Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23rd, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2019. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Advanced Technology Solutions Aggregator for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Advanced Technology Solutions Aggregator, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center 1850 Highway 351 Abilene, Texas 79601

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by Region 14 Education Service Center For

Advanced Technology Solutions Aggregator

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 18-19



Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Advanced Technology Solutions Aggregator.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ♦ National Cooperative Purchasing Alliance (NCPA)
 - ➤ The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - ➤ Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

♦ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- > Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- ➤ Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- ➤ Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

♦ Required Proposal Format

Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs

- ➤ Tab 1 Master Agreement / Signature Form
- ➤ Tab 2 NCPA Administration Agreement
- ➤ Tab 3 Vendor Questionnaire
- ➤ Tab 4 Vendor Profile
- ➤ Tab 5 Products and Services / Scope
- > Tab 6 References
- ➤ Tab 7 Pricing
- ➤ Tab 8 Value Added Products and Services
- ➤ Tab 9 Required Documents

Due Date and Time:

Shipping Label

name of the company respon	ding. All packaged <u>must be sealed</u> and delivered to the Region
14 ESC offices no later than th	ne submittal deadline assigned for this solicitation.
From:	
Company:	
Address:	
City, State, Zip:	
Solicitation Name and Number	er:

> The package must be clearly identified as listed below with the solicitation number and

Tab 1 – Master Agreement General Terms and Conditions

♦ Customer Support

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

♦ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- ➤ The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

♦ Renewal of Contract

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

♦ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- ➤ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

♦ Shipments (if applicable)

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

♦ Tax Exempt Status

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

♦ Payments

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

♦ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- ➤ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

♦ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- ➤ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

♦ Warranty

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

♦ Indemnity

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

♦ Franchise Tax

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

♦ Supplemental Agreements

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

♦ Certificates of Insurance

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

♦ Legal Obligations

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

♦ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

♦ Force Majeure

- ➤ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- ➤ The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

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

♦ Prevailing Wage

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

♦ Miscellaneous

➤ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

♦ Open Records Policy

- ➤ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

♦ Contract Administration

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

♦ Contract Term

- The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- ➤ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

♦ Contract Waiver

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

♦ Products and Services additions

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

♦ Competitive Range

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

♦ Deviations and Exceptions

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

♦ Estimated Quantities

➤ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

♦ Evaluation

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

♦ Formation of Contract

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

♦ NCPA Administrative Agreement

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

♦ Clarifications / Discussions

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

♦ Multiple Awards

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

♦ Past Performance

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

Evaluation Criteria

- Pricing (40 points)
 - ➤ Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - > Specifications and features offered by respondent's products and/or services
- Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - ➤ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: 120 days

Company name	SYNNEX Corporation
Address	39 Pelham Ridge Drive
City/State/Zip	Greenville, SC 29615
Telephone No.	864-349-4801
Fax No.	510-360-6613
Email address	danielbr@synnex.com
Printed name	Daniel T. Brennan
Position with company	Vice President & Senior Counsel
Authorized signature	Camel T Bren

Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of	August 1, 2019	, by and between National
Cooperative Purchasing Alliance ("NCPA") an	d SYNNEX Corporation	on ("Vendor").
Rec	itals	

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>August 1, 2019</u> referenced as Contract Number <u>01-97</u>, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Advanced Technology Solutions Aggregator;

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

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

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

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

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

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

♦ General Terms and Conditions

- ➤ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- ➤ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

- 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- ➤ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

➤ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

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

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

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

♦ General Provisions

- ➤ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- ➤ This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- ➤ All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		Vendor:	SYNNEX Corporation	
Name:	Matthew Mackel	Name:	Daniel Brennan	
Title:	Director, Business Development	Title:	Vice President & Senior Counsel	
Address:	PO Box 701273	Address:		
Signature:	Houston, TX 701273	Signature:	E-SIGNED by Daniel Brennan on 2019-08-09 08:32:24 EST	
Date:	August 1, 2019	Date:	August 09, 2019	

Tab 3 - Vendor Questionnaire

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

States Covered

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

Alabama	☐ Maryland	South Carolina
Alaska	☐ Massachusetts	South Dakota
Arizona	☐ Michigan	☐ Tennessee
Arkansas	Minnesota	☐ Texas
California	Mississippi	☐ Utah
☐ Colorado	Missouri	☐ Vermont
Connecticut	☐ Montana	☐ Virginia
Delaware	☐ Nebraska	☐ Washington
District of Columbia	☐ Nevada	☐ West Virginia
Florida	New Hampshire	☐ Wisconsin
Georgia	☐ New Jersey	☐ Wyoming
Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
Illinois	North Carolina	
Indiana	☐ North Dakota	
☐ Iowa	Ohio	
Kansas	Oklahoma	
☐ Kentucky	Oregon	
Louisiana	Pennsylvania	
☐ Maine	Rhode Island	

		lecting this box is equal	to checking all boxes below)
	American Somoa	Northern Marina	Islands
	Federated States of Micronesia	Puerto Rico	
	☐ Guam	U.S. Virgin Island	s
	Midway Islands		
♦	Minority		and Women
	Business Enterprise (MWBE) and (HUB) Participat	ion	
	It is the policy of some entities participating	g in NCPA to involve m	ninority and women
	business enterprises (MWBE) and historica	lly underutilized busi	nesses (HUB) in the
	purchase of goods and services. Responder	its shall indicate below	w whether or not they are
	an M/WBE or HUB certified.		
	 Minority / Women Business Enterpr 	ise	
	 Respondent Certifies that this 	s firm is a M/WBE	
	 Historically Underutilized Business 		
	Respondent Certifies that this	firm is a HUB	
♦	Residency		
	Responding Company's principal place of be	usiness is in the city o	f Greenville
	State of <u>SC</u>		
♦	Felony Conviction Notice		
	Please Check Applicable Box;		
	A publically held corporation; the	- -	
	Is not owned or operated by anyone		-
	Is owned or operated by the following a felony	wing individual(s) who	nas/nave been convicted of
	 If the 3rd box is checked, a detailed explanat 	ion of the names and	convictions must be
	attached.	don or the humbs and	convictions must be
•	Distribution Channel		
	Which best describes your company's posit	ion in the distribution	ı channel:
		fied education/governm	
	🛛 Authorized Distributor 🔲 Manu	facturer marketing thr	ough reseller
	☐ Value-added reseller ☐ Other	Ci	
•	Processing Information		
	Provide company contact information for the	ie following:	
	 Sales Reports / Accounts Payable 		
	Contact Person: Jennifer Mc		
	Title: Contracts Manageme	-	
	Company: SYNNEX Corpora		
	Address: 39 Pelham Ridge D		
	City: Greenville	_ State: SC	Zip: 29615
	Phone: 864-349-4079	Email: jennif	ermce@synnex.com

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	Greenville St	ate: <u>SC</u>	Zip: 29615
Phon	e: <u>864-349-4560</u>	Email: <u>co</u>	oryf@synnex.com
would be car Pricing submitted is calculated based or	no, attach a statement detail lculated for future product is Yes ncludes the required NCPA at the invoice price to the cus Yes e additional discounts for pu	ntroductions. No Idministrative tomer. No	fee. The NCPA fee is

Tab 4 – Vendor Profile

Company's Official Registered Name: SYNNEX Corporation

Brief History of Company:

SYNNEX Corporation was formed in 1980 and is now a Fortune 158 company that offers a comprehensive range of industry-leading IT products and business services to our reseller customers. We've built a solid reputation for delivering customized, fully-integrated solutions, services, and support, including distribution, contract assembly, business process outsourcing, and logistics.

We're aligned with the top manufacturers in the IT industry to distribute products to more than 25,000 resellers throughout North America. Key suppliers include: HP Inc., Hewlett-Packard Enterprise, Cisco Systems, Juniper, Palo Alto, Samsung, Panasonic, Intel, Seagate, Microsoft, and Lenovo. Our sales staff is grouped by product segment, allowing them to focus their expertise and experience to manage all lines and provide an engaged, consultative sales approach. With 16 US distribution facilities, SYNNEX gets the right products to market quickly and cost-effectively. Our model streamlines business processes to help resellers lower their costs and create greater efficiencies. We provide a variety of professional and marketing services, including: demand generation, education and training, pre- and post-sale technical support, end-user enablement, server assessment, design and integration, recycling and trade-in, and IT resource planning. SYNNEX provides contract assembly services, ranging from original design and printed circuit board assembly to fully-integrated supply chain management, build-to-order (BTO) and configure-to-order (CTO), final assembly, materials management, production value-add, and logistics.

SYNNEX sponsors a wide variety of programs, communities, and events to build and grow our resellers' business in specific vertical markets. For example, our Government, Education, and Healthcare programs help resellers compete in these high-growth markets, and SYNNEX with our comprehensive GSA schedule, is able to simplify the complex government bidding process.

Our Services

SYNNEX offers a variety of services to our customers. The three major categories of services include the following:

Distribution Services. SYNNEX 's distribution services segment distributes a broad line of IT products, including IT systems, peripherals, system components, software and networking equipment for leading IT OEM suppliers, enabling us to offer comprehensive solutions to our reseller and retail customers. Our reseller customers include value-added resellers, or VARs, corporate resellers, government resellers, system integrators, direct marketers and retailers. We distribute more than 2,000,000 technology products from leading IT OEM partners to more than 25,000 resellers throughout the United States, Canada and Mexico. We combine our core strength in distribution with our service model to provide our customers greater efficiencies in time to market, cost minimization, real time linkages in the supply chain and aftermarket product support.

Contract Assembly Services. SYNNEX offers contract assembly services to original equipment manufacturers (OEMs). Offerings range from original design and printed circuit board assembly

capabilities to fully-integrated supply chain management, build-to-order (BTO) and configure-to-order (CTO), final assembly, materials management, production value-add and logistics services.

Business Process Outsourcing. The BPO segment offers various services comprising customer management, software development, web hosting, hosted software, domain name registration, and back office processing. This segment delivers its services through voice, chat, Web, email, and digital print. It also sells products complementary to these service offerings in China. In addition, SYNNEX Corporation offers various financial services, including net terms, third party leasing and floor plan financing, letters of credit, and arrangements to collect payments directly from the end-user; online services; and marketing services, as well as technical support services consisting of pre and post-sales support. The company serves resellers, retailers, and OEMs located worldwide.

The above major categories of services are complemented by the following:

Logistics Services. SYNNEX provides logistics support such as outsourced fulfillment, virtual distribution, and direct ship to end-users to our reseller customers. Other logistics support activities we provide include generation of customized shipping documents, multi-level serial number tracking for customized, configured products, and online order and shipment tracking.

Online Services. SYNNEX maintains electronic data interchange (EDI) and web-based communication links with many of our reseller customers. These links improve the speed and efficiency of our transactions with our resellers by enabling them to search for products, check inventory availability and prices, configure systems, place and track orders, receive invoices, review account status, and process returns. We also have web-based application software that allows our resellers or their end-user customers to order software and take delivery online.

Financing Services. SYNNEX offers our resellers a wide range of financing options, including net terms, third party leasing, floor plan financing, letters of credit, backed financing, and arrangements where we collect payments directly from the end-user.

Technical Solutions Services. The SYNNEX team is made up of highly trained and certified engineers who assist our customers and sales reps with pre sales consultation, post sales troubleshooting, and training inquiries.

Joint Supply Chain Management and Distribution Services. SYNNEX provides our contract assembly customers with materials procurement and management activities including planning, purchasing, expediting, and warehousing system components and materials used in the assembly process. Because we distribute many of the system components used in our contract assembly our customers are able to minimize their inventory risk by taking advantage of the terms and conditions of our distribution relationships. In addition, we also offer increased inventory availability to our contract assembly customers because we stock items for both distribution and assembly.

Our Operations

SYNNEX operates distribution facilities in the United States, Japan, England, Canada, Latin America and Mexico. Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. Our distribution facilities are geographically located near reseller customers and their end-users. This

decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity.

SYNNEX's proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

- SYNNEX uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records
- We facilitate frequent cycle counts and improve the accuracy of order fulfillment
- SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls. These controls include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

SYNNEX operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

Sales Teams

SYNNEX Sales Team is available Mon. through Fri. 8 AM to 7 PM EST. Additional coverage time needs can be discussed on an individual basis. Support day-to-day activity, including but not limited to:

- o Pricing and availability
- o Configuration and technical support
- o HP White board and Watson support
- o Order entry and expediting shipments

SYNNEX sales are segmented and have a focus on top product lines with niches and/or unique products. Our sales staff members are experts in chosen customer segments. Our sales staff members are consultants as well as sales persons. We provide our customers with product offering that are unique and margin-making opportunities.

SYNNEX Technical Support Hotline: 1-800-756-2888 or Techsup@SYNNEX.com

SYNNEX Software Support Hotline: 1-800-456-4822 ext. 6939

Customer Service: 1-800-756-1888 or cshelp@SYNNEX.com

Technical Support

SYNNEX does many things outside of pick, pack and ship. We are a business outsourcing company and as such we provide technical support around the world. We utilize that same expertise in our Distribution business and offer free Pre and Post Tech Support for general technical questions all the way up to complex configurations. We offer 2 hour turnaround times on basic configurations. On more complex configurations we offer a 4 our turnaround.

Global Presence

Over 90% of 2018 revenue generated in North America

Focused IT distribution strategy for the United States and Canada

16 distribution facilities in North America (US/Canada/Mexico)

Regional strategy designed to lower shipping costs and to reduce delivery times to customers Utilize sizeable offshore workforce to reduce costs

New expansion of distribution business into Japan

Acquisition of InfoTech, the third largest distributor in the third largest economy

Leveraging SYNNEX cost efficiencies and scale

Global BPO centers allow for 24/7 operations (North America, Central America, Asia, and Europe)

SYNNEX outsources our Tech Support for Direct TV in the Pacific Rim

SYNNEX outsources our Tech Support for Linksys, a division of Cisco

Acquired Westcon Comstor in 2017

International Shipments: SYNNEX is able to ship internationally. However, there are strict requirements of our Manufactures contracts and Government guidelines.

Before committing, you should always work with SYNNEX sales team for freight quote and lead time. Your SYNNEX sales team will work with SYNNEX Customs department to insure all necessary information including but not limited to Vendor approval.

With 16 distribution facilities nationwide, SYNNEX gets the right products to market, right-ontime. In addition to reducing shipping times, our regional warehouse placement slashes freight costs to customers, helping them win deals and boosting their margins.

Corporate Headquarters: Fremont, California Sales Headquarters: Greenville, South Carolina

Warehouse Locations:

Atlanta, Georgia
Chantilly, Virginia
Chicago, Illinois
Richardson, Texas
Keasbey, New Jersey
Grove City, Ohio
Miami, Florida
Olive Branch, Mississippi
Portland, Oregon
Ontario, California
Las Vegas, Nevada



Years in Business/Reputation/References

Quick Facts

Established: 1980

Chief Executive Officer: Dennis Polk Corporate Headquarters: Fremont, CA

Traded: NYSE (SNX) Duns #: 112375758

Reputation

Fortune 158 Corporation

Rated #1 in Relationship, Price & Availability by CRN

Rated Best Channel Strategy Gartner

Honored at HP's 2012 Americas Partner Conference with the prestigious "Partner in

Excellence Award" for HP Distributor Growth 3 years running http://ir.SYNNEX.com/releasedetail.cfm?ReleaseID=568439

Intel's #1 volume Distributor

Excellent Public Sector Past Performance and Program Management

As a leading worldwide IT distributor, SYNNEX partners with more than 5,000 Federal, State, and Local Government and Education customers (SLED). We have excellent past performance in the Public Sector space, owning and managing three GSA Schedules for over 20 years.

