

Request for Proposal (RFP) for Advanced Cloud and On-Premise Communications Solutions

Solicitation Number: 12-21

Publication Date: Tuesday, June 8th, 2021

Notice to Respondent:

Submittal Deadline: Thursday, July 22nd, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 15th, 2021. 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 Cloud and On-Premise Communications Solutions 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 Cloud and On-Premise Communications Solutions, 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 electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Advanced Cloud and On-Premise Communications
Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 12-21



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 non-profit 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 Cloud and On-Premise Communications Solutions.
- ◆ 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 responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- 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 electronically via our online Bonfire portal. 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. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in an alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Ø Tab 2 – NCPA Administration Agreement
- Ø 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

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. Region 14 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 \$30 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 respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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.
 - Provide both On-premise solutions as well as Cloud based solutions.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

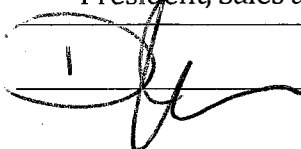
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ 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	Jenne, Inc.
Address	33665 Chester Rd.
City/State/Zip	Avon, OH 44011
Telephone No.	440-835-0040
Fax No.	440-835-2788
Email address	djenne@jenne.com
Printed name	Dean Jenne
Position with company	President, Sales and Marketing
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Jenne, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 01-125, 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 Cloud and On-Premise Communications Solutions;

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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

◆ 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: Jenne, Inc.

Name: Matthew Mackel

Name: Dean Jenne

Title: Director, Business Development

Title: President, Sales and Marketing


Address: PO Box 701273

Address: 33665 Chester Rd.

Houston, TX 77270

Avon, OH 44011

Signature: 

Signature: 

Date: August 16, 2021

Date: 8/23/21

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.

■ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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

■ All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- ▶ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- ▶ Responding Company's principal place of business is in the city of Avon, State of Ohio

◆ **Felony Conviction Notice**

- ▶ Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- ▶ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input checked="" type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- ▶ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Jordan Plazak

Title: Sr. Staff Accountant

Company: Jenne, Inc.

Address: 33665 Chester Rd

City: Avon State: Ohio Zip: 44011

Phone: 440-471-3148 Email: jplazak@jenne.com

Purchase Orders

Contact Person: Peter Bruno
 Title: Senior Director of Purchasing
 Company: Jenne, Inc.
 Address: 33665 Chester Rd
 City: Avon State: Ohio Zip: 44011
 Phone: 440-471-3165 Email: pbruno@jenne.com

Sales and Marketing

Contact Person: Dean Jenne
 Title: President, Sales and Marketing
 Company: Jenne, Inc.
 Address: 33665 Chester Rd
 City: Avon State: Ohio Zip: 44011
 Phone: 440-471-3119 Email: djenne@jenne.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			

Tab 4 – Vendor Profile

Please provide the following information about your company:

◆ **Company's official registered name.**

Jenne, Inc.

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

Jenne, Inc. has grown and evolved to become one of the nation's premier value-added Technology Solutions Distributors and Cloud Master Agents.

In our more than 30 years in business, Jenne has focused on offering and supporting the channel's leading product solutions in Unified Communications and Collaboration, Networking and Infrastructure, Physical Security, Video Conferencing and the Internet of Things, to thousands of customers from coast to coast.

Jenne's 'high touch, fast response' model of outstanding service and support allows our partners to be more successful, more quickly. We provide value added resellers, managed service providers, integrators and telecom service provider companies with a broad product selection from over 180 leading technology companies. Our customers value and benefit from competitive pricing and flexible financing options; on-time accurate delivery from our state-of-the art distribution center; outstanding technical support, including design services and enablement; plus ongoing sales and technical training through the award-winning Jenne University.

Today, Jenne, Inc. continues to grow and thrive having developed into one of the nation's largest technology distributors. Jenne is uniquely positioned to quickly and effectively introduce new partnerships, technologies and programs to our customers. We are a trusted business advisor, helping our partners achieve incredible growth and success.

Founded in 1986 by Rose Jenne, who today serves as Chairman

- Jenne was formed as a result of the split of the Bell Companies (AT&T) and the lack of distributors selling phones and communications products. Rose saw an opportunity to create a business where customers could buy all their products from a single source.

Dave Johnson, President and CEO

- Joined Jenne in 2008 from Avaya where he previously held senior executive positions, most recently Sr. Vice President of Global Alliances and Channel Development

Today, Jenne is one of the nation's largest communication distributors

- Year over year solid financial performance and strong balance sheet
- More than 180 premier and emerging manufacturer partners
- Extensive 50,000+ product selection
- Comprehensive value-added services

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

Duns#: 15-528-3518

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

Contract Administration: Dean Jenne, djenne@jenne.com, 440-471-3119

Pricing/Reporting: Patrick Howard, phoward@jenne.com, 440-471-3107

Sales: Kevin Johnson, kjohnson@jenne.com, 440-471-3190

Logistics: Vince Piccolomini, pic@jenne.com, 440-471-3111

Business Development: Dan Wild, dwild@jenne.com, 440-471-3116

E-Rate and Education: Tracy Earnhart, tearnhart@jenne.com, 440-580-2817

◆ **Corporate office location.**

Corporate Office and Distribution Center:

33665 Chester Road

Avon, OH 44011

- List the names of key contacts at each with title, address, phone and e-mail address.

Contract Administration: Dean Jenne, djenne@jenne.com, 440-471-3119

Pricing/Reporting: Patrick Howard, phoward@jenne.com, 440-471-3107

Sales: Kevin Johnson, kjohnson@jenne.com, 440-471-3190

Logistics: Vince Piccolomini, pic@jenne.com, 440-471-3111

Business Development: Dan Wild, dwild@jenne.com, 440-471-3116

E-Rate and Education: Tracy Earnhart, tearnhart@jenne.com, 440-580-2817

◆ **Define your standard terms of payment.**

Net 30 day terms are standard. However, Jenne also offers alternative financing options.

◆ **Who is your competition in the marketplace?**

ScanSource Inc., Tech Data Corp., and Ingram Micro

◆ **What differentiates your company from competitors?**

We put the VALUE in “Value Added” Services:

- Certified Field Sales Consultants
- Certified Inside Sales Team
- Business Development Specialist
 - Dedicated to a specific vendor
- Premier Vendor Relationships
 - Connection through Product Managers
- World class Technical Services
- Jenne University Certification training
- State of the art Warehouse Management System
 - Same-day shipping orders placed before 7:00 pm EST
 - Order accuracy of 99.98%
 - On-time shipments: 99.89%
 - Tracking online and automated email
 - Stocking levels
 - 45–60 Days of Inventory
 - Custom labeled blind drop-ships
 - On-demand invoice print and review
 - No minimum order quantities
 - Electronic order capabilities
 - Single point of shipment
- “Jenne Marketplace” suite of services
- Innovative product introduction and promotion communication

Awards and Recognition:

- Avaya
 - 2019 Cloud Partner of the Year Award
 - 2019 Diamond Distributor Award
- Extreme Networks
 - 2020 Americas Distributor of the Year
 - 2019 Americas Distributor of the Year
- Konftel
 - 2020 Best Konftel Partner, North America
 - 2020 Largest Growth Award

- 2019 Best Konftel Partner, North America
- Lifesize
 - 2019 Americas Distributor of the Year
- Panasonic Security
 - 2019 i-PRO Distributor of the Year
- Sangoma
 - 2020 Summit Superstar Award
 - 2020 Sangoma Pinnacle Distribution Partner
- Yealink
 - 2019 Platinum Distributor Award

◆ **Describe how your company will market this contract if awarded.**

Jenne, Inc. has ample experience in managing public sector contracts. These contracts require a significant amount of sales and marketing investment to make them successful. Jenne's plan will include a number of marketing initiatives that will target both resellers and end-users. While Jenne does not sell direct to end-users, we do provide marketing support to our resellers to help them create end-user demand generation. Some of these tactics include print and pdf collateral; digital marketing campaigns, including emails and web banners; website landing pages; scripting for call-out campaigns; and an electronic storefront offering which Jenne resellers can reskin with their own branding and identify.

Within our reseller customer database, we will review our historical procurement data per awarded vendor line to identify the most capable resellers selling into State and Local Government, K-12 and higher education nationwide. We will use this list to identify those resellers we plan 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 representation 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.

In addition to marketing support, we will establish a regular sales meeting cadence in which we review sales efforts, pending opportunities and any issues with the selected resellers. Manufacturers and their local sales teams also will be engaged to assist in the identification of opportunities and for special pricing.

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. Jenne also will make available our technical support team and account management call center to ensure exceptional customer support.

Marketing this contract will include a number of concurrent tactics, including:

- An announcement press release distributed via Business Wire and to targeted channel trade press
- Identifying the resellers we want to authorize 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

- Promoting through industry events and shows Jenne attends as well as support to the resellers for shows they attend
- Ongoing reseller recruitment efforts and internal sales trainings
- End-user demand generation resources and support

◆ **Describe how you intend to introduce NCPA to your company.**

Award

- Create a Terms and Conditions summary
- Develop a pricing calculator
- Communicate the contract internally and with each vendor line
- Determine the rules of engagement
- Assign responsibility roles

Recruitment

- Identify Resellers
- Training: online via webinars hosted on our ON24 webinar platform
- Establish eligibility requirements
- Sign participation agreement

Contract Management

- Monthly contract review
- Regular status calls with each participating reseller
- Quarterly cadence calls with the contractor community
- Ongoing calls with participating vendors to update and/or revise strategy as needed

Initial Kick-off Phase

- Upon award, communicate to vendor and internal vendor PM/BDM teams
- Put together contract terms and conditions; develop pricing calculator; and price file
- Review administrative requirements
- Set e-mail aliases
- Webpage development, including 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 resellers
- Require reseller business plan/marketing plan from each selected reseller
- Conduct trainings via webinars for resellers, sales reps, BDMs, PMs and vendor
- Press release issued
- Marketing materials created 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)

- QBR for vendor
- Vendor seasonal pricing for this community
- QBR webinar for reseller community
- Marketing events
- Updating Reseller database with contact information

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

Jenne's website is the place to access product information and transact business.

We Offer:

- A searchable online product catalog with secure 24/7 online ordering
- Real time inventory status
- Price checking
- Build order templates for repeat orders
- Order and serial number tracking
- Review of past orders
- Access account information

Jenne Solutions Designer:

Jenne Solutions Designer (JSD), a multi-vendor online configuration tool available via Jenne's log-in website, enables partners to quickly design a solution into a real-world configuration.

JSD seamlessly identifies complementary solutions, including pricing and availability, all in an environment that partners can share privately with their colleagues, customers and experts at Jenne.

Partners benefit by:

- A shorter time needed to configure solutions
- The ability to design the total end-to-end solution
- Customized quotes, proposal and cover letters available in a user-friendly export
- The ability to share the tool among staff

Cloud Design Center:

Jenne's Cloud Solutions Design Center allows value-added resellers, MSPs and integrators to quickly respond to end-customer requests for cloud quotes with the best vendor, infrastructure and pricing information.

Business partners simply host a consultative appointment or call, access the Cloud Solutions Design Center portal on Jenne's web site, and gather answers to specific questions. Jenne's experts then have all the information needed to generate a customized proposal.

Jenne was recognized with the ChannelVision 2018 Visionary Spotlight Award in the Back Office & OSS Innovation Category for the Jenne Cloud Solutions Design Center.

The annual Visionary Spotlight Awards competition was created to highlight channel and service provider innovation in communications. The awards honor outstanding products and services across numerous technology categories. Visionary Spotlight Award winners

exemplify this goal, showcasing the communications industry's overall innovation, capacity for future-thinking execution, and creativity and feature set differentiation; and offering channel partners a cornucopia of opportunities to boost their roles as trusted providers.

Jenne Design Center:

Jenne's Design Center, available via Jenne's log-in website, enables resellers to seamlessly upload, view and maintain multi-network configurations for both simple and complex designs.

The Design Center helps build a complete VoIP solution based on customized product and pricing criteria.

Resellers benefit by:

- A streamlined design creation
- Shortened selling cycles
- Ensured accuracy and conformity of design requirements
- Real time notification of completed phases
- 24/7 update availability
- Available for Avaya and Extreme Networks

Cloud Commissions Dashboard:

Jenne's Cloud Commissions Dashboard is a valuable online resource that provides simplified commission reporting for Jenne partners.

The dashboard works as an easy to understand quick reference for commission tracking and reporting directly from the Jenne website:

- Graphical timelines
- Pie charts
- Clickable links to access commissions—sorted by vendor
- Quick access to downloadable earning reports

Jenne Service Contract Portal

We help resellers manage product and service contracts, streamlining and managing what can be a difficult process. When a service contract is up for renewal for any solution purchased through Jenne, partners are notified well in advance so they can capture what otherwise might be a lost revenue opportunity. Proactive email notification are sent 90, 60 and 30 days in advance of the service contract's expiration.

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

Post / Pre Sale Technical Support is available Monday through Friday 8:00AM to 8:00PM EST

1-800-422-6191 then prompt 4 for Technical Services

TechnicalSupport@jenne.com

Our technical staff has over 150 years of combined experience covering the complete product portfolio.

- 6 Technical Support Specialist
- All Technical Support Specialists maintain all required sales and technical certifications

Benefits:

- Industry's Shortest "On Hold" Time
- On site "Tech Center"
- Start to finish: Pre sales configuration through post sales support activities
- Staging Services



J E N N E[®]

Excellence in Distribution
Experts in Technology

Jenne Customer DOA and Non-DOA Return Policy

Please review the below policy and attach the RMA identification label to the box(es) you are returning. If you are returning more than one box, please make copies of the label and attach one to each box.

DOA Return Policy

1. Customers requesting a DOA Return must complete the Jenne Returns Form. This form can be completed and submitted electronically via the Jenne Web site, or the form can be obtained from a Jenne Customer Service Representative by calling 800.422.6191.
2. Customers have 30 days from the date of Jenne invoice to request a DOA return for items that are returnable to Jenne under the Manufacturer's DOA Policy. All DOA products returned must be re-packed in the original package with all manuals, cables, and accessories as received by the customer.
3. Jenne will not issue an RMA number without the completion and submission of the Jenne Returns Form.
4. The submission of a Jenne Returns Form does not constitute or authorize the return of product to Jenne. An RMA Number, RMA Identification Label and RMA Packing List must be issued.
5. Please refer to the Manufacturer's DOA Policy, available on the Jenne Web site, to make sure that the item(s) for which you are requesting a return are acceptable. If an item is not returnable to Jenne, an RMA number will not be issued.
6. Configured, Jenne-staged, special order, software and software license keys are not returnable to Jenne as DOA or Non-DOA product.
7. Jenne Customer Service will issue an RMA Identification Label and RMA Return Packing List with RMA Return Guidelines for all acceptable DOA returns within two (2) to three (3) business days after transmission of the Jenne Returns Form.
8. Should the request for RMA not be granted by Jenne, notification as to the reason for rejection will be e-mailed or faxed to the customer.
9. The authorization is valid for 14 calendar days from the Returns Material Authorization (RMA) issuance to receipt the item in the Jenne logistics center.
10. If product is received without a Jenne RMA Identification Label and Packing List, or the said return is received outside the valid 14 calendar-day time limit, the item(s) will be returned to the customer with return shipping and insurance paid by the reseller.
11. Customers with credit terms that request an advance replacement for the DOA item will be invoiced for said replacement product. DOA advance replacements will be shipped freight free via ground service. Credit will be applied to your Jenne account when the DOA product is accepted, verified and approved by Jenne.
12. Customers with C.O.D. or Credit Card account status that request an advance replacement will be invoiced and charged for the replacement item. The advance replacement item will be shipped freight-free. Credit will be applied to your Jenne account when the DOA product is accepted, verified and approved by Jenne. Customers with C.O.D. status can request a refund from department. For Credit Card customers, a credit will be applied to the credit card account charged for the initial invoice.
13. Product being returned to Jenne as DOA will be subject to testing. If product returned is tested and not found DOA, the product will be returned to the customer. The customer will be charged freight and insurance on the return.

Non-DOA Return Policy

1. Non-DOA Product must be un-opened. If a manufacturer/vendor seal is located on the item, it must not be broken. The Product box must be clean and undamaged, with no usage marks of any kind. Product must be Factory Sealed in fully resalable condition. Product must be free of any external markings, stickers, etc.
2. Non-DOA Product that does not contain a manufacturer/vendor seal must contain the original packaging, both inside and outside. All Non-DOA products without a seal will be opened and inspected by a Jenne RMA Technician. Product must be complete with all manuals, cables, warranty cards, static bags, etc., just as it was originally received by the customer.
3. Non-DOA Items(s) will be returned to the customer with return shipping and insurance paid by the reseller if not in resalable condition.
4. Customers have 14 days from the date of Jenne invoice to request a Non-DOA return.
5. All Non-DOA returns will be assessed a restocking fee as follows: \$25 restocking fee will be applied to returns of \$500 or less. For returns in excess of \$500 in value a 5% restocking fee will be applied.
6. Provisioned, configured, Jenne-staged, special order, software and software license keys are not returnable to Jenne as, Non-DOA product.
7. Jenne will not issue an RMA number without the completion and submission of the Jenne Returns Form.
8. The submission of a Jenne Returns Form does not constitute or authorize the return of product to Jenne. An RMA Number, RMA Identification Label and RMA Packing List must be issued.
9. Jenne Customer Service will issue an RMA Identification Label and RMA Return Packing List with RMA Return Guidelines for all acceptable Non-DOA returns within 72 hours (business hours) after transmission of the Jenne Returns Form.
10. Should the request for RMA not be granted by Jenne, notification as to the reason for rejection will be e-mailed or faxed to the customer.
11. The authorization is valid for 14 calendar days from the Returns Material Authorization (RMA) issuance to receipt the item in the Jenne logistics center.
12. All Non-DOA returns must be shipped inside of a shipping box or on a securely strapped and wrapped pallet. Non-DOA returns must arrive in resalable condition in order to obtain credit.
13. If product is received without a Jenne RMA Identification Label and Packing List, or the said return is received outside the valid 14 calendar- day time limit, the item(s) will be returned to the customer with return shipping and insurance paid by the customer.
14. For customers with credit terms, credit will be applied to your Jenne account, less the restocking fee, once the product is accepted, verified and approved by Jenne. Resellers with C.O.D. status can request a refund, less the restocking fee, from the Jenne credit department. For Credit Card customers, a credit, less the restocking fee, will be applied to the credit card account charged for the initial invoice.
15. Customer is responsible for freight and insurance costs associated with the shipment of the original order and the return of all DOA and NON-DOA products.
16. Item(s) will be returned to customer, freight and insurance collect, should it be found that item(s) are not in resalable condition.

◆ **Green Initiatives**

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

Environmental Policy Statement

Jenne, Inc. is committed to increasing its efforts towards a sustainable, low-waste future. We will strive to continue improving our environmental sustainability and waste reduction over time and to initiate additional projects and activities that will further our goal of reducing our overall impact.

Our commitment to the environment extends to our customers, our staff, and the community in which we operate. We are committed to the following:

- Comply with all applicable environmental regulations;
- Prevent pollution whenever possible, and recycle everything possible;
- Train all of our staff on our sustainability program and encourage them to contribute and participate;
- Communicate our environmental commitment and efforts to our customers, staff, and our community;
- Continually improve over time by striving to measure our environmental impacts and by setting goals to reduce these impacts each year.

◆ Vendor Certifications (if applicable)

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

Jenne University Course Offerings and Certifications:

Avaya IP Office Sales/Demo APSS-SME Certification Workshop (APSS-SME Certification)

The IP Office Sales/Demo Boot Camp is designed for Sales Representatives of Avaya Business Partners with Sales responsibilities.

This course provides participants with PRACTICAL EXPERIENCE in presenting and positioning IP Office from a selling perspective. Sales Associates will learn the skills needed to organize and conduct a demo and utilize an IP Office demo system to demonstrate the features of the telephones, Soft Phone Power User/Tele-worker, Voicemail Pro, One X Portal, Mobile Worker, Web Conference and Video Conference. This class will also include a demo of the Radvision Scopia.

T-MVO250-6.3-IM Mitel MiVoice Office 250 Release 6.3 Installation and Maintenance Certification Course

You will gain comprehensive knowledge of the MiVoice Office 250 system including the hardware, phones, and system features supported by the current release of software. You will also plan, program, and use Unified Voice Messaging and Voice Processor applications.

Avaya IP Office Virtual ACIS Re-Certification Workshop

This review course is designed for Avaya Business Partners and Technicians with IP Office Installation, Configuration, Design and Implementation responsibilities who have previously obtained the Avaya IP Office certification credential and are looking to renew. This course will cover IP Office Release 11.1 and provides the student with the necessary review information to attempt the ACIS – Avaya IP Office™ Platform Credential (77200X). This is a review session that will encompass instructor led training, real-time examples and question/answer session. All students will prepare for the ACIS-7720 Professional Credential and have the opportunity to take the ACIS 77200X via Pearson Vue's OnVue service or a local Pearson Vue Test Center.

Panasonic NSX2000 Technical Certification Workshop

This NSX2000 course extends the material found in the NS1000 Certification courses. The course provides specific information on NSX2000 features and a prep for the Final Assessment Exam.

The prerequisite for this course is NS1000 Certification. and the NSX Overview course. This course must be purchased through an authorized Panasonic distributor before enrollment can be opened.

This course is a one day remote online learning course and is taught by a live instructor.

Panasonic NS1000 Technical Certification Workshop

This 2-day technical certification course will provide technicians with the necessary skills and hands-on learning experience to Install, program, and maintain the KX-NS1000 product. All attendees will prepare for and take the online NS1000 and certification exam on the last day of class. This class is a pre-requisite for the KX-NSX2000 certification class, which will be taking place on Thursday and Friday after this class concludes.

77200V - Integrating and Configuring IP Office™ Platform Release 11 ACIS Certification Workshop (Test: 77200X)

This virtual course is designed for Avaya Business Partners and Technicians with IP Office Installation, Configuration, Design and Implementation responsibilities. This course provides the student with practical experience installing and configuring the IP Office System through release 11 featuring the IP 500 hardware. This is a Hands-On, virtual instructor-led classroom environment. All students will prepare for the ACIS-7720 Avaya IP Office Platform Credential. This class is for those preparing for the ACIS-Avaya Midmarket Team Engagement Solutions or ACSS-3000 IP Office Platform credential. The test associated with this class is the 77200X and is a Pearson Vue Proctored test. If you would like to learn more, please visit <https://home.pearsonvue.com/avaya>. Students will have to visit a Pearson Vue test center or set up their exam via Pearson OnVUE. To learn more about OnVue, please check this link for a video demonstration <https://home.pearsonvue.com/avaya/onvue>

NOTE: This is the new basic level certification that replaces the AIPS-4000 retiring March 28, 2020. The new credential is ACIS-7720. Both the AIPS-4000 & ACIS-7720 are the Basic certifications for the IP Office Platform. Possessing either credential will work in tandem with the ACSS-3000 credential which is considered the Advanced certification.

Avaya IP Office Server Edition Overview Workshop

This 2-day introductory hands-on workshop is intended for AIPS-SME certified engineers with no prior experience working with the IP Office Server Edition (SE) system. The purpose of this course is to provide technicians with the basic skills they need to customize and administer an IP Office SE solution. In addition, the course provides the participant with the opportunity to practice configuring the IP Office SE System. Topics covered include system design, licensing, web management of the IP Office SE, Hands-on implementation of IP500v2 expansion systems, one-X Portal, Avaya Contact Recorder and most importantly to have technicians become as comfortable with the Server Edition as they are with the IP500v2.

ACSS Certification-78200C/5S00004K - Supporting IP Office™ Platform Release 11

This hands-on course is intended for Avaya AIPS-SME Certified engineers. It provides information that enables Avaya IP Office VoiceMail Pro Administrators to manage advanced call flows. More specifically, this course discusses topics such as Campaign Manager, Database Actions, Text-to-Speech (TTS) and VoiceMail Pro in a Small Community Network (SCN).

T-MVB09.0-C-IM-RLL Mitel MiVoice Business Rel 9.0 Core Installation & Maintenance

The MiVoice Business Core I&M course covers fundamental tasks involved in installing, configuring, maintaining, and troubleshooting a single standalone MiVoice Business system. This course qualifies new technicians with MiVoice Business Core I&M Certification with a practical exam and qualifies them for Core MiVoice Business system support. It also qualifies technicians for entry into the MiVoice Business Networking, Clustering, and Resiliency I&M course.

T-MICC-9.0-IM-RLL MiContact Center Business rel 9.0 Installation & Maintenance Workshop

The Mitel Software Contact Center Installation and Maintenance (I&M) Course is a 5 day remote leader-led course that provides advanced hands-on training that teaches you how to successfully install and maintain an Enterprise Contact Center configuration. Installation and maintenance topics covered include Contact Center Management ACD, Multimedia, and IVR Routing —Visual Workflow Manager.

You will also gain a detailed understanding of the Contact Center Management architecture, media server configuration, how to perform telephone system synchronization, and the best practices for maintaining your software. Once the course curriculum and exam have been completed, participants will receive a Contact Center I&M Certificate.

77200C Integrating and Configuring IP Office™ Platform Release 11 ACIS Certification Workshop ACIS Certification Workshop (Test: 77200X)

This hands-on course is designed for Avaya Business Partners and Technicians with IP Office Installation, Configuration, Design and Implementation responsibilities. This course provides the student with practical experience installing and configuring the IP Office System through release 11 featuring the IP 500 hardware. This is a Hands-On instructor-led classroom environment. All students will prepare for the ACIS-7720 Avaya IP Office Platform Credential. This class is for those preparing for the ACIS Avaya Midmarket Team Engagement Solutions or ACSS-3000 IP Office Platform credential. NOTE: This is the new basic level certification that replaces the AIPS-4000 retiring March 28, 2020. The new credential is ACIS-7720. Both the AIPS-4000 & ACIS-7720 are the Basic certifications for the IP Office Platform. Possessing either credential will work in tandem with the ACSS-3000 credential which is considered the Advanced certification.

ACSS Certification - 78200V Supporting IP Office Platform Release 11

This virtual Leader-Led course is intended for Avaya AIPS/ACIS-SME Certified engineers preparing to take the 78200X exam for the ACSS-3000 certification. This course covers SCN, Voicemail Pro, Media Manager, System Monitor, System Status, IX Workplace (Equinox) & J Series Phones.

Extreme Networks - ECS ExtremeWireless Cloud

The ExtremeWireless Cloud Training ECS course provides Extreme Networks customers and partners theoretical and practical hands-on training to give students a better understanding of Extreme Networks Cloud Wi-Fi technologies. Students will also learn how to manage and orchestrate ExtremeWireless Cloud from within the ExtremeCloud IQ management platform.

Avaya Cloud Office Technical ASAC Certification Workshop

This 2 Day, virtual leader-led training is designed for administrators or supervisors responsible for the administration of Avaya Cloud Office.

This course will explore Avaya Cloud Office Service Web, its main features, and components. Students will come away with the knowledge required to administer Avaya Cloud Office through hands on exercises to include:

- Adding users to the ACO Platform
- Setup/Provision J100 Series Phone
- Disable Users

- Setup Park Slots
- Build Call Queues (Hunt Groups)
- Build Ring Groups
- Setup an IVR Menu
- Deploy the Avaya Cloud Phone Application



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/07/2010	201009600829	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

JENNE, INC.
33665 CHESTER ROAD
AVON, OH 44011

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

677610

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

JENNE, INC.

and, that said business records show the filing and recording of:

Document(s):

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

201009600829



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 5th day of April, A.D.
2010.

Ohio Secretary of State

Office of the Minnesota Secretary of State

Foreign Corporation or Cooperative | Annual Renewal

Minnesota Statutes, Section 5.34



Must be filed by December 31

Read the instructions before completing this form.

Filing Fee for Renewal: \$135 for expedited service in-person and online filings, \$115 if submitted by mail

Filing Fee for Reinstatement: \$520 for expedited service in-person and online filings, \$500 if submitted by mail

1. File Number: 1079156100022

2. Home Jurisdiction: Ohio

3. Business Name: (Required)

Jenne, Inc.

4. Alternate Name used in Minnesota, if any:

5. Registered Agent/ Registered Office Address in Minnesota : (Required)

6609 Cherokee Lane, North

Agent Name

Universeral Registered Agents, Inc.

Street Address (A PO Box by itself is not acceptable)

Brooklyn Park

City

MN

State

55428

Zip Code

6. Name and business address of C.E.O. (Chief Executive Officer): (Required)

33655 Chester Road

CEO Name

Dave Johnson

Street Address

Avon

City

OH

State

44011

Zip Code

Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

nsidorak@jenne.com

Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

Neil Sidorak VP of Finance

440-580-2809

Contact Name

Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

Does this entity own, lease, or have any financial interest in agricultural land or land capable of being farmed?

Yes No

NOTICE: Failure to file this form by December 31 of this year will result in the revocation of this corporation without further notice from the Secretary of State, pursuant to Minnesota Statutes, section 303.17.

Office of the Minnesota Secretary of State
Foreign Business Corporation | Annual Renewal
Minnesota Statutes, Section 5.34



Minnesota Business Snapshot

To better serve Minnesotans, the Secretary of State's Office has created the "Minnesota Business Snapshot," a short and simple survey produced with the input of business owners, business organizations, non-profits, and researchers from across the state. These five questions will take less than three minutes to complete, and you may answer any or all of them. There is no penalty if you choose not to provide this information. However, the answers you do provide will create a useful pool of information for potential customers and inform the analysis of our quarterly "Minnesota Economic and Business Condition Reports". We do not independently verify the answers applicants provide. **Again, this survey is voluntary and the answers are considered public data.** Thank you.

1. (Select up to one) - How many Minnesota – based full time employees (or FTE equivalents) does this entity currently have?

- 0-5
- 6-50
- 51-200
- 201-500
- Over 500

2. (Select all that apply) - Does the owner or a member of the ownership group of this entity self-identify as a member of any of the following communities?

- Woman
- Member of a community of color
- Veteran
- Member of a disability community
- Member of an immigrant community

3. (Select up to one) - Using NAICS codes below, please select the code that best describes this entity. If you believe this entity falls into more than one category, please select the category that generates the majority of the entity's revenue.

- Agriculture, Forestry, Fishing and Hunting (Code 11)
- Mining (Code 21)
- Utilities (Code 22)
- Construction (Code 23)
- Manufacturing (Codes 31-33)
- Wholesale Trade (Code 42)
- Retail Trade (Codes 44-45)
- Transportation and Warehousing (Codes 48-49)
- Information (Code 51)
- Finance and Insurance (Code 52)
- Real Estate Rental and Leasing (Code 53)
- Professional, Scientific, and Technical Services (Code 54)
- Management of Companies and Enterprises (Code 55)
- Administrative and Support and Waste Management and Remediation Services (Code 56)
- Educational Services (Code 61)
- Health Care and Social Assistance (Code 62)
- Arts, Entertainment, and Recreation (Code 71)
- Accommodation and Food Services (Code 72)
- Other Services (except Public Administration) (Code 81)
- Public Administration (Code 92)

4. (Select up to one) Is this entity a full time or part time endeavor for those primarily responsible for operating this entity?

- Full time
- Part time

5. (Select up to one) - If applicable, what were this entity's gross revenues for the past year?

- \$0 - \$10,000
- \$10,001 - \$50,000
- \$50,001 - \$250,000
- \$250,001 - \$1M
- Over \$1M



The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Foreign Corporation Certificate of Registration

FORM MUST BE TYPED

(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

(1) Exact name of the corporation, including any words or abbreviations indicating incorporation:

Jenne, Inc.

(2) Name under which the corporation will transact business in the commonwealth that satisfies the requirements of G.L. Chapter 156D, Section 15.06:

Jenne, Inc.

If applicable, please attach:

- an agreement to refrain from use of the unavailable name in the commonwealth; and
- a copy of the doing business certificate filed in the city or town where it maintains its registered office; and
- a copy of the resolution of the corporation's board of directors, certified by its secretary, the name under which the corporation will transact business in the commonwealth pursuant to 950 CMR 113.50(4).

(3) Jurisdiction of incorporation: Ohio

Date of incorporation: May 13, 1986

(month, day, year)

Duration if not perpetual: _____

(4) Street address of principal office: 33665 Chester Road, Avon, OH 44011

(number, street, city or town, state, zip code)

(5) Street address of registered office in the commonwealth: 4 Central Street, Woburn, MA 01801

(number, street, city or town, state, zip code)

Name of registered agent in the commonwealth at the above address: Universal Registered Agents, Inc.

I, _____
registered agent of the above corporation consent to my appointment as registered agent pursuant to G. L. Chapter 156D, Section 5.02.*

* Or attach registered agent's consent hereto.

December 31

(6) Fiscal year end: _____
(month, day)

(7) Brief description of the corporation's activities to be conducted in the commonwealth:
Wholesale distribution and business development

(8) Names and business addresses of its current officers and directors:

	NAME	BUSINESS ADDRESS
President:	Dean M. Jenne & Raymond C. Jenne, Jr.	33655 Chester Rd., Avon, OH 44011
Vice-president:		
Treasurer:	Dean M. Jenne	33655 Chester Rd., Avon, OH 44011
Secretary:	Raymond C. Jenne, Jr.	33655 Chester Rd., Avon, OH 44011
Assistant secretary:		
Director(s):	Rose M. Jenne, Chairman	33655 Chester Rd., Avon, OH 44011

Attach certificate of legal existence or a certificate of good standing issued by an officer or agency properly authorized in the jurisdiction of organization. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Signed by: _____,

Dean Jenne, Treasurer

(signature of authorized individual)

Chairman of the board of directors,

President,

Other officer,

Court-appointed fi duciary,

on this _____ day of _____,

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Foreign Corporation
Certificate of Registration
(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

I hereby certify that upon examination of this foreign corporation certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said certificate; and the filing fee in the amount of \$_____ having been paid, said certificate is deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$400

Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

Neil Sidorak, VP of Finance - JENNE, INC.

M

33655 Chester Road

Avon, OH 44011

Telephone: (440) 580-2809

Email: nsidorak@jenne.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

APPLICATION FOR CERTIFICATE OF AUTHORITY

Form CF-1
Rev. 6/5/2019



West Virginia Secretary of State
Business & Licensing Division
Tel: (304)558-8000
Fax: (304)558-8381
Website: www.wvsos.gov

FILE ONE ORIGINAL

(Two if you want a filed stamped copy returned to you.)

**FILING FEE: \$100 (profit)
\$50 (non-profit)**

*** Fee Waived for Veteran-owned corporation**

Control # _____

***** The undersigned, having authority to transact business on behalf of a foreign (out-of-state) registered entity, agrees to ***
comply with the requirements of WV Code §31D-15 to apply for Certificate of Authority.**

1. Home State Information:

a. The name of the corporation as it is registered in its home state is: Jenne, Inc.

b. State of OH Date of Incorporation: 5/13/1986 Duration (no. yrs. or perpetual): PERPETUAL

c. NAIC# (if an insurance company): _____

CHECK HERE to indicate you have obtained and submitted with this application a **CERTIFICATE OF EXISTENCE (GOOD STANDING)**, dated during the current tax year, from your home state of original incorporation as **required to process your application**. The certificate may be obtained by contacting the Secretary of State's Office in the home state of original incorporation.

2. Principal Office Information:

a. Principal office address of the corporation is: No. & Street: 33655 Chester Road

City: Avon State: OH Zip Code: 44011

b. Mailing address, if different from above address: Street/PO Box: _____

City: _____ State: _____ Zip Code: _____

3. West Virginia Office Information:

a. Corporate name to be used in WV: Home state name as listed on line 1a. above, if available. (If name is not available, check DBA Name box below and follow special instructions under Section 3a. attached to this application.)

[The name must contain one of the required terms such as "Corporation," "Corp." or "Inc." See instructions for complete list of acceptable terms and requirements for use of Trade Name.]

DBA Name: _____

(See special instructions in Section 3a. regarding the Letter of Resolution approving use of a "forced DBA Name" attached to this application. View a [sample Letter of Resolution](#).)

b. Designated (physical) office address in West Virginia, if any: No. & Street: _____

City: _____ State: _____ Zip Code: _____

c. Located in the County of: County: _____

d. Mailing address in West Virginia, if different from above: Street/PO Box: _____

City: _____ State: _____ Zip Code: _____

4. **Agent for Service of Process:** Properly designated person to whom notice of legal process may be sent, if any.

Name: Universal Registered Agents, Inc.

No. & Street: 109 Grafton Road

City: Townshend State: VT Zip Code: 05353

5. **E-mail address** where business correspondence may be received: nsidorak@jenne.com

6. **Website address** of the business, if any (ex: *yourdomainname.com*): www.jenne.com

7. Do you own or operate **more than one business in West Virginia?** Yes * Answer a. and b. below. No Decline to answer

If "Yes"... a. How many businesses? _____ b. Located in how many West Virginia counties? _____

8. a. **Proposed purpose(s) for transaction of business in West Virginia is(are):** **NOTE - "Professional" business organizations must attach to this Certificate of Authority application the Verification of Eligibility (Form VOE) authorized by your professional state licensing board (see attached instructions and CHECK BOX below). [In the space below, describe the type(s) of business activity which will be conducted, for example, "agricultural production of grain and poultry," "construction of residential and commercial buildings." Purpose may conclude with words "...including the transaction of any or all lawful business for which corporations may be incorporated in West Virginia."]*

Wholesale distribution and business development, including the transaction of any or all lawful business for which corporations may be incorporated in West Virginia.

Professional business organizations: **CHECK BOX** indicating you have attached the state licensing board **Verification of Eligibility (Form VOE)** to this Certificate of Authority application if your profession meets the requirements as defined by **Chapter 30** of the WV Code. *See Section 8 of the attached instructions for a list of professions. **Your application will be rejected if the VOE signed by the board is not attached.***

b. Will the above purpose include any business activity conducted as a **consumer litigation financier** pursuant to WV Code §46A-6N?

Yes [By checking "Yes," the applicant affirms the above **purpose includes the required statement that the organization shall be designated as a litigation financier** pursuant to WV Code §46A-6N. You are also affirming that you have included with this application an original completed copy of the **required Application for Registration as a Litigation Financier (Form LF-1)** with the associated requisite filing fee.]

No [Proceed to Section 8c.]

c. Will the incorporation elect to be organized for purposes as a **"Benefit Corporation"** per West Virginia Code §31F? **ONLY applicable to "FOR PROFIT" corporations; "NON-PROFIT" corporations CANNOT elect this status.**

Yes [If "Yes," the corporation must be formed **FOR PROFIT** and the purpose(s) indicated in Section 8a. above must include a **"general public benefit"** as set forth in §31F-3-301(a) of the West Virginia Code. Per §31F-1-102(c), "general public benefit" means "a material positive impact on society and the environment taken as a whole, as measured by a third-party standard, from the business and operations of a benefit corporation."]

No [Proceed to Section 9.]

9. Is the business a **Scrap Metal Dealer?**

Yes [If "Yes," you must complete the **Scrap Metal Dealer Registration Form (Form SMD-1)** and proceed to Section 10.]

No [Proceed to Section 10.]

10. **Corporate Status Information:**

a. Corporation is organized as (check one): **For Profit** **Non-Profit**

b. **Officers and Directors:** (add additional pages if necessary; please list all officers)

<u>Officer Title</u>	<u>Officer Name</u>	<u>No. & Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Co-President	Dean M. Jenne	33655 Chester Road	Avon	OH	44011
Co-President	Ray C. Jenne, Jr.	33655 Chester Road	Avon	OH	44011
Secretary	Ray C. Jenne, Jr.	33655 Chester Road	Avon	OH	44011
Treasurer	Dean M. Jenne	33655 Chester Road	Avon	OH	44011


b. Officers and Directors (continued): (add additional pages if necessary; please list all officers)

<u>Officer Title</u>	<u>Officer Name</u>	<u>No. & Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>

11. Is the organization a "veteran-owned" organization?

Effective **JULY 1, 2015**, to meet the requirements for a "veteran-owned" organization, the entity filing the registration must meet the following criteria per West Virginia Code §59-1-2a:

1. A "veteran" must be honorably discharged or under honorable conditions, and
2. A "veteran-owned business" means a business that meets one of the following criteria:
 - o Is at least fifty-one percent (51%) unconditionally owned by one or more veterans; or
 - o In the case of a publicly owned business, at least fifty-one percent (51%) of the stock is unconditionally owned by one or more veterans.

Yes (If "Yes," attach Form DD214)  CHECK BOX indicating you have attached Veteran Affairs Form DD214

No

You may obtain a copy of your Veterans Affairs Form DD214 by contacting:

**National Personnel Records Center
Military Personnel Records**
1 Archives Drive
St. Louis, MO 63138
Toll free: 1-86-NARA-NARA or 1-866-272-6272
Phone: 314-801-0800
www.archives.gov/veterans/military-service-records

Per WV Code 59-1-2(j) effective July 1, 2015, the **registration fee is waived** for entities that meet the requirements as a "veteran-owned" organization. See attached instructions to determine if the organization qualifies for this waiver. In addition, a "veteran-owned" entity will have **four (4) consecutive years of Annual Report fees waived** AFTER the organization's initial formation [see WV Code 59-1-2a(m)].

12. The number of acres of land it holds or expects to hold in West Virginia is: 0

13. Contact and Signature Information* (See below Important Legal Notice Regarding Signature):

a. Contact person to reach in case there is a problem with filing: Neil Sidorak, VP of Finance Phone: +1 (440) 580-2809

b. Print or type name of signer: Dean M. Jeanne Title/Capacity of signer: Treasurer

c. Signature: _____ Date: _____

***Important Legal Notice Regarding Signature:** Per West Virginia Code §31D-1-129. **Penalty for signing false document.** Any person who signs a document he or she knows is false in any material respect and knows that the document is to be delivered to the secretary of state for filing is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than one thousand dollars or confined in the county or regional jail not more than one year, or both.

Important Note: This form is a public document. Please **do NOT** provide any personal identifiable information on this form such as social security number, bank account numbers, credit card numbers, tax identification or driver's license numbers.

“FEE REQUIRED” PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: **Jenne, Inc.**

2. Type of Business Entity: **F R**
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose : **Any lawful purpose.**
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only):
Ohio

7. Date of Formation/Incorporation (Foreign Entities Only):
May 13, 1986

8. Contact Information:

Registered Agent Name: Universal Registered Agents, Inc.

Registered Office:
(Must be a New Jersey street address)

Main Business or Principal Business Address:

Street 441 Main Street

Street 33665 Chester Road

City Metuchen Zip 08840

City Avon State OH Zip 44011

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip
<u>Rose M. Jenne</u>	<u>33665 Chester Road</u>	<u>Avon</u>	<u>OH</u>	<u>44011</u>
<u>Dean M. Jenne</u>	<u>33665 Chester Road</u>	<u>Avon</u>	<u>OH</u>	<u>44011</u>
<u>Raymond C. Jenne, Jr.</u>	<u>33665 Chester Road</u>	<u>Avon</u>	<u>OH</u>	<u>44111</u>

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip
<u>Dean M. Jenne</u>	<u>33665 Chester Road</u>	<u>Avon</u>	<u>OH</u>	<u>44011</u>

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature	Name	Title	Date
<u>Raymond C. Jenne, Jr.</u>	<u>Raymond C. Jenne, Jr.</u>	<u>Co-President</u>	
<u>Dean M. Jenne</u>	<u>Dean M. Jenne</u>	<u>Co-President</u>	

Public Records Filing for New Business Entity (continued)

11. Additional Entity - Specific Information

A. Domestic Non-Profit Corporations (Title 15A) - For IRS exemption considerations, see instructions.

1a. The corporation shall have members: Yes No

If yes, qualification shall be:

As set forth in the by-laws or, As set forth herein:

1b. The rights and limitations of the different classes of members shall be:

As set forth in the by-laws or, As set forth herein:

2. The method of electing the trustees shall be:

As set forth in the by-laws or, As set forth herein:

3. The method of distribution of assets shall be:

As set forth in the by-laws or, As set forth herein:

B. Foreign Corporations - Profit, Non-Profit and Foreign Legal Professional (Titles 14A and 15A)

Attach a certificate of good standing/existence from the state of incorporation not greater than 30 days old to this form.

C. Limited Partnerships (Title 42:2A)

1. Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:

2. Do the limited partners have the power to grant the right to become a limited partner to an assignee of any part of their partnership Yes No

If yes, list the terms/conditions of that power:

3. Do the limited partners have the right to receive distributions from a partner which includes a return of all or any part of the partner's contributions? Yes No

If yes, list the applicable terms:

4. Do the general partners have the right to make distributions to a partner which includes a return of all or any part of the partner's contributions? Yes No

If yes, list the applicable terms:

5. What are the rights of the remaining general partners to continue the business in the event that a general partner withdraws? List below:

D. Foreign Limited Partnerships (Title 42:2A)

Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Advanced Cloud and On-Premise Communications Solutions categories. List all categories along with manufacturer that you are responding with:

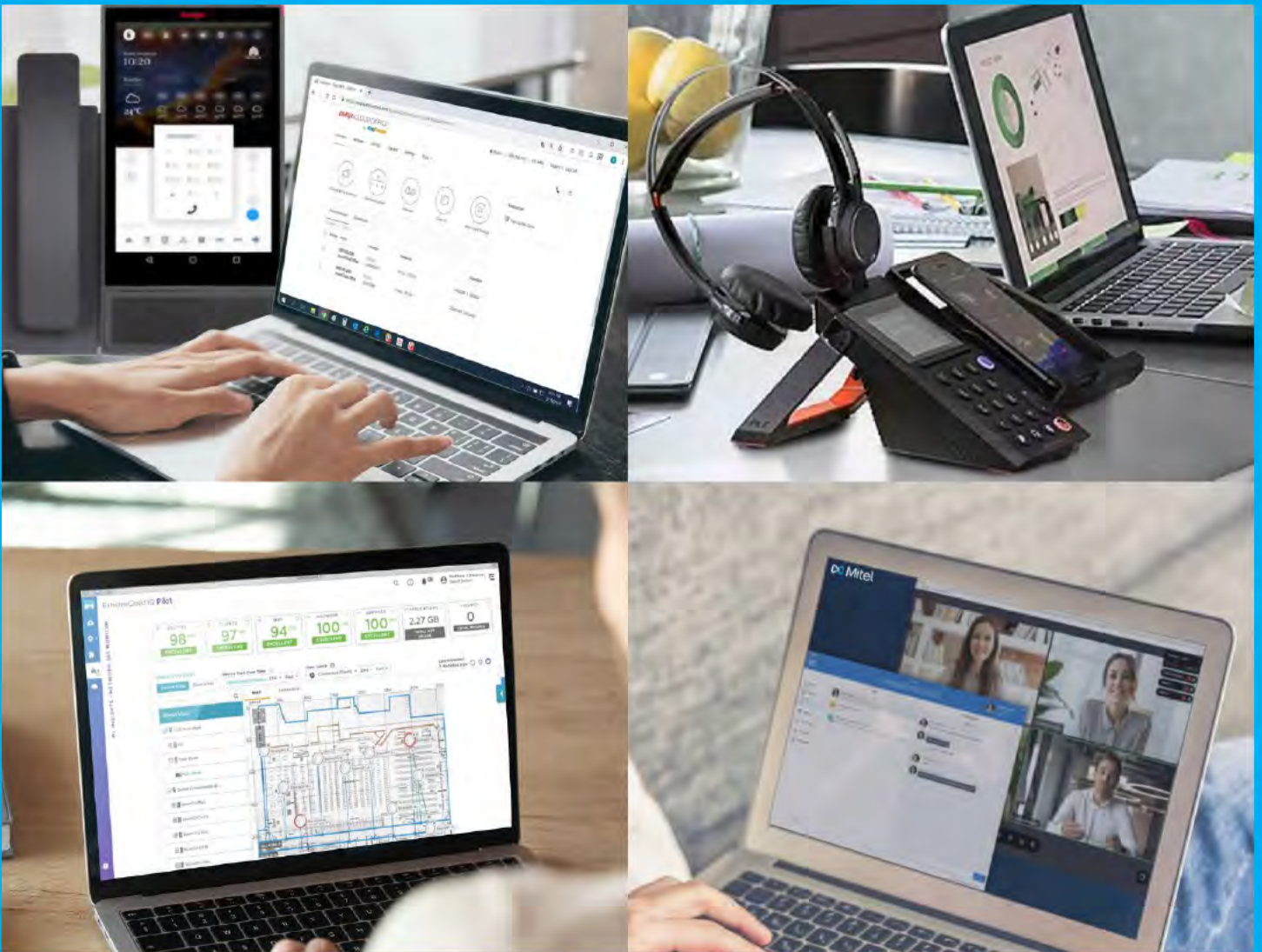
Please see the Jenne Line Card on the following page



J E N N E[®]

Excellence in Distribution
Experts in Technology

2021 Jenne Line Card



Jenne Delivers Excellence
IN TECHNOLOGY AND CLOUD SOLUTIONS

About Jenne, Inc.

Jenne, Inc. has grown and evolved to become one of the nation's premier value-added Technology Solutions Distributors and Cloud Master Agents. In our more than 30 years in business, Jenne has focused on offering and supporting the channel's leading product solutions in Unified Communications and Collaboration, Networking and Infrastructure, Physical Security, Video Conferencing and the Internet of Things, to thousands of customers from coast to coast. Jenne's 'high touch, fast response' model of outstanding service and support allows our partners to be more successful, more quickly. We provide value added resellers, managed service providers, integrators and telecom service provider companies with a broad product selection from over 180 leading technology companies. Our customers value and benefit from competitive pricing and flexible financing options; on-time accurate delivery from our state-of-the art distribution center; outstanding technical support, including design services and enablement; plus ongoing sales and technical training through the award-winning Jenne University.

Engaged Sales and Business Development Team

Jenne has a highly knowledgeable and professional sales team including:

- **Territory Business Development Directors** who work with resellers to contribute to their business plan development and execution helping them to be more successful in their vertical markets.
- **Inside Sales Specialists** who provide resellers with personalized pre- and post-sales support including a single point of contact.
- **Business Development Specialists** who are assigned to specific vendor lines and are experts in the product, go-to-market strategies, trends and competitive information.
- **Resident experts** who support resellers in collaborative technologies, including networking, video, voice and more.

Technical and Design Support

Our technical staff has over 200 years of combined experience. Our business partners further benefit from:

- A design mentor who provides full design support while assisting your engineering team in developing increased capability and insuring uninterrupted design quality.
- Easy and quick design team accessibility and engagement, including joint partner/end user support calls providing customer facing expertise and higher close ratios.
- A Staging and Provisioning Service that performs all the preliminary configuration, licensing and upgrades enabling you to rapidly install systems on your customers' networks or as a stand-alone unit. Jenne fully supports our provisioning and staging service and offers the availability for individual Statements of Work on orders if required or requested
- Jenne's Technical Services staff are available Monday through Friday, 8 a.m. to 8 p.m. at no cost. Full 24-hour support also is available at minimal cost.

World-Class Training by Jenne University

Jenne University is the place where training and support converge. While other distributors outsource their training instructors, virtual platforms and facilities, Jenne maintains its own brick and mortar training center as well as our own virtual lab environment where our customers can gain technical or sales expertise. Our state-of-the-art training facility incorporates fully equipped classrooms and our virtual classroom environment is easy to access, fully equipped as well as learning conducive.

We offer:

- Available training courses include certification for Avaya, Extreme Networks, and other leading manufacturers.
- Official Pearson VUE® Testing Center, allowing Avaya students to leave Jenne University completely certified.
- Virtual Classrooms are fully equipped with the latest equipment to provide a truly interactive hands-on experience. Our virtual lab systems are modeled around real world deployments.
- Customized training maps specific to your sales and technical competