diversity, Millennials and Parents
- Ranked #11 on Great Place to Work's "Best Workplaces in Technology" list in 2019
- Ranked #27 on Forbes' "America's Largest Private Companies" list

C. Company Reputation of Products and Services

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

WWT partners with the world’s leading technology manufacturers and maintain the highest levels of certification to offer customers hardware and software solutions that drive and improve their business. These manufacturers can be evaluated in our Advanced Technology Center (ATC) and range from Silicon Valley heavyweights like Cisco, VMware, NetApp, Dell Technologies, HPE and several others, to emerging technology players like Tanium and Dedrone. Individually these companies are impressive, but when integrated with WWT, we create game-changing solutions.

Our top OEM partners are listed below:

		
#1 Global Partner	#1 Partner	#1 Partner
		
#1 U.S. Partner	#1 Partner North America	#1 National Premier Partner

D. Key Personnel Experience

iv. Describe the experience and qualification of key employees.

Please see “Section 3. Appendix D, Sub-Section G – Key Personnel” for a list of personnel who are responsible for manage the OMNIA Contract.

WWT will also assign highly qualified and experienced key personal in each market to work with customers to leverage and grow the OMNIA contract. The following provides all of the functional roles description from the field organization to support Region 4 ESC and OMNIA Partners, participating states, and respective customers in their comprehensive technology needs:

- **Client Manager(s)** – Manages the overall business relationship with each 4 ESC participating entity and their unique customers.
- **Consulting Systems Engineer(s)** – Develops the ongoing technical and solution partnership with each OMNIA Partners participating entity and their unique customers.

- **Regional Sales Manager** – First-line field leadership to build relationships with the senior leadership of the OMNIA Partners participating entities and each unique client and serves as an escalation point in times of such need.
- **Chief Technology Advisor** – Serves as a forward-looking innovation and strategy consultant to OMNIA Partners and clients to explore the evolution of technology and business needs.
- **Chief Digital Advisor** – Helps each individual client explore the external digital outcomes they are leveraging to achieve and develops a methodology and process to get there, which includes coaching, ideation identifying, and involving all key stakeholders.
- **Services Consultant(s)** – Owns, collaboratively with client managers and consulting systems engineers, the relationship with each unique client, all scoping efforts and activities, the delivery and execution of the statement of work, and high-level engagement with the client through the delivery of the project.
- **Vice Presidents, State & Local Government and Education** – WWT will provide two Vice Presidents — one for the East and one for the West — who together serve as the most senior business leaders focused on the state & local government and education market at WWT. They will also function as executive sponsors of OMNIA Partners and participating states, and the most senior points of engagement and escalation for the client to within WWT.

Above and beyond our dedicated field resources, WWT would also provide additional high-value resources to the program to make sure program and individual customer projects are as efficient as possible through delivery and all the way to customer delight. These would include, but would not be limited to:

- **Contract Manager** – A dedicated WWT contract manager accountable for the ongoing management, enablement, and administration of the OMNIA Partners program.
- **Legal Counsel** – The point of contact to support OMNIA Partners, and our internal contract manager on the initial contract execution of the master agreement, and any future modifications to the contract from a legal perspective.
- **Sales Operations Manager** – Leads a team of sales operations representatives that would facilitate and execute the quote to invoice process for each unique order associated with OMNIA Partners contracts.
- **Director, Partner Strategy** – Serves as the WWT liaison between our contract management team, our field client teams, and the publishers represented on the contract for any supporting documentation and future adds or changes at the request of the OMNIA Partners contract.

We are confident about what you see here and will see throughout our response: WWT is heavily invested in the state & local government and education market, and has the appropriate resource expertise to execute on the scope in a manner that drives best-in-class, value-based outcomes with any resulting master agreement. We are committed to building a strategic partnership with the OMNIA Partners contract that focuses on your desired goals as the program and market evolves.

E. Experience Working with Government Sector

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

The state & local government and education market is a very strategic focus for WWT. As a result, we have made substantial investments in building a high-performing team of experienced field resources and industry experts to support the mission of constituent-based outcomes. We have over 100 sales, operational, and technical resources dedicated to the state & local government and education market that would support this agreement as participating addenda are executed with states across the country. These resources are distributed in markets across the entire country to make sure when at all possible we have our people as close as possible to the customers.

Who We Serve

In support of our vision to be the best technology solution provider in the world, WWT dedicates resources and tailors products and services to meet the needs of commercial enterprises; federal, state and local government agencies; educational institutions; and service providers. We continue to stand by our goal of building and developing WWT intellectual property, products, and reference architectures to create differentiated value for our company, customers, and partners.

Global Commercial Enterprise

WWT conducts business with more than 70 Fortune 100 companies, ranging from financial institutions and healthcare providers to manufacturers, retailers and utility companies.

Public Sector

Federal Government

WWT offers IT procurement, logistics, software development and program management to a range of federal agencies and departments, including the Department of Justice and the Department of Defense. For 20 years, WWT has fulfilled products and services for a range of public engagements governed by Blanket Purchase Agreements; Indefinite Delivery, Indefinite Quantity contracts; GSA Multiple Award Schedules and various other agency-specific contracts.

State and Local Government

WWT has more than 20 years of experience helping state and local government agencies to innovate. Our experience spans a variety of agency functions and missions, including transportation, social services, public safety, administration, and information technology. We hold numerous state contracts for the procurement of products and services.

Education

WWT works with K-12 school districts and higher education institutions nationwide to provide advanced technology solutions ranging from remote learning and collaboration to high-speed wireless networks that support mobile devices across campuses. We also provide network- and physical-security solutions to promote student and staff safety and security. WWT works on E-rate- and non-E-rate-funded projects.

Global Service Providers

At WWT, our goal is to fundamentally transform the service-provider industry. Through our Idea-to-Outcome-based approach and global fulfillment, WWT enables service providers to deliver next-

generation technology platforms faster. WWT supports service providers by managing the planning, procurement and deployment of their technology and associated supply chain requirements.

F. Assistance with E-Rate Funding

- vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.*

WWT has been assisting School Districts across the nation since practically the inception of the E-rate program. Although we cannot help the District secure E-rate funding, as this action may be against E-rate program rules, we at WWT employ staff with over 25 years of experience working within the program. Several of them have held leadership positions as applicants, solution providers and manufacturers.

As a solution provider, WWT has the capability to assist the applicant as they submit the supporting documentation portion of the E-rate form 471 as well as assisting with common place E-rate performance Integrity Assurance (PIA) reviews and invoicing inquiries.

In terms of project planning, as it relates to an E-rate project, WWT, once again has the highly skilled resources to plan and implement an E-rate project and coincidentally this is an eligible E-rate service.

In conclusion, WWT has the solutions, resources and expertise to assist you in a variety of ways as you utilize the E-rate program to fund your technology needs.

G. Past Litigation, Bankruptcy, Reorganization and State Investigations

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

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

H. Customer References

- viii. 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.*

One of the leading indicators of our success as a products and professional services provider is the clients we serve, and how these clients feel about their experience with us. We encourage you to contact each reference to obtain their thoughts on our industry knowledge, collaborative approach, and overall level of professionalism.

Reference 1

Customer Information	
Entity Name: State of Missouri, Office of Administration – ITSD	Contact Name/Title: Steve Siegler, Deputy CIO
Customer Address: Jefferson City, MO 65101	Contact Phone: 573-751-9406
	Contact Email: steve.siegler@oa.mo.gov
Project Information	
Years Served:	5
Annual Volume:	
Description of Service:	
<p>WWT provides to the State of Missouri the full line of Cisco networking products and services including presales support; installation; engineering help desk, telephone, and electronic support; Cisco SMARTnet branded maintenance; training and professional services for agencies in the State of Missouri.</p> <p>WWT provides professional services to support the design, acquisition and implementation of the State’s network and network applications and in concert with the provision of Cisco hardware and software products acquired by the State.</p> <p>WWT provides pre-sales design and engineering support to the state agency to allow the state agency to process an order, including current and new product information, configuration assistance and product pricing. WWT provides pre-sales design and engineering support on-site, by telephone and by email. WWT assists in providing available Cisco certified training, when requested by the state. WWT provides SMARTnet maintenance services for hardware and software on-site in accordance with Cisco’s coverage areas within the State of Missouri (both during and after the warranty). WWT provides advanced parts replacement not involving on-site personnel.</p> <p>WWT provides a range of other services including electronic ordering, electronic invoicing, procurement, staging, configuration, shipping, deployment, and reverse logistics as needed to support the above activities. All activities are managed by the Missouri-based Client Management Team.</p>	
Project Examples:	
Office of Administration – Unified Communication Encryption Engagement	
<p>The State of Missouri requested WWT to perform a configuration change to their Cisco UC and UCCE infrastructure to add end-to-end encryption for data in transit and at rest. This project was required by the State of Missouri, so they are compliant with the IRS Encryption Requirements of Publication 1075.</p> <p>Key Team Members included Sr. Voice Engineer, Sr. Voice Engineer UCCE, Sr. Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer.</p>	
Missouri State Highway Patrol – Unified Communications Upgrade and Migration	
<p>MSHP requested WWT’s assistance upgrading their current UC environment from version 10.5(2) to recommended version 12.5SU1 or latest agreed-upon version. MSHP requested support of an experienced Cisco Voice Engineer to assist in planning and performing the Cisco UC upgrade alongside the MSHP voice team providing knowledge transfer throughout.</p> <p>Key Team Members include Sr. Voice Engineer, Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer.</p>	

Missouri Lottery – Cisco Security Configuration Services

The Missouri Lottery requested WWT’s assistance with configuring and fully operationalizing their Cisco Security technologies. These technologies include Cisco Firepower Threat Defense with FTD and ASA devices, Cisco Identity Services Engine, Cisco Stealthwatch Cloud (Private Network Monitoring), Cisco Umbrella, Threat Defense Dashboard, and AMP. All these technologies are deployed, but not configured to take full advantage of the product capabilities pertinent to the customer’s requirements.

Key Team Members: Sr. Security Engineer, Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer

Reference 2

Customer Information	
Entity Name: Denver International Airport (City and County of Denver)	Contact Name/Title: Steve Coker, Sr. Manager of Voice & Data Infrastructure
Customer Address: Denver, CO 80249	Contact Phone: 303-513-0468
	Contact Email: Steve.coker@flydenver.com
Project Information	
Years Serviced:	5+
Annual Volume:	
Description of Service:	
<p>Scope and deliverables, include number of resources engaged in multiple projects, timelines as follows:</p> <ul style="list-style-type: none"> • Multi-year, Enterprise LAN/WAN Refresh, 2017-2019: All Cisco Network solution designed and deployed throughout Denver International Airport in a four-phase deployment. Utilized the WWT North American Integration Center (“NAIC”) for configuration and optimization of the hardware and software. Multiple deployment engineers on site throughout each phase of the deployments including Project Manager and Project Coordinator used for this project. • Hybrid VBlock Converged Solution for two Active/Active data centers including VMAX, Isilon Block Storage; Data Center Networking; Security & Virtualization. Project began in 2015 and concluded in 2016. Utilized WWT NAIC for configuration and optimization of all solutions. Deployment engineers on site throughout delivery as well as a Project Manager. • Networking for Gate Expansion Project, 2019 – 2020: All Cisco Network solution designed and deployed in Concourse A, Concourse B, Concourse C, De-icing Stations, and NOC. Utilized the WWT NAIC for configuration, optimization, and asset tagging of all hardware and software for the project. • Enterprise Wireless Solution for Main Terminal, Concourses, Underground Trains, Land Side, Out Buildings, Hangars and 54-mile campus at Denver International, 2012-ongoing: Full design and deployment. Utilized the WWT NAIC for configuration and optimization of the hardware and software. n-site deployment engineers; Project Manager, Project Coordinator staffed the deployment of this project. • Great Hall Remodel Network & Data Center capacity add, 2020: Capacity add to Dell/EMC V-blocks & Isilon in the Data Centers, Network Capacity add for the Great Hall/Main Terminal area. Utilized the WWT NAIC for configuration and optimization of the hardware and software as well as for asset tagging of the hardware. 	

Reference 3

Customer Information	
Entity Name: City of Seattle	Contact Name/Title: Don Behrend, Sr. Vendor Manager
Customer Address: Seattle, WA 98104	Contact Phone: 206-684-4571
	Contact Email: don.behrend@seattle.gov
Project Information	
Years Served:	March 2020 to present
Annual Volume:	
Description of Service:	
<p>Scope and deliverables, include number of resources engaged in project as follows:</p> <p>After a lengthy RFP process, WWT was selected as the Prime Contractor for the City of Seattle’s Unified Communications and Contact Center (UCCC) program. The scope of this program is to replace 14,500 telephone lines on an aged Nortel PBX to a modern Cisco IP Telephony system. It also included the replacement of 38 contact centers with modern Cisco/Google technology for IVR, Agent & Supervisor management and Artificial Intelligence-based chatbots. WWT provided the full solution design as well as the procurement for all software and hardware on this program. While the City planned a three-year timeline for this program, WWT expects to have the major deliverables finished within 18 months. Ongoing support will continue for up to five years. WWT has 13 dedicated resources on this program and has accomplished several major milestones thus far, including the full build out of the new architecture.</p> <p>Scope of resources include:</p> <ul style="list-style-type: none"> • Program Manager • Sr. Project Manager (x2) • Project Manager • Collaboration Solutions Architect • Unified Communications Sr. Architect • Contact Center Sr. Architect • Contact Center Business Consultant • Adoption Services Learning Consultant • Adoption Services Trainer • Operational Support Help Desk Agent (x2) <p>Technologies utilized to supplement services include a custom WWT online store for procurement of additional hardware and software tools, automated provisioning tools, and advanced E911 location tracking tools to ensure customer compliance and success.</p>	

Reference 4

Customer Information	
Entity Name: New York City Department of Information Technology and Telecommunications	Contact Name/Title: Available for contact only if down selected, per customer advisement.
Customer Address: New York City, NY	Contact Phone: Available for contact only if down selected, per customer advisement.
	Contact Email: Available for contact only if down selected, per customer advisement.
Project Information	
Years Served:	2019 to 2020
Annual Volume:	
Description of Service:	
<p>Scope and deliverables include number of resources engaged in project as follows: WWT executed a complete migration of over 100,000 mailboxes at 45 city agencies across New York City to Microsoft Office 365. The WWT scope also included education and adoption around Microsoft Teams, Sharepoint online, One Drive, Pro Plus, and Exchange. Over nine months, WWT project management and services team members delivered on or ahead of time on nine milestones focused on Agency readiness, active directory readiness, Office Pro Plus and mailbox migration and associated mobile deployments. The TARGET mailbox count for each milestone ranged between 6,400 and 10,000.</p> <p>Positions provided, and technologies utilized to supplement services:</p> <ul style="list-style-type: none"> • Sr. Systems Engineer (F/T) – 36 weeks • VMware AirWatch Engineer (F/T) – 36 weeks • VMware Air Watch Technician (F/T) – 8 weeks • Microsoft O365 migration Engineer – Migration (F/T x 2) – 36 weeks x 2 • Digital Workspace Senior Consultant (P/T) – 36 weeks • Project Manager (P/T) – 36 weeks 	

Reference 5

Customer Information	
Entity Name: State of Hawaii Judiciary	Contact Name/Title: Lance Kajiwara, IT Manager
Customer Address: Honolulu, HI	Contact Phone: 808-538-5383
	Contact Email: Lance.k.kajiwara@courts.hawaii.gov
Project Information	
Years Served:	3 years
Annual Volume:	\$1M to \$2M/yr.
Description of Service:	
<p>WWT provided the State of Hawaii Judiciary an Enterprise Agreement (EA) for their collaboration services. The project began with advisory services, which helped create a model that considered the customers' challenges of</p>	

managing their licenses, the financial impacts of growth, and their planned technology initiatives. Once the EA was purchased via the NASPO contract, our Onboarding & Integration team provided the customer with a detailed description of their software entitlements and created a customer success roadmap. The customer success roadmap was built based on the customer’s desired critical business outcomes of ensuring the platform supporting the collaboration services was deployed based on best practices. In addition, WWT provided a Customer Success Manager that shares best practices, insights, and guidance with the customer through the life of the EA.

Reference 6

Customer Information	
Entity Name: City & County of Honolulu	Contact Name/Title: Kevin Sugimoto, IT Manager
Customer Address: Honolulu, HI	Contact Phone: 808-768-7845
	Contact Email: ksugimoto@honolulu.gov
Project Information	
Years Serviced:	3 years
Annual Volume:	
Description of Service:	
<p>WWT provided the City & County of Honolulu (C&C) an Enterprise Agreement for their WebEx services. The project began with advisory services to ensure the EA aligned with their business objectives of standardizing on one platform for video conferencing/remote meetings and having it widely adopted amongst their employees. Once the EA was purchased via the NASPO contract, our pre-sales team provided the customer with a detailed description of their software entitlements. At that time, we also engaged our Adoption Services team to work with the customer to develop training for their end users, as one of the significant risks to purchasing new software is adoption. It is critical to ensure end users understand the purpose the technology and are comfortable utilizing it daily. Thus, the customer and our Adoption Services team have been working on putting together WebEx training documents that will be shared with their end users.</p>	

Reference 7

Customer Information	
Entity Name: City of Phoenix, Information Technology Services	Contact Name/Title: Steen Hambric, Deputy CIO
Customer Address: Phoenix, AZ	Contact Phone: 602-261-8785
	Contact Email: Steen.hambric@phoenix.gov
Project Information	
Years Serviced:	5 years
Annual Volume:	

Description of Service:

The City of Phoenix needed a partner to upgrade 30-year-old Unified Communication and Contact Center systems to a new system that could be designed, installed, and maintained by the partner, and that was scalable to meet the growing demands of the fifth largest city in the United States.

The \$36 million project was awarded to WWT and is currently in its third year of a five-year contract. The contract covers the modernization of the network, unified communications, and the call centers for all city employees and sites. This included the Licensing Management of the Cisco-based Unified Communication and Contact Center systems. WWT provided licensing management consultation and management that contributed to a 15% cost savings of the overall licensing cost for the solution.

WWT provides a staff of 25 to manage the City’s 14,000 phone handsets and more than 40,000 network ports to keep the City operating efficiently. The WWT staff covers the areas of project management, licensing management, installation engineers, and Managed Services support staff.

The Modernization project included replacing all network switches, complete phone system replacement to a VoIP-based Cisco Unified Communications platform, and a Cisco Contact Center for inbound calls to various city agencies that support the citizens of Phoenix.

Reference 8

Customer Information	
Entity Name: U.S. Department of Agriculture (Federal Government Agency)	Contact Name/Title: John Pretti, Contracting Officer
Customer Address: Washington DC	Contact Phone: 970-295-5613
	Contact Email: John.pretti@stl.usda.gov
Project Information	
Years Served:	5 years
Annual Volume:	
Description of Service:	
<p>The USDA CTS struggled with system management for Unified Contact Center Enterprise (UCCE), WebEx, and Jabber and required expert resources for their upgrade. WWT migrated the USDA from their traditional CUCM cluster to a Cisco Hosted Collaboration Solutions – Large Enterprise (HCS-LE) platform. The HCS-LE is designed for customers that want to become a service provider over their own business units containing more than 10,000 users.</p> <p>This new HCS-LE model represents the largest ever deployed in the public sector from Cisco.</p> <p>WWT reviewed the current clusters and sizing while the USDA was continuing its day-to-day migration into their EVoIP environment. The USDA was quickly reaching maximum capacity on its UC clusters. As the USDA was the first to explore such a large HCS-LE solution, a learning curve was expected between Cisco and WWT, and we experienced some issues with the initial deployment. WWT worked with USDA and Cisco through these concerns and has internalized the experience into lessons learned and best practices for future deployments.</p> <p>This deployment is relevant as the USDA is able to oversee their agencies as a service provider, allowing simplified and scalable management of the environment, reducing operations expenditures and offsetting assets, and providing the ability to access voice services via a software client (softphone) on any USDA-approved device, as well as voice, video, and Instant Message/chat presence functionality.</p> <p>WWT analyzed various solution choices for the USDA (e.g., on-premise, cloud-based, hybrid) to address scalability and support through several workshops that included:</p>	

- Prime Collaboration
- Unified Domain Manager-Voss
- Capacity Planning and Resource Allocation of Cisco UCS
- Demonstration and Overview of Cisco’s new 88XX phones — this was received very well and impacted the USDA’s direction with HCS-LE

Reference 9

Customer Information	
Entity Name: US Military Entrance Processing Command	Contact Name/Title: Dorothy McCormick, Contracting Officer
Customer Address: North Chicago, IL	Contact Phone: 502-824-8062
	Contact Email: dorothy.r.mccormick.civ@mail.mil
Project Information	
Years Served:	4
Annual Volume:	
Description of Service:	
<p>The project is outlined below:</p> <ul style="list-style-type: none"> • Has taken place within the past five years • Total installed switch count for this project was 154 across 63 sites • The maintenance services for the below project included hardware/ software maintenance, systems services maintenance from installation through test and acceptance, and transition to MEPCOM personnel <p>The US Military Entrance Processing Command (MEPCOM) partnered with WWT to manage the development and implementation of MEPCOM’s Cisco 4500E Switch Installation solution.</p> <p>WWT provided design, project management, configuration, deployment, testing, and onsite equipment rack, stack and replacement services to support the replacement of the Cisco 6500 series chassis Ethernet switches at approximately sixty-three (63) sites across the US, including testing, troubleshooting and day-after technical support services. To support this effort, WWT served as the onsite project team, providing the following services listed below:</p> <ul style="list-style-type: none"> • Rack and Stack Services: <ul style="list-style-type: none"> - Installation of approximately eighty (80) Cisco 4507s and eight (8) Cisco 4510s across sixty-three (63) sites located throughout the US - Installation of approximately fifty-four (54) Cisco 3750s across sixty-three (63) sites located throughout the US • Prior to change window: <ul style="list-style-type: none"> - Inventoried all equipment and material for site cut-over - Identified and labeled up to thirty (30) cables that were required to be tracked and plugged into specific ports - Reviewed the Port Mapping document for re-cabling the connections as provided by the customer • During Change Window: <ul style="list-style-type: none"> - Unplugged all connections into the switches 	

Customer Information

- Removed existing Cisco 6500 Chassis and set aside for disposal by others
- Installed new Cisco 4500 Chassis
- Set aside the labeled connections
- Connected labeled connections into designated switch ports per Port Mapping document provided by the customer
- Connected patch panel connections into switch
- Utilized all cable management provided, and professionally dressed each connection
- Loaded base configurations per the customer's provided process
- Post Migration:
 - Provided availability for any cabling questions and troubleshooting
 - Provided availability to assist with connectivity to switch console, per the engineer's instructions
 - Provided availability for one (1) day of post-cut support (first day live)
- A complete inventory of all equipment and material removed and installed onsite, including part and serial numbers when applicable
- Before and after photos of replaced equipment and cabling
- Collection and packaging of replaced equipment for shipment
- General – Project Management and Planning
 - WWT staffed this effort with a Project Manager to work in conjunction with the customer to ensure successful delivery of the project. WWT's Project Managers followed a methodology that incorporates project management best practices based closely on the Project Management Institute's Project Management Body of knowledge and is controlled by the WWT project governance model.

WWT provided both oral and written reports that highlighted milestones, action items, issues, risks, and schedule. The reports were provided per customer requirements, and highlighted items such as potential delays, impacts to the timeline, service impacts, or any ad hoc reporting as requested by the customer.

Design Engineering Support

WWT developed the design and implementation plan in accordance with the customer's specifications for solution deployment across multiple customer locations. A Bill of Materials (BOM) was included as part of the plan.

Equipment Procurement Support

WWT leveraged its partnerships and supply chain strengths to conduct procurement activities on behalf of the customer, and to accurately deliver the components listed in the BOM.

WWT provided the following training:

WWT provided knowledge transfer of new equipment installation, configuration, and the product line.

Reference 10

Customer Information	
Entity Name: Defense Information Systems Agency (DISA)	Contact Name/Title: Debra Powell-Schaffer, Contracting Officer
Customer Address: Scott Air Force Base, IL	Contact Phone: 618-229-9467
	Contact Email: debra.l.powell-schaffer.civ@mail.mil
Project Information	
Years Serviced:	5
Annual Volume:	
Description of Service:	
<p>The project is outlined below:</p> <ul style="list-style-type: none"> • This project has taken place within the past five years • The customer (DISA) has approximately 10,000 employees • The maintenance services for the below project took place for 1 year and included hardware/ software maintenance, systems services maintenance from installation through test and acceptance and transition to DISA to personnel <p>WWT designed and Deployed a secure Cisco IP based hosted/centralized Voice/collaboration architecture and deployed it within the DISA data center facilities (DECCs) to offer services to DoD customers across the NIPRnet backbone.</p> <p>The EVoIP communications infrastructure was secured through segmenting collaboration network traffic from DoD data traffic, encrypting call paths over Virtual Private Network (VPN), and monitoring of traffic passed between DoD and EVoIP networks. WWT deployment engineers hardened both servers (virtualization layer and operating systems) and appliances following DoD (STIG) and Industry regulations for required services to be allowed through the firewalls and disallow all other traffic. In addition to the network, servers, and application security, WWT deployed the Cisco collaboration technology using DoD required certificate-based encryption for media, as well as two-factor identity management for desktop deployed soft client devices at the sites. WWT provided training to DISA resources through knowledge transfer sessions.</p> <p>This deployment included:</p> <ul style="list-style-type: none"> • Furnished all Cisco Voice Servers, Hardware, Cisco Voice Gateways, Cisco Phone Sets, Cisco software, licenses, and Cisco hardware/software maintenance. • WWT Provided professional services around Consulting, Design, Project Management, installation and maintenance of Cisco Unified communications services applications, Voice messaging systems, Soft Clients, Voice Gateway's, IP phones sets, Session controllers, Voice Gateways. • WWT used its Integrated Technology Center Lab (ITC) to stage and integrate products prior to deployment. The staging required significant integration and configuration from multiple vendors to make the system operational under strict deployment schedule set by the customer. • Training was provided by holding knowledge transfer sessions with identified DISA personnel. 	

I. Additional Information

ix. Provide any additional information relevant to this section.

We do not have additional information to include.

TAB 5 – Value Add

5.0 Value Add

A. Additional Information on Products and Services

WWT's high level Value Add *proposition for Region 4 ESC, OMNIA Partners, and Participating Public Agencies will benefit from:*

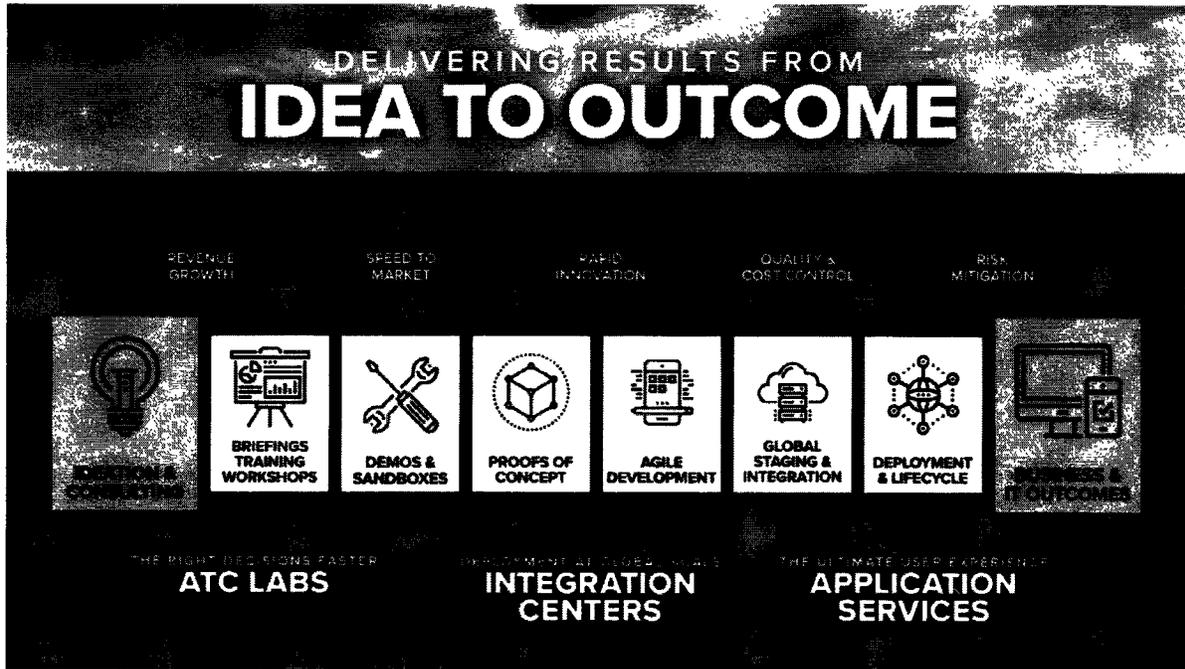
- *A dedicated SLED sales team to service and support this OMNIA Master Agreement, and a nationwide team of Account Managers to support the sales efforts.*
- *Consulting Systems Engineers that act in a pre-sales role to help customers fully understand the technical solution sets. Also, to help support, design and, configure of complex systems being proposed to the OMNIA Partners customers.*
- *Access to World Wide Technology's Advanced Technology Centers (ATC) lab environment and access to WWT facilities for Executive and Customer briefings, including trainings and workshops.*
- *For any technical solutions utilizing our ATC, we can provide demonstrations, proof of concepts, and sandbox testing to match the customers' existing environment.*

WWT knows every organization has a different approach to training employees on new products and content. Through a variety of flexible training options, WWT's Advanced Technology Center (ATC), global engineering talent, media production expertise, and highly skilled field trainers, we will work to ensure your new technology purchase is successfully adopted.

WWT's ATC is a B2B platform built on a collection of physical labs, virtualized to create a collaborative innovation ecosystem to design, build, educate and deploy innovative technology products, integrated architectural solutions, and digital business outcomes for our customers, partners, employees, and communities around the globe. This platform is open and available to all partners and customers at www.wwt.com.

WWT experts can host briefings or workshops with the individuals focused on improving the employee experience — human resources, IT, C-Suite, end-user computing practitioners — around topics like collaboration, end-user computing, security, enterprise architecture, or the overall digital workspace. These workshops will allow collaboration to identify gaps and desired outcomes while providing recommended next steps. In addition, customers can use our ATC to benefit from demonstrations of multi-vendor architectures, labs for mission-critical technology designs, and tech briefings on emerging and competing technologies.

WWT leverages the Idea-to-Outcome methodology to deliver services. The central premise is to establish an environment that allows companies to push themselves past the status quo and disrupt their legacy way of doing business. WWT first helps stakeholders to articulate their ideas, then refines the scope to a viable solution, and finally creates a business and technology roadmap to quickly deliver the desired results and fully optimize the investment.



**DELIVERING RESULTS FROM
 IDEA TO OUTCOME**

REVENUE GROWTH SPEED TO MARKET RAPID INNOVATION QUALITY & COST CONTROL RISK MITIGATION

IDEAS & CONCEPTS **BRIEFINGS TRAINING WORKSHOPS** **DEMOS & SANDBOXES** **PROOFS OF CONCEPT** **AGILE DEVELOPMENT** **GLOBAL STAGING & INTEGRATION** **DEPLOYMENT & LIFECYCLE** **BUSINESS & IT OUTCOMES**

THE RIGHT DECISIONS FASTER DEVELOPMENTAL TOOLS THE ULTIMATE USER EXPERIENCE

ATC LABS **INTEGRATION CENTERS** **APPLICATION SERVICES**

This is WWT’s unique value—the ability to lead organizations through the planning and execution phases of their transformation.

WWT has aligned our services offerings with our core technology disciplines. Using our proprietary tools and methodology, we deliver high-quality technology solutions with seasoned professionals who have years of field experience and hold the top certifications. Our professionals can consult with customers, perform assessment and design work, develop and deploy complex solutions, and work with customers to fully adopt the technology and maximize business outcomes.

WWT AREAS FOR CUSTOMER VALUE

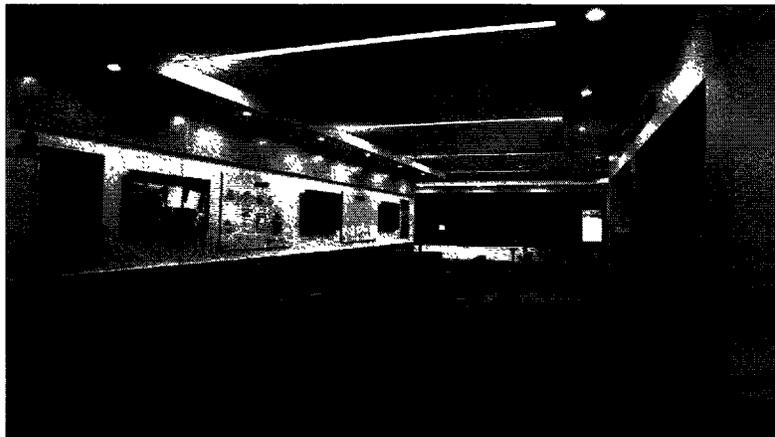
Cost Reduction • Speed & Agility • Quality • Risk Mitigation • Innovation

INFORMATION TECHNOLOGY	PROCUREMENT	LINES OF BUSINESS
<ul style="list-style-type: none"> • Expertise, Education & Enablement • Library of Integrated Architectures <ul style="list-style-type: none"> • Enterprise ready tested • Hyper Scale Innovation Lab Environment <ul style="list-style-type: none"> • Sandbox Environment • Proofs of Concepts • Product Comparisons • Testing Tools • Certification Testing • Production Readiness Training • Adoption Services • Supply Chain Process Improvement • Business Case Development 	<ul style="list-style-type: none"> • Partner Simplification • Maximum optionality • Benchmarking • Pricing comparisons on like purchases • Maximized buying value • Quality and Timeliness of Reporting • Contract Consolidation • Expeditious OEM On-Boarding • Expeditious OEM Exit • Cash Flow Improvement • Financial Settlement Options • Diversity Recognition 	<ul style="list-style-type: none"> • Align Business Strategy & Technology Initiatives • Digital Experience Advisory • Capture Speed to Market Advantages • Experts who can provide strategies for: <ul style="list-style-type: none"> • Competitive analysis • Increased market capitalization • Revenue growth targets • Infrastructure modernization expertise • Agile application development expertise • Shared investment • Outcome oriented • Practical Enterprise Architecture Approach

Advanced Technology Center

WWT has invested in the Advanced Technology Center (ATC) to give our customers opportunities to evaluate multiple OEM technologies in a single, integrated, remotely accessible environment. Using the latest data center, collaboration, security and networking technologies, WWT engineers design and integrate systems to solve business and technical challenges facing public and private organizations.

More than 3,000 engineers and technical resources are available to perform product demonstrations in a virtual environment accessible from anywhere around the world. Our engineers stay current with the latest technology developments through continuous training and close working relationships with OEM personnel.



The ATC ecosystem is defined by the combined experience of WWT consulting systems engineers, IT operations and professional services engineers, along with the knowledge of peers from manufacturing partners and customers. Our engineers are constantly developing new ways to integrate technology, test products as they are introduced to market and define new architectures that address today's biggest business challenges.

Powered by a multi-tenant private-cloud infrastructure, the ATC is organized into four groups of labs for research and development, testing, training and integration. Key capabilities and benefits of the ATC include:

- An architecturally independent, multi-vendor view of technology and solutions, allowing customers to make the right choice for their specific technology environments
- Easy access to multiple software- and hardware-based demonstrations
- Remote or on-site access
- WWT engineers can perform product demonstrations in a virtual environment from anywhere around the world
- Customer evaluations, proofs of concept and pilot projects
- Features include technology infrastructure from leading OEMs, more than 250 racks of equipment, sandbox testing environments and a hands-on solution showcase center



B. Past Performance

- Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.***

Past Performance Examples

With a 30-year history of providing professional services and products to government agencies, we understand your unique challenges. WWT successfully provides professional services and products to numerous government, public, and private sector customers. Our professionals possess the skills, experience, technical acumen, and commitment to consistently deliver successful engagements across all markets. We have included some examples of our engagements for your review.

State of Missouri, Office of Administration – ITSD

WWT provides to the State of Missouri the full line of Cisco networking products and services including presales support; installation; engineering help desk, telephone, and electronic support; Cisco SMARTnet branded maintenance; training and professional services for agencies in the State of Missouri.

WWT provides professional services to support the design, acquisition and implementation of the State's network and network applications and in concert with the provision of Cisco hardware and software products acquired by the State.

WWT provides pre-sales design and engineering support to the state agency to allow the state agency to process an order, including current and new product information, configuration assistance and product pricing. WWT provides pre-sales design and engineering support on-site, by telephone and by email. WWT

assists in providing available Cisco certified training, when requested by the state. WWT provides SMARTnet maintenance services for hardware and software on-site in accordance with Cisco's coverage areas within the State of Missouri (both during and after the warranty). WWT provides advanced parts replacement not involving on-site personnel.

WWT provides a range of other services including electronic ordering, electronic invoicing, procurement, staging, configuration, shipping, deployment, and reverse logistics as needed to support the above activities. All activities are managed by the Missouri-based Client Management Team.

Project Examples:

- **Office of Administration – Unified Communication Encryption Engagement:** The State of Missouri requested WWT to perform a configuration change to their Cisco UC and UCCE infrastructure to add end-to-end encryption for data in transit and at rest. This project was required by the State of Missouri, so they are compliant with the IRS Encryption Requirements of Publication 1075.
- **Missouri State Highway Patrol – Unified Communications Upgrade and Migration:** MSHP requested WWT's assistance upgrading their current UC environment from version 10.5(2) to recommended version 12.5SU1 or latest agreed-upon version. MSHP requested support of an experienced Cisco Voice Engineer to assist in planning and performing the Cisco UC upgrade alongside the MSHP voice team providing knowledge transfer throughout.
- **Missouri Lottery – Cisco Security Configuration Services:** The Missouri Lottery requested WWT's assistance with configuring and fully operationalizing their Cisco Security technologies. These technologies include Cisco Firepower Threat Defense with FTD and ASA devices, Cisco Identity Services Engine, Cisco Stealthwatch Cloud (Private Network Monitoring), Cisco Umbrella, Threat Defense Dashboard, and AMP. All these technologies are deployed, but not configured to take full advantage of the product capabilities pertinent to the customer's requirements.

Denver International Airport (City and County of Denver)

- **Multi-year, Enterprise LAN/WAN Refresh, 2017-2019:** All Cisco Network solution designed and deployed throughout Denver International Airport in a four-phase deployment. Utilized the WWT North American Integration Center ("NAIC") for configuration and optimization of the hardware and software. Multiple deployment engineers on site throughout each phase of the deployments including Project Manager and Project Coordinator used for this project.
- **Hybrid VBlock Converged Solution for two Active/Active data centers including VMAX, Isilon Block Storage; Data Center Networking; Security & Virtualization.** Project began in 2015 and concluded in 2016. Utilized WWT NAIC for configuration and optimization of all solutions. Deployment engineers on site throughout delivery as well as a Project Manager.
- **Networking for Gate Expansion Project, 2019 – 2020:** All Cisco Network solution designed and deployed in Concourse A, Concourse B, Concourse C, De-icing Stations, and NOC. Utilized the WWT NAIC for configuration, optimization, and asset tagging of all hardware and software for the project.
- **Enterprise Wireless Solution for Main Terminal, Concourses, Underground Trains, Land Side, Out Buildings, Hangars and 54-mile campus at Denver International, 2012-ongoing:** Full design and

deployment. Utilized the WWT NAIC for configuration and optimization of the hardware and software. n-site deployment engineers; Project Manager, Project Coordinator staffed the deployment of this project.

- Great Hall Remodel Network & Data Center capacity add, 2020: Capacity add to Dell/EMC V-blocks & Isilon in the Data Centers, Network Capacity add for the Great Hall/Main Terminal area. Utilized the WWT NAIC for configuration and optimization of the hardware and software as well as for asset tagging of the hardware.

City of Seattle

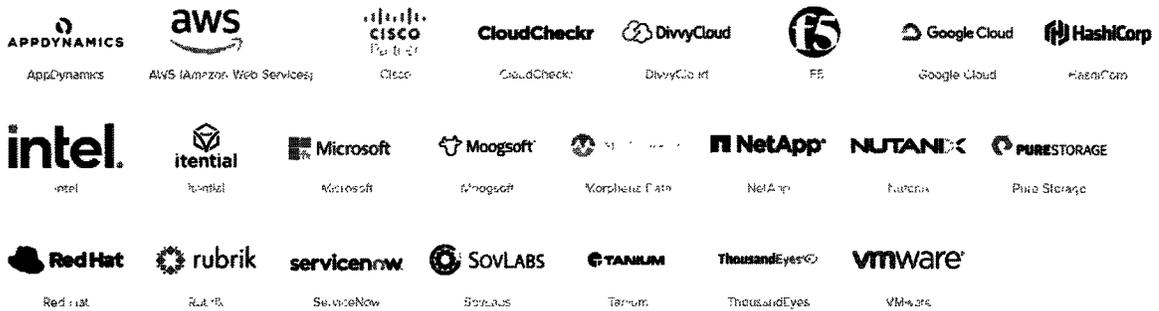
- WWT was selected as the Prime Contractor for the City of Seattle’s Unified Communications and Contact Center (UCCC) program for a 3-year contract in March 2020. The scope of this program is to replace 14,500 telephone lines on an aged Nortel PBX to a modern Cisco IP Telephony system. It also included the replacement of 38 contact centers with modern Cisco/Google technology for IVR, Agent & Supervisor management and Artificial Intelligence-based chatbots. WWT provided the full solution design as well as the procurement for all software and hardware on this program. While the City planned a three-year timeline for this program, WWT expects to have the major deliverables finished within 18 months. Ongoing support will continue for up to five years. WWT has 13 dedicated resources on this program and has accomplished several major milestones thus far, including the full build out of the new architecture.

Additional Product Availability

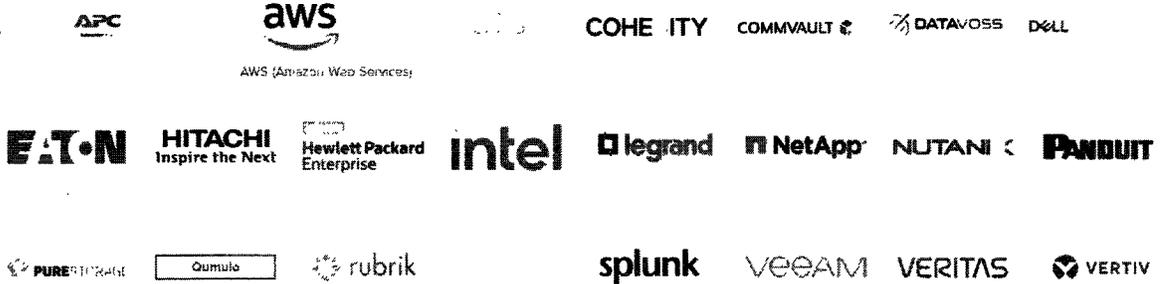
As noted in Section 2.0 Products/Pricing WWT is offering all products we have access to for the OMNIA Partners contract. A sample listing of our top manufacturers can be found here.

<https://www.wwt.com/atc/explore/partners>

Automation & Orchestration ^



Data Center ^



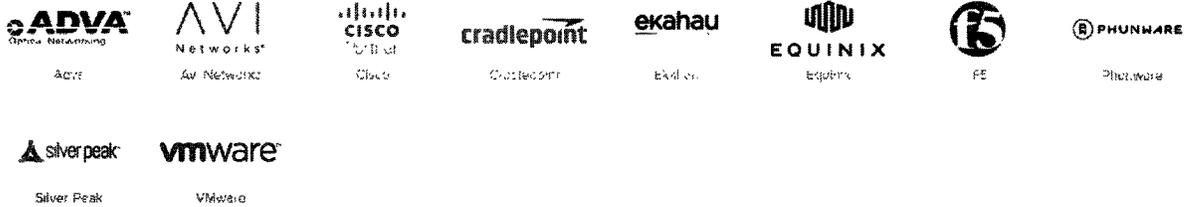
Digital Workspace ^



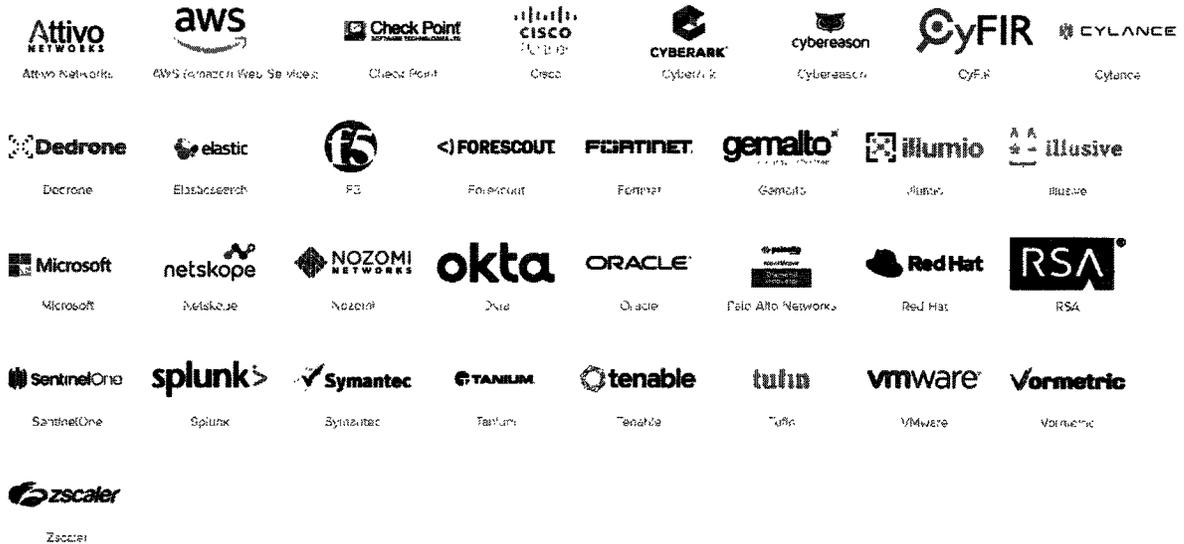
Multicloud Architecture ^



Networking ^



Security Transformation ^



TAB 6 – Additional Required Documents

6.0 Appendix C – Additional Required Documents

A. Document #1: Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C, Doc #1

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

OPEN RECORDS POLICY

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

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

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

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

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

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

January 13, 2021
Date



Vice President
Authorized Signature & Title

C. Document #3: Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

D. Document #4: Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Gregory Brush, as an authorized representative of

World Wide Technology, 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

January 13, 2021
Date

E. Additional Agreements

Please see the additional links to agreements specific to several Manufacturers.

Cisco

<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end-user-license-agreement.html>

Palo Alto Networks

https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf

Pure Storage

<https://www.purestorage.com/content/dam/pdf/en/legal/pure-enduser-agreement.pdf>

TAB 7 – Additional Attachments

Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/28/2020														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																		
PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811		CONTACT NAME PHONE (A/C No., Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: _____																
INSURED World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Insurance Company</td> <td>19445</td> </tr> <tr> <td>INSURER B : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER C : National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company	19445	INSURER B : New Hampshire Insurance Company	23841	INSURER C : National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																	
INSURER A : National Union Fire Insurance Company	19445																	
INSURER B : New Hampshire Insurance Company	23841																	
INSURER C : National Union Fire Ins. Co. of Pittsburgh, PA	19445																	
INSURER D :																		
INSURER E :																		
INSURER F :																		
<p>COVERAGES CERTIFICATE NUMBER: CH-009045892-10 REVISION NUMBER: 8</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																		
INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL NUMBER (INSR. 1000)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JCT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		GLS100087	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000												
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA2861519	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$250,000/\$500,000 DED \$ _____												
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____												
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 080-75-6208 (AOS) WC 080-75-6207 (CA)	03/01/2020 03/01/2020	03/01/2021 03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence Only.																		
CERTIFICATE HOLDER World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manoshi Mukherjee <i>Manoshi Mukherjee</i>														

World Wide Technology

1 World Wide Way

St. Louis, MO 63146

314-569-7000

www.wwt.com



World Wide Technology



Sales Quotation

Quote # 6737257.4
 Quote Date JAN-11-2024
 Expiration Date FEB-10-2024
 Quote Name City of No. Richland Hills - Carbon Black - Q6737257 OMNIA Partners Technology Solutions
 Contract OMNIA / R210407
 Exp Date: 05/31/2024

Submitted By

ISR Kara Michelle Bertram
 Kara.Bertram@wwt.com
 AM Claire Elizabeth (Claire) Noel
 (314) 682-5040
 Claire.Hulcer@wwt.com

Submitted To

City of North Richland Hills
 Amy Stephens
 817.427.6246
 astephens@nrhtx.com

Issue PO To

World Wide Technology, LLC.
 1 World Wide Way
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
1	VSEC-CBES-DIR-W-US-1Y-C	VMWARE	Services	700	\$20.58	\$14,406.00
Description: VMware Carbon Black Cloud Endpoint Standard + SaaS Production Support and Subscription - Subscription License - 1 Endpoint - 1 Year						
2	VSEC-CBMD-DIR-X-US-1Y-C	VMWARE	Services	700	\$8.31	\$5,817.00
Description: VMware Carbon Black Cloud Managed Detection - Subscription License - 1 Endpoint - 1 Year						

TOTALS

Services Total	\$20,223.00
Subtotal	\$20,223.00
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$20,223.00

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

As you may be aware, global supply chains across all industries are facing uncertain impacts from the Coronavirus. WWT is monitoring the situation closely and is in constant contact with our suppliers and partners so that quoted lead times are as accurate as possible. Due to the quickly evolving nature of this situation, please be advised that it is possible that quoted lead times and delivery dates may change with little or no notice. WWT will continue to work with customers and suppliers/partners to evaluate options to minimize any impact.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.