As a contractor, SYNNEX has worked closely with the U.S. DOE in the construction of their Superdome advanced computer servers at Lawrence Livermore National Laboratories.

Our experience in this market has helped us to develop similar processes in the SLED marketplace. SYNNEX manages over 35 SLED contract vehicles for our manufacturing partners in Texas, Florida, South Carolina, and nationally through NASPO ValuePoint, USETPA, and NCPA Contracts. Our NCPA contract sales to date total more than \$35 million from September 2016 – March 2019.

References

SYNNEX helped design and build what was then the world's largest Super Computer, housed at Lawrence-Livermore Labs

Helped design and build the Facebook Data Center

Past performance includes builds for Blue Coat and Sun Microsystems

Delivered 15,000 desktop units to USDA (8,550 total orders were consolidated to 60 invoices)

Delivered 25,000 CTO desktops on a rollout basis in 30 days

Involved with Raytheon/CSC desktop refresh project (over 15,000 desktop units)

132 consecutive quarters of profitability

Datacenter OCP builds for Amazon and Facebook

Dedicated Sales Teams/Quoting Process/Hours of Operation/Global Presence

Reseller and Business Enablement Services

SYNNEX provides numerous reseller and business enablement services, including:

Document Solutions specializes in the conversion of paper documents to digital, from distributed scanning systems, document management applications, and image capturing software, to storage and retrieval, disaster recovery, and versioning

Financial Services credit and financing options help reseller's compete for large deals while conserving capital, with little to no up-front cash commitment

Healthcare Program helps resellers build and grow a healthcare sales practice and gain insight into an estimated \$110 B business

Hosted Solutions robust outsourced SaaS applications at a huge cost savings that develops solid margins and revenue streams with few barriers to entry

HP Enterprise Server and Storage Solutions specialized sales and support teams focused on HP offerings in the enterprise space

Integrated Communications Group (ICG) combines voice, data, video, security, and messaging to deliver best-in-class, unified communication strategies

Jack Of All Games is a leading video game provider in North America combining industry knowledge with proven distribution expertise servicing the retail channel

New Age Electronics is the nation's leading sales and distribution partner delivering an unsurpassed channel management model to consumer technology retailers and manufacturers

Office Supply Solutions has collateral equipment such as printer cartridges and office materials, enabling resellers to become specialized product providers and increase total sales scope

On Demand Services server assessment and virtualization, security, data backup and recovery, field and help desk services, equipment recycling and trade-in, and more supplements resellers' capabilities

Open Source Channel Alliance (OSCA) is a consortium of Independent Software Vendors (ISVs) delivering open source technologies to our customer base

PC Wholesale is a reliable, one-stop shop for new, refurbished, end-of life, and overstock computer and consumer electronics products

PRINTSolv is an on-ramp, managed print solution to handle consumer demand billing, supplies replenishment, and total fleet management, with the reliability of a lease

Public Sector Program is the only broadline IT distributor with its own GSA Schedule to help resellers build and grow their government business, plus custom, comprehensive solutions that expand their play in the education market.

Reseller Marketing Services leverages the power of SYNNEX Marketing on behalf of our reseller customers to increase their reach and improve their return on their enduser marketing spend value-added services.

Software Solutions industry-leading products and a full complement of services and support to help resellers capture, hold, and grow their software accounts

Strategic Procurement recruits and manages specialty vendors required to complete a reseller's solution, while simultaneously allowing the vendor access to SYNNEX's broader customer base

Supply Chain Solutions is a TOTAL supply chain solution that reduces logistics costs and inventory cycles and improves service levels

Systems Integration Division (SID) has custom server, storage and appliance solutions to customers spanning verticals like network security, application acceleration, health IT, streaming media and other applications tied to specific software and services

Technology Solutions Division (TSD) designs integrated solutions for new and emerging technology markets, such as: network security, telephony and unified communications, printer and document management, physical and network security, and AutoID/POS systems

Varnex and Varnex Public Sector is a vendor-sponsored reseller community focused on the SMB market, with specialized tracks for members engaged in the public sector markets

Visual Solutions is a multi-vendor communication, training, and support for Digital Signage, Projector, and Pro-AV sales

Wide-Format Solutions specializes in large-format printers, supplies, and media

Westcon-Comstor Purchased in May of 2017, Westcon focuses on UCC, Software Security and Networking manufacturing lines including Cisco, Juniper, Palo Alto and Check Point Software.

Dun & Bradstreet Number: 11-237-5758

Company's Organizational Chart of our Team:

Contract Administration: Ed Somers, eds@synnex.com, 864-349-4374

Pricing/Reporting: Jennifer McEachern, jennifermce@synnex.com, 864-349-4079

Sales: Cory Fortune, coryf@synnex.com, 864-349-4560

Jaime Grimm, jaimeg@synnex.com, 864-349-7589

Business Development: Randy Finley, randyfi@synnex.com, 864-349-4390

E-Rate/Grants: Tim Evatt, time@synnex.com, 864-349-4405

Education Team Leader: Brent Odom, brento@synnex.com, 864-349-4039

Public Safety Team Leader: Mike Gambrell, mikega@synnex.com, 864-349-4881

Corporate Office Locations

Corporate Office: Fremont, CA

East Coast Sales Office: Greenville, SC

Midwest Sales Office: Dallas, TX

Distribution Centers: Fremont, CA; Las Vegas, NV; Atlanta, GA; Dallas, TX; Chicago, IL; Olive Branch

(Memphis), MS; Chantilly, VA; Los Angeles, CA; Carson, CA, Miami, FL; Keasby, NJ

Integration Facility: Olive Branch, MS

Key Contacts:

Contract Administration: Ed Somers, eds@synnex.com, 864-349-4374

Pricing/Reporting: Jennifer McEachern, jennifermce@synnex.com, 864-349-4079

Sales: Cory Fortune, coryf@synnex.com, 864-349-4560

Jaime Grimm, jaimeg@synnex.com, 864-349-7589

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Education Team Leader: Brent Odom, brento@synnex.com, 864-349-4039

Public Safety Team Leader: Mike Gambrell, mikega@synnex.com, 864-349-4881

Standard Terms of Payment:

Net 30 terms are standard. However, we off an entire portfolio of alternative finance options from leasing to escrow.

Who is our Competition in the Marketplace?

Ingram Micro; Tech Data; Arrow; Avnet

What differentiates our Company from Competitors?

We empower our resellers with valuable tools and solutions that they can easily integrate into their operations and support them with world-class professionals. We execute our business with speed and efficiency and are willing to invest into infrastructure to best support our manufacturers and reseller partners.

Describe How your Company will Market this Contract if Awarded.

SYNNEX has a significant amount of experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include a number of facets addressing both resellers and endusers. Although we don't sell direct to endusers, we do have a team that provides enduser 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 responsive/responsible resellers selling into State and Local Government, K-12 and higher education nationwide. To date, we have identified 50 resellers and will use this list to identify those resellers we want to authorize on the contract. Likewise we will do this nationwide and include higher education institutions and state/local government sales as well. In this way we can ensure we have the

correct "feet on the street" in all areas covered by NCPA. With this select group of resellers, we will implement regular trainings to ensure they understand the NCPA contract and the target audience. Ongoing efforts will be to establish a regular sales meeting cadence in which we review sales efforts, pending opportunities and any issues. Manufacturers and their local sales teams will likewise be engaged to assist in the identification of 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 of the tools a reseller will need to increase their sales on this contract and to help develop the partnership with the vendor and their field sales teams. SYNNEX will also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

Marketing this contract will include a number of simultaneous activities:

- -Press release
- -Identifying the resellers we want to authorized to promote this contract
- -Reseller recruitment and training
- -Multiple training webinars for both internal sales teams and external customers
- -Dedicated NCPA web page development
- -Development of marketing materials
- -Attending industry events and table, top shows
- -Ongoing reseller recruitment efforts and internal sales trainings
- -Enduser demand generation team will drive awareness with endusers on behalf of our resellers

Describe How you Intend to Introduce NCPA to your Company

Contract Management Summary

Award

Create T's & Cs's summary; develop pricing calculator Communicate win internally and with each vendor line Determine rules of engagement; assign responsibility roles

Recruitment

Identify Resellers: Vendor lists; SYNNEX POS; Sales Manager's; OSRs prior to award

Training: onsite; online; webinars Establish eligibility requirements Sign participation agreement

Contract Management

Monthly contract review by SYNNEX contracts team - the good, the bad and the ugly Monthly status calls with each participating reseller

Quarterly cadence calls with the contractor community

Ongoing calls with participating vendors to update/revise strategy.

Initial Kick off phase-

Upon award, communicate to vendor and internal vendor PM/BDM teams

Put together contract terms and conditions; pricing calculator; price file

Review administrative requirements

Set e-mail aliases

Webpage development-contract details, calculator, location for vendor ads, forum, Q&A

Determine vendor's strategy and reseller engagement; special pricing

Establish reseller qualifiers, sales minimums, agreement

Identify reseller candidates via POS, ISRs, OSRs and vendor input

Contact reseller

Require business plan/marketing plan

Conduct trainings via webinars of resellers, sales reps, BDMs, PMs and vendor

Possibly conduct joint road shows to promote/train

Press release

Marketing materials for resellers

Ongoing management-

Trainings/webinars - initially and ongoing

Product refresh - marketing and communication

Business development-slip/gain report for both reseller and vendor

Business development-monthly sales report to vendor with email updates

QBR for reseller (or as needed)

OBR for vendor

Vendor seasonal pricing for this community

QBR webinar for reseller community

Marketing events

Updating Reseller database with contact information

SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams; our business development team and authorized resellers and solution providers. Essentially, it will entail training, collateral, PPT presentations and onsite visits to conduct Q&A. Training is an ongoing process that should be scheduled throughout the year on webinars, onsite trainings and industry events. Communicate access to the website; collateral that is available; processes on obtaining quote/orders and contract pricing. All aspects of the contract, from marketing it to the enduser to customer service to tech support, needs to be explained.

Describe your Firm's Capabilities and Functionality of Your On-Line Catalog/Ordering WebsiteSee attached pdf document

Describe your Company's Customer Service Department

SYNNEX Customer Service and Return Policy

<u>PRODUCT RETURNS</u> Return requests may be submitted through the following channels:

CUSTOMER SERVICE Hotline: 800-756-1888 Monday through Friday 8AM-8PM EST

EMAIL: CSHELP@SYNNEX.com

WEBCHAT:

http://apps2.link2support.com/WEBCHAT%20SYNNEX/Main.php?do=_WEBCHAT&submit=Login

REQUIRMENTS

Defective or damaged Products or those subject to customer remorse may be returned to SYNNEX by adhering to the Requirements below.

- 1. Reseller must obtain a valid RMA number for all returns.
- 2. As the distributor of manufacturer branded products, SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or re-stocking fees for returns. At a minimum, SYNNEX agrees to a 30 day return policy for unopened product.
- 3. Not all product lines are eligible for this return policy. Check with your SYNNEX salesperson to verify specific eligibility.

PROCDEURES

The procedures provided below for replacement or credits are the exclusive remedies to Reseller for any claim related to any defective or damaged Products or customer remorse.

- 1. RMAs will be issued for items eligible for return. If any item is ineligible for return, Reseller will be informed and the RMA will be denied.
- 2. SYNNEX will not be obligated to replace or provide credit for Products returned as defective and damaged from abuse, misuse (including improper storage) or other product warranty exclusion, from attempted repair, or during repossession or shipment to SYNNEX.
- 3. Ineligible returns and returns not on approved RMAs will be disposed of at SYNNEX's discretion with no credit, and a charge back will be issued for any ineligible deductions taken.
- 4. RMAs expire within twenty (30) days of issuance. SYNNEX has the right to refuse returns after such date.
- 5. SYNNEX will respond to RMA requests within forty-eight (48) hours of receiving from the customer. Requests must include the following information:
- 6. Sales Order Number
- 7. Description of merchandise
- 8. Manufacturer part number
- 9. Quantity
- 10. Specific reason for return and condition of product: Factory Sealed or Open
- 11. Serial Number
- 12. Notification of approved RMA requests will be made via fax or e-mail. Authorized returns must be shipped freight prepaid.
- 13. Returns must be received at the return location designated by SYNNEX on or before the last date of return to be eligible for credit. Credit for returns will be issued within one (1) week of receipt of merchandise at the Net Reseller Price in effect on the date SYNNEX receives the eligible product
- 14. All returns must be in the original manufacturer box. A packing slip must be included in each box or pallet identifying the product numbers, quantities, number of boxes. A copy

of the RMA must be attached to all boxes for UPS shipments and at least two cartons for common carrier shipments. Boxes should be marked 1 of XX, 2 of XX, etc.

Green Initiative

Environmental Services

Recycle, Disposal, and Asset Buy-Back Overview

SERVICESolv specializes in the environmental recycling of retired IT equipment and print consumables. With expertise in risk mitigation, logistics, asset management, re-marketing, recycling, and data destruction, our recycle and disposal services help you responsibly handle your customers' outdated hardware.

SERVICESolv has experience processing the obsolete assets of companies in the financial services, healthcare, insurance, and legal industries, as well as for government and education. Our processing plants are equipped with state-of-the-art data-erasure and destruction technology to provide your customers with the peace of mind that all data and drive destruction is performed to the most-stringent international data-security standards.

To ensure that hardware is safe for reuse, SERVICESolv's standard data overwrite process includes a three-pass data wipe compliant with the U.S. Department of Defense 5220.22-M. Additionally, a certification of data erasure and destruction is furnished for each onsite service performed or shipment received.

What is the value of the SERVICESolv Recycle, Disposal, and Asset Buy-Back Services for you?

Safe and compliant removal of assets and destruction of data

Competitive offers for all hardware recycling, often including buy-back estimates Single point of contact for the entire project, from initiation through completion

Tailored services to meet each client's individual needs

Options for on-site data destruction

Get started with recycling IT equipment by downloading and completing the recycling worksheet from http://www.SYNNEX.com/servicesolv/whatis/recycle.html. Once completed, return the recycling worksheet to SERVICESolv@SYNNEX.com.

Green Solutions

IT equipment can be up to 25% of total enterprise energy use, and datacenter energy use doubles every 5 to 8 years. As energy costs continue to rise, pressure builds on the bottom line. SYNNEX Green Solutions provides a set of tools and services focused on helping you tap into the sales potential and customer value for Green IT, delivering IT solutions that reduce energy and save your customers energy and money.

One of our most successful services is the SYNNEX Utility Incentive Program for resellers. This nationwide program is a list of identified electric utilities offering incentives to companies for IT

Assets Commonly Recycled

- Notebooks
- Desktops
- Displays
- Printers
- Print consumables
- Servers
- Storage systems
- Handhelds
- Networking equipment
- Many other electronics

projects that save money. SYNNEX handles the calculations, applications, and other elements for utilities to approve a project for incentives.

What is the value of Green IT?

- Ability to identify IT projects that are eligible for electric utility rebates and to manage the paperwork process seamlessly.
- Allows you to offer a Green IT solution in your services portfolio, showcasing your business as socially-conscious.
- Manage customers' EOL assets through our E-waste recovery and recycling service that pays you for supporting a greener planet.

What are some of the features of SYNNEX Green solutions?

- Seamless management of the application process to obtain eligible rebates from participating electronic utilities
- All products meeting ENERGY STAR or EPEAT ratings are identified in ECExpress and on our specific Green IT linecard
- PO level and custom energy-saving calculators help you define cost savings to support ROI conversations
- Development of custom Green IT Roadmap for complex or larger opportunities
- Repository for third-party research and white papers you can leverage to develop a foundation for customer discussions



Integration **Contract Assembly**

Financial

IT Support

eSolutions

eStorefronts

Customer Services

Web Services/XML **ECExpress** B2B/eCommerce Mobile Applications

Overview

Home About SYNNEX SYNNEX Global Services Investors Vendor Portal Contact Us

New Reseller Application

O Web SYNNEX.com Search,

A Solution Suite of Web Services, Mobile Application Development, Services Center ECExpress, Hosted Storefront, and Electronic Services! IT Distribution

Web Services/XML

Increase your business capabilities by integrating easily into ours.

Gain real-time leverage through the SYNNEX ERP system to grow your business faster and more efficiently.

Mobile Application Development iPhone/Android/Blackberry/Palm

Not only has SYNNEX opened ECExpress to multiple mobile platforms, but we can make your applications mobile too! Our low cost, high efficiency modeling provides great quality and fast turnaround on your mobile applications needs.

Grow Your Sales using ECExpress

Your one-stop eCommerce site with us.

View license and warranty upsell opportunities, set inventory and pricing alerts through XpressTrak, and subscribe to customized RDS reports for vendor specific data!

Personalized Online Storefront

We host your specialized store for you.

Get simple, seamless eCommerce with SYNNEX, Provide your customer access to all manufacturers and categories available from SYNNEX at a competitive price.

Electronic Services (EDI/FTP)

The best pricing, availability, and product specifications.

Use B2B/eCommerce (EDI/FTP) to connect directly to our ERP system.

Use our wide array of services to receive the most accurate and up-to-date product information.

Make your business leaner and faster Email us at: eSolutions@synnex.com

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Services Investors Vendor Portal





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Highlights Features Pricing

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Introduction



Now your customers can buy online directly from you.

Need a web-based online store to sell products to your customers? eStorefrontmall.com - developed and hosted by SYNNEX - does just that. You don't need to worry about servers, internet bandwidth, or writing lines of code.

The same products you buy from SYNNEX are now available to you to offer to your customers, You control your product catalog - offer as many products as you wish.

What's more, product content is updated daily. Your customers get the most up-to-date information that is available. Now accepting:



Highlights



Offer your customers every SYNNEX product, or pick your categories

You control what you want to sell. Choose from our manufacturer listing and narrow your product offering by selecting product categories or even individual skus if you wish.

You have access to more than 100,000 skus



Set pricing for some or all of your customers.

You control your own pricing. Set a certain percentage, or set specific pricing: your choice.

Do you want to charge select customers different pricing? eStorefrontmall.com allows you to do just that.





eStorefrontmall.com can mirror your brand



Order Management Controls are Built-in

You can embed your company logo and set certain colors and styles to match your own company brand.

Depending on the type you select, you can stop, review, and release orders if you wish, or allow all orders to auto-process. The choice is yours.

If customers have a special bid number from a manufacturer, eStorefrontmall.com can accept that and pricing will be updated.



Show product images, specifications and accessories/add-ons

All the product information available from SYNNEX's ECExpress online ordering system is available in eStorefrontmall.com.



Real-time pricing and availability

SYNNEX's own inventory numbers display.

Your customers see exactly what is available. We can display the actual inventory number, or show the product as in Stock/Out of Stock.



Promote products by offering online coupons

Your customers can take advantage of sales/promotions you offer by entering product coupons.

You can track your coupon codes to see how successful your promotions are.



Secure online ordering gives customer peace of mind

eStorefrontmall.com comes with <u>Verisign security</u> and <u>PCI compliance</u>, so customers don't have to worry about their sensitive information being compromised.

Customer can use their credit cards, and we'll reimburse you using our Rewards program. (Enduser billed store only)



Customers can track their own orders

With our XpressTrak order tracking option (no extra charge), your customers are notified by email when their order ships and is delivered.

XpressTrak allow your customers to know where their orders are without having to contact you directly.



Business reports give you insight about who's buying what

Get a daily summary of who is buying what, and when. Login to get your reports, or have them delivered daily via email.

Features

Setup and Maintenance

Item

Developed and hosted by SYNNEX (no servers, bandwidth to worry about)

Based on SYNNEX's ECExpress online ordering system, a full-integrated, integrated eCommerce platform that continues to evolve

Create your own niche catalog, or offer all SYNNEX skus (approx. 100,000)

Includes Search and Add to Shopping Cart functionality

Secure checkout (Verisign and PCI compliance)

Ability to accept coupon codes and special bid numbers

Select product assortment based on manufacturer, manufacturer category, product category or individual skus

Set your pricing, down to the sku level

Rich product information, including product images, technical specifications and accessorries/add-ons, updated daily

'Green' product search included

Default shipping method and optional shipping methods (as upgrades)

Add your company's sales, technical support and customer service contact information

Realtime Inventory display from all SYNNEX warehouses?

Option to require customer to login, or leave open to anyone

SYNNEX Helpdesk assistance by phone/email

Order Processing and Billing

Item	Enduser-billed version	Reseller-billed version
Order is routed to SYNNEX for processing and shipment	Yes	Yes
Customer enters their Credit Card, Shipping Address etc.	Yes	Yes, with additional
		purchase order field
Order is routed to reseller for review/approval before routing to SYNNEX		Yes
Order ships from SYNNEX warehouse with reseller address/contact info on packin	g TBD	TBD
list/receipt		

Pricing

Initial setup fee = \$99 Monthly maintenance fee = \$199

Here are the benefits you get with eStorefrontmall.com:

1) A Proven eCommerce Platform

eStorefrontmall.com is built on top of ECExpress, SYNNEX's mission-critical reseller ecommerce platform. You get reliability and comfort knowing we have integrated our code platform, web server knowledge and ERP processes into eStorefrontmall.com.

2) Security for your customers and for you.

- eStorefrontmall.com offers the following security features:
- · Payment Card Industry (PCI) Security for enhanced payment card data security.
- · VeriSign our sites are VeriSign secured
- Sensitive information is transmitted by Hypertext Transfer Protocol Secure (<u>HTTPS</u>), providing encryption and secure identification.

3) Up-to-Date Product information, Technical Specifications, descriptions and Product Images

Maintaining a catalog of product in an online store can be difficult, as new products are introduced and older products expire.

Top.

4) Evolving platform

When you look at partnerships, you need to feel comfortable knowing your partner grows with you. Your Storefront is maintained in-house by experienced SYNNEX staff.

eStorefrontmall.com evolves based on requests from other customers. You gain the added benefit of better tools and upgrades.

With eStorefrontmall.com, you don't have to worry about building your own eCommerce store or maintaining complex software. The same platform you use to order from SYNNEX is what you can offer your customers.

You can concentrate your efforts on giving your customers the attention they need, and they can place orders whenever they want, at any day/time they want.

Page 4 of 4 eStorefront



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TAB 5 – PRODUCTS AND SERVICES

SYNNEX is a broad-line computer products distributor with over 1,000 OEMs on our corporate line card. We have 11 distribution centers nationwide with the ability to deliver product within 1-2 days. We also have a full service integration facility located outside of Memphis, TN that can provide a full range of integration services. Our authorized OEM list is attached. Products will include mobility, networking, security, storage, software, IoT and cloud. We are also including our full range of services.

We sell to over 25,000 Value-Added Resellers (VARs) and solution providers nationwide with over 7,000 active resellers on a monthly basis in the Public Sector market. We intend to offer an ecosystem of resellers to help support this contract and providing onsite sales and technical support and customer service. We will be able to offer complete coverage nationwide in support of the NCPA contract.



Corporate Headquarters

Fremont, California

Sales Headquarters

Greenville, South Carolina

Warehouse Locations

- 1 Tracy, California
- 2 Chantilly, Virginia
- 3 Romeoville, Illinois
- 4 Richardson, Texas
- 5 Monroe, New Jersey
- 6 Grove City, Ohio
- 7 Miami, Florida
- 8 Southaven, Mississippi
- 9 Chino, California



*ISO-9001-2000 Manufacturing Facillities

ADVANCING IT INNOVATIONS

Map your destination to increased productivity, cost savings and overall business success. Our distribution centers are strategically located across the United States to provide you with product where you need it when you need it. Each of our distribution centers provides our customers with warehouse ratings of nearly 100% in accuracy and PPS (pick, pack and ship) performance. Couple that with unsurpassed service from our infrastructure support, giving you one more reason why you should be doing business with SYNNEX. That's service and infrastructure support you can rely on!

SERVICES

Sounds simple, but at SYNNEX we understand that true business growth requires access to meaningful, tangible business infrastructure, tools. and resources. That's why over the last year we've invested heavily in providing our partners with high-impact business services, designed from the ground up to provide real value, and delivering on our commitment to provide unprecedented support to our most valuable asset, our partners.

- GSA Schedule
- ECExpress Online Ordering
- Software Licensing
- Reseller Marketing Services
- Leasing
- Integration Services
- Trade Up
- A Menu of Financial Services
- SYNNEX Service Network
- ASCii Program
- PRINTSolv

INFRASTRUCTURE

Components East 800.444.7279

Components West 888.756.4888

Government Sales 800.456.4822 Ex. 4007

Security Sales 800.444.7389

Leasing 800.451.5744

POS Solutions 800.753.6927

Customer Service 800.756.1888

0EM West 800.756.7888

CTI Products (Sales) 800.444.7359

Regional Office 800.756.5974

SMB Sales Group 855.899.0050

Supplies & Accessories 888.223.1164

Software 866.226.7532

License Online West 800.414.6596

License Online Central/ East 800.432.6980 Auto ID / POS Sales 800.950.5974

ICG Security & Wireless LAN 800.688.0751

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2019 LINE CARD

2FA 3D Classroom 3D Systems 3M Touch 3M Mobile Interactive Solutions 3S Vision 3VR 4D Global 6fusion 65bit Software 911 Enable

A Deeper View AAEON Electronics an ASUS Company ABBYY Software ESD Absolute Software ABVI

Access Data Accessory Power Accortec Accu-Tech Accuview Acer Act-On Actian Actifio Actineon Actiontec Actividentity Envoy Actsoft Acuo Technology Adaptec Adaptiva

Add-On Computer Peripherals, LLC Addlogix

Addmaster ADFSS0 Adlink Adobe Adrem Software

ADS Technologies Advanced Input-Esterline Advantech

Aegis Micro/Formosa- USA

Aerohive Aetherstore Afco Systems After Mouse AG Antenna Agema Agosto Airclass

Akitio Algo Communications Alibaba Cloud AlienVault Alive Studios Allen Systems Group Allied Telesis

Allocacoc Alloy

Allround Automation ALL SOP

Altair Engineering Altaro Althon Micro Altia Systems AltiGen Aluratek

Alutatek Ambir Technology AMD/ATI Fire Amer Networks (formerly Freedom 9) Amico Accessories

Amped Wireless Amphenol AMX Amzer

Anacom Medtek Anchor PD ANCORA Anthro Corporation

Antop Antennas Anuta Aomata Aopen **AppAssure** Appspace APC API

Aporeto AppCom Solutions Appistry

Apstra Aquarius Arbor Networks Architext Arclyte Arctic Cooling

Areca Aristo Flatbed Cutters Armoractive Armored Shield Array Networks Artisan

Artisan Infrastructure Aruba Networks Arxscan Asante Networks ASG

Aspect Software Aspire/Standzout Assist Education Astro Gaming ASUS Asus CE

Asus Notebook AT&T Atdec

Aten Technology ATI Graphics Cards Atlantis Computing

ATX Audio Fetch

Audio Messaging Solutions (AMS)

Augmentix Aurora Multimedia Auslogics Authen2cate Authlogics Autotask Avanguest Avava Avenues Avermedia Aviva Solutions

Axiom Azend Corporation Azpen

B+B Smartworx BAE Systems
BAK USA
Bamboo Solutions
Bandura Systems Bandwidth Baracoda/Ingenico Barco Medica Barcoview Barnes & Noble Barracuda Networks

Basler Battery Technology Bay Dynamics Bay Technical Associates BCDvideo

Becrpyt BedPhones

Bedwell Technologies Belkin

Bematech BenQ Best Minds Best Mounting/AFC Better Energy Systems Beyond Trust Bidwell Technologies Big Switch BioTeam Bitflow BITS Ltd BitTitan

Bixolon Black Box Black Box Retail Services

Blocksi Blue Ant Wireless* Blue Coat Bluebeam BlueData Blueforce Boardshare Body Solid Booz Allen Hamilton BorderWare

Bosch Comm Bouncepad BoxIT

Brady People ID Braggables/MJ Mitchell Consulting Brainboxes, Ltd

Braven Brenthaven Bretford

Bretford Manufacturing Bridge Communication Brocade

Brother

Brother Mobile Solutions

BTH2

Buffalo Technology Bump Armor Buncee **Bush Industries** Business Logic Buslink/Global Silicon

BYTECC

Cable Manufacturing Cables Unlimited Cachengo CalAmp Cambre Products Canon CAPSA Healthcare Carbonite

Card Scanning Solutions Case Power Casio Projectors CBM Metal

Celestix Cenomax CENTON Centrify Century Software Certes Networks Champion Solutions

Champion Systems Channel Vision (Custom Installation)

Chargtech Chassis Plans Check Point Software Checkpoint Security Systems Chef Software

Chelsio Chenbro Chief Manufacturing

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Cybernet Manufacturing
CyberPower CYBERPOWERPC Cybertron PC Cybric Cycle Computing CYCLONE

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Dataxoom Datel Datera Daymen Inc. Decoded Bags Definitive Technology Déjà vu Security Delphi Display Systems DENAQ, Inc Deployable Systems/Hardigg

DestructData Devolutions DH2i Diablotek Dialogic Diamond

Diamondback Fitness

Dicota Digedu Digi International Digistor Digital Guardian Digital Highway

Digital Peripheral Solutions dba Q-See

Digital Storm
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DOD Tech Dot Hill (eNex Systems)

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First Mobile Technologies

Fishtree FivePoint Fixmestick Flexa Cutters Flexa Dye Sublimation Flexera Software ForensIT ForeScout Foreseeson Formax Fortinet Foscam Digital FoxIt Freedom9 Frontrow/Phonic Ear

Fuji Film Fuji Film Recording Media

Fujitsu America, Inc. Full Armor Full Spectrum Laser Furman Fusion-io Futura Retail Solutions Future Business

Gamber Johnson Gammatech Garland Garmin Gateprotect

GBC (a division of ACCO Brands)

Gefen

Geist Manufacturing Gemalto Envoy General Imaging Genesis One GeorgeJon GETAC Gigabyte GiiNii

Glacier Computer Global Environ. Svcs Global Knowledge Global Marketing Partners Global Silicon Electronics

Gluster GoGuardian GoldTech Goldtouch Good Technology Google Graphus Gridless Power Griffin GRS Weigh Gryphon Guardian Edge

Guidance Software Gumdrop Gvision

H&R Block ESD Hannspree Hapara Hayes Software Havis Headplay

Healthcare Information (HCI) Healthpostures

Hedvig

Hercules/Thrustmaster Heritage Travelware

Heritage Travelware - Kenneth Cole Hewlett Packard Enterprise

Hi-Fi Works Hi-Value Toners HID Identity/Synercard High Wire Higher Ground/HGGEAR HIKVision
Hitachi Global Storage
Hitachi Hard Drive
HL Corporation/Flicker

HNC Virtual Howard Medical HP Inc HQ Cam HSM of America HTM -Vertagear Huawei

Huawei Device USA Huddly Humanetics HumanScale Hypersian

Hvundai

I-Blason I'm SPA/I'm Watch I/O Magic i3 International i3 Technologies ICOP Digital Idera IGEL IKAN Corp

iKEY Imageware Imagine Technologies Imagistics Imation IMC Networks

Imperva InBoxer Incase Incipio Incisive Software Independence IT

Independence IT Indigo Industry Weapon Infinidat Infoblox Infocase

InFocus InfoPrint Informa Software Infosoft-Fusion Charts Infrascale

Inkjetwarehouse Inland Products

Innovative Card Scanning Innovative Office

Insperity Instant Technologies

Insulfab Integra Networks Integral

Intelligent Computer Solutions Intelligent ID

Intellinet Intuit ESD Intuition INUVIO Inwin ioFabric logear IOLO ESD lomega losafe IP Home Products IRSA Video

iStabilizer iStarUSA iStorage IT In Motion ITWorx İxia

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KeySource International

Keytronic Kinesis Kingston Kingston Digital Inc Kingston Distribution

Kinyo Kitenga Klas Telecom

Kleen Concepts Knowledge Management Association

Kobian Kobian KODAK KOM Networks Komprise Konftel Konica Minolta Kramer KSI Data Sciences KSI Envoy

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LifeSize Lightspeed Systems LigoWave Likewise

Lind Electronics Link Depot Linksys LinkSystems Linoma Listenwise _ite-On Litronics Envoy LittleBits LiveTiles LMI Solutions

Location Based Technologies Lockdown Tech

Lockncharge Loctek Logbar Logicube Logitech Longse Lowry Software Lsquared Lumisource

M&A Technology Maclocks Macro Image Technology

Magellan Magix Software

Magma Magnetic 3D Magtek Mainpine, Inc MakeSense Makitso Displays MMF POS Man and Machines Managed Objects

Manhattan Mariner Software ESD

Markzware Materialise Matrox Maxell Maxta Maxtor Maxtrak MaxxFi McAfee Mediatech medM Mellanox

Memorex Memorex Electronics Memory Experts Meridiun Merkury Message Labs Message Logic Meta Company

Metadot Corp Metafuse dba Project Insight

Metrologic Metropolis Metrovac Mettler Toledo MicroMicr

Micron MicroPac Technologies

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Microsoft OEM Microsoft Retail Microsoft Surface Microsoft Surface Hub Milestone Systems Mimo Monitors

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Movea MPak MS - Cash Drawer MSE MSI Gaming Laptops MSS Software Multi-link Muratec MyCDesk (Elyone) MyStemKits

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Nearnod

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SI Screens (Screen Innovations)

Sierra Wireless Sigma Photo Signagelive Signix SIIG Silex SiliconDust Silver Peak Simple8 Simplifi

Simply NUC SIOS Technology, Inc Sitch Al SKB Cases

Skin-It Skull Candy Skykick Skykit Smart AVI Smart Modular SmartPower Systems Smith Enterprises SMK-Link Snoopwall Socket Mobile SOFTEX SoftLayer

Software & Peripherals Software Shelf Solar Rig

Solarflare Sole Source Technology Solid Line Products

Solidfire SOLO Sonic Foundry Sonitronix Sony Sony Chemicals

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Still Secure
Stirling Communications
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StorageCraft StorMagic Stormboard Stulz Air SugarCRM Suitable SUMMA America SunBrite TV Supercom Supermicro Surecall Swiftpage Swingline Swyx Syba Multimedia

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Tempusnova Tenergy Teradici TeraMedica Teras Texthelp The Joy Factory

Thecus Thermal Take ThingLogix ThreatTrack Tidebreak Tiger-Vac Titan Radio

Tommo Toolfarm Toopher Top Patch Toshiba Toshiba Security

Toshiba-Tec Total Computing Solutions Total Micro

Totoku Motor Touch Systems **TPcast** TPG

TPK VD Tracewell Systems Track Scan Transcend Information Tranxition Tremolo Security

TRENDnet
Trenton Systems
TRG Group (Wenger/SwissGear)

Triad Floors Tri-Color Trident Systems Tripp Lite Tripwire Trisys Troy MICR TSC TSI Touch

Ttuff Technologies Turtle by Perm-A-Store TVS (Eversun– Technologies)

Twinhead Twistlock Tvan Tycon Power

UMANGO Uniform Industrial Corp Unify Unirise Unitech America

Universal Devices

Uniwide UNXIS (SCO) Unytouch Manufacturing/Firebox

Upcycle Goods UPEK Uptime Devices Urban Armor Gear US Robotics Utility Associates Utimaco

Valcom

VanDyke Software Vantage Point Vantec VARCommerce Varonis Vation Ventures

Vault VCOM - Hamilton Buhl

VD0360 Veilux Velociling VeloCloud Veracity Verbatim Verizon Enterprise

Vertiv Viavi Victorinox Victory Multimedia Videobank Digital Videxio Viewer Central ViewSonic Vipre Vircom Virsto

Virtuu Visage Mobile Vision Wireless Visioneer VisionMAX Visix Vistaquest Vivid Laminators VM Electronics Vorp Energy VSS Monitoring Vtech

VuPoint VuRyte VWR/Triumph Boards VXL Instruments

Warp Mechanics Wasp Bar Code

Watchguard WD, a Western Digital Company

Webroot Wellbeats Weltron West Penn Wire Westinghouse WeVideo

White Label Document Services WhyGosh

Williams Software Group

WinMagic Winston International

Wiresoft

Wirexpress Wizard Wall

Wolters Kluwer Health Women In Bags / Fabrique

Wondersign
Woodware Furniture
Worthington Distribution
Woven Systems Wyse

X-Rite Pantone X-IO Xerox Xerox Scanner XFX

XPand Cinema Xplore Technologies

Xsigo Xtreme Cables XtremeMac XYZ Printing

Yamaha YouSendIt Yuneec

Zend Technologies Zettaset Ziften Technologies

Zimbra 7install ZLINE Zoom Video Zotac ZyXel

Contact Us:

1.800.456.4822 www.synnex.com

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The Strategic Procurement division helps new vendors enter distribution by identifying, developing, and managing the vendors needed to complete our customers' solutions. These vendors represent many different verticals and business models and help us drive incremental value for our partners.



Why Choose SYNNEX as Your Distribution Partner?

Suppliers

More than 500 incremental vendors

Product Categories

- Commercial
- Professional AV
- Networking
- Manufacturing/industrial
- Consumer electronics
- Public Sector
 - Government
 - Education
 - Regulated Industries
 - Healthcare

Full Distribution Services

- Logistics Management
- Product Fulfillment
- 24x7 Order Processing and Billing
- Technical and Sales Support
- Dedicated PM Team
- Virtual Inventory/EDI

CONTACT

Strategic Procurement

Email us directly at: strategicprocurement@synnex.com

Call your SYNNEX Rep: 864-349-4117







Software: 2FA
Assist Education
3D Classroom
4D Global
6Fusion
65bit Software*
911 Enable* 911 Enable*
A Deeper View
Abbyy USA
A Deeper View
Abbyy USA
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Assist Education
Aurora Multimedia
Auslogics
Autherioacate
Authority
Awing Solutions*
Best Minds
Blueforce
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Celestics
Communication
Business Logic
Celestics
Centrify
Champion Solutions
Converter technology*
Converter Systems
Converter Systems
Conveyant Systems Corel
Corente
Core Security*
Cortado/Thinprint*
CPR Tools
Crimson Technologies
Crosstec* Crossvale CSDC*

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Dynamic Systems
Easy Ilempo
Edgewave
Ekahau
Ekahau
Emathsmasters
Encounter Pointe Software
Engineered Network Services
Entrust*
Esker Tasta Services

Enflust'
Enklust'
Esker
Event Builder'
Excelero
Extensis'
Faxback
Fishtree
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Genesis One'
Global Environ. Svos'
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Imageware
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JetBrains*
Just Systems Canada*
Laplink Software*
Launchpad
Learn21
Lepide
Liaison*
LinkSystems
Linoma

Logicube
Lowry Software*
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Mobisystems
MSS Software
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NCP Engineering
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Perpetuum
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Plumgrid
Plus Technologies
Policy Medical
Preton
Prevalent
Printer-Logic
Privatizeme
Promisec Privatizeme
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Puppet Labs
Qualtrax
Quatro
Quark
Qumu'
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Radiant Logic*
Rapid Deploy
ReCast
RedGate Software*
Retrospect*

Retrospect* RJS Software

Hetrospect

SPRÄCHT Sprinxle* SSG Consulting SSH' StemFuse Stratus* Supercom Swiftpage SyncroSoft* Syntela* Systran

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Varonis* Videobank Digital Vircom* Votiro Waterdog Wellbeats Williams Software Group WinMagic* Wolters Kluwer Health Xmedius Ziften Technologies*

Hardware:

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Computer Security
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Coolmax
Copernicus*
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LD Smart
Let's Gel
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Lumisource
M&A Technology
Maclocks/Compulocks
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Powervar*
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Precision Dynamics Corp
Precision Mounts
Prestige International
Prime View

Proline
Prologic
Protect Covers
Proxima RF
Proximity Systems Proximity Systems
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Quick Quality Cabinets
Rackmount.IT
Rack Solutions
Rain Design
RAM Mounts

Ham Design
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Ready Dock
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Syba Multimedia
TAA Products
Tablet Express
Tablet Kiosk
Tag Global Systems
Take Charger

Talkaphone
Tangent Computers
TCP Wave
Teamboard
TeamOne Networking
Team Viewer

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Techquard Security*
Tech Products 360
Telephonetics
Teles
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Tempest Lighting
Tenergy
Teras*
Thecus
The Joy Factory
THERMALTAKE Tiger-Vac Titan Radio Tommo Total Micro

Total Micro
TPcast
TP-Link
Tracewell Systems*
TrendNet
Tri-Color
Triad Floor
Tycon Power
Uniform Industrial Corp
Unifors
Universal Devices
Unytouch
Ulocvele Goods

Upcycle Goods Uptime Devices Urban Armor Gear USSI Utility Associates

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VUPoint*
VuRyte
VuRyte
VWR/Triumph Boards
VXL Instruments
WASP
WePresent
Winson International
Wirexpress*
Wizard Wall
Woodware Furniture
Worthington Distribution
Xi3*

Xpand Cinema Xplore Technologies* Xtreme Cables Yuneec* ZTE xel Communications



Past Performance Evaluation

1. COMPANY OVERVIEW

Primary Name : SYNNEX CORPORATION Alternate Name: SYNNEX CORPORATION

D-U-N-S®: 11-237-5758 39 Pelham Ridge Dr Greenville,SC 29615 Address:

Telephone

+1 (864) 349-4861 Number:

Past Performance Evaluation

Report Date: 03-04-2019 Order Number 4287712

Company Information

Year Started:

Year of Current Control:

Annual Sales:

Total Employees: 1700

SIC/Line of Business: 7389/Business services, nec

2. SUPPLIER PERFORMANCE RATINGS

The supplier's overall performance rating is an assessment of predicted performance. Ratings are on a scale from 0 to 100, where 100 represents the highest level of customer satisfaction. The SIC-level benchmark indicates how the supplier's overall performance rating ranks in comparison against peers.

Overall Performance Rating

93



Bottom SIC:

SIC/Quintile

7389/Business

services, nec

Top

Overall, how satisfied do you feel about the performance of this company during this transaction?

Detailed Performance Ratings		0	25	50	75	100
RELIABILITY:			·	•	•	·
How reliably do you think this company follows through on its commitments?	93					
COST:						
How closely did your final total costs correspond to your expectations at the beginning of the transaction?	90					
ORDER ACCURACY:						
How well do you think the product/service delivered matched your order specifications and quantity?	94					
DELIVERY/TIMELINESS:						
How satisfied do you feel about the timeliness of the product/service delivery?	92					
QUALITY:						
How satisfied do you feel about the quality of the product/service provided by this company?	94					
BUSINESS RELATIONS:						
How easy do you think this company is to do business with?	94					
PERSONNEL:						
How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?	92					
CUSTOMER SUPPORT:						
How satisfied do you feel about the customer support you received from this company?	93					
RESPONSIVENESS:						
How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?	91					



Past Performance Evaluation

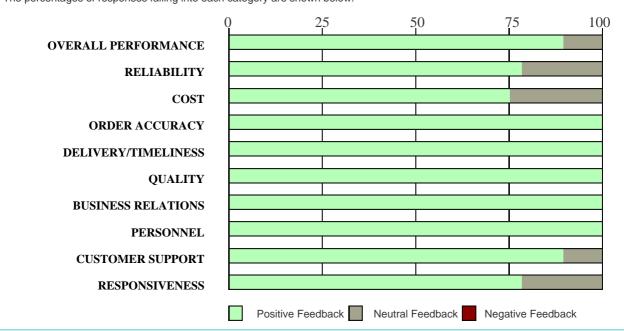
Business Name: SYNNEX CORPORATION

D-U-N-S® : 11-237-5758 **Report Date** : 03-04-2019

3. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). All Customer feedback is provided confidentially; individual reference responses are not disclosed.

The percentages of responses falling into each category are shown below.



4. CUSTOMER REFERENCES SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

SIC/Line of Business:

7379/Computer related maintenance services

5064/Electrical appliances, television and radio

5045/Computers, peripherals, and software

3651/Household audio and video equipment

7373/Systems integration services

3577/Optical scanning devices

5044/Office equipment

3577/Printers, computer

5045/Computer software

7373/Computer integrated systems design

Total number of surveys completed: 34.

8748/Business consulting, nec

3577/Readers, sorters, or inscribers, magnetic ink

7372/Business oriented computer software

5044/Photocopy machines

5961/Computer software, mail order

5734/Computer and software stores

5045/Computer peripheral equipment

5734/Computer software and accessories

5961/Computers and peripheral equipment, mail order

Note: The supplier ratings set forth above incorporate the responses and performance opinions of the surveyed customer references and not those of Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

The report may not be reproduced in whole or part in any manner whatsoever.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

See attached SYNNEX Services pdf.

Tab 9 - Required Documents

- ♦ Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- **♦** Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- ♦ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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

Potential Vendor	SYNNEX Corporation
Print Name	Daniel T. Brennan
Address	39 Pelham Ridge Drive
City, Sate, Zip	Greenville, SC 29615
Authorized signature	Vanul T Benor
Date	7/18/2019
City, Sate, Zip Authorized signature	Greenville, SC 29615 Danul T Benov

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature	Carul T Burns
Date	7/18/2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	SYNNEX Corporation
Address	39 Pelham Ridge Drive
City/State/Zip	Greenville, SC 29615
Telephone No.	864-349-4801
Fax No.	510-360-6613
Email address	danielbr@synnex.com
Printed name	Daniel T. Brennan
Position with company	Vice President & Senior Counsel
Authorized signature	Danul T Bremon

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - The copyright in any work developed under a grant or contract; and
 - Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) <u>Equal Employment Opportunity</u>. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29
 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing
 regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment
 discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) <u>Sanctions of Non-Compliance</u>. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local Government/Cities.shtml

http://nces.ed.gov/globallocator/

https://harvester.census.gov/imls/search/index.asp

http://nccsweb.urban.org/PubApps/search.php

http://www.usa.gov/Government/Tribal-Sites/index.shtml

http://www.usa.gov/Agencies/State-and-Territories.shtml

http://www.nreca.coop/about-electric-cooperatives/member-directory/

https://sos.oregon.gov/blue-book/Pages/state.aspx

https://portal.ehawaii.gov/government/

https://access.wa.gov/governmentagencies.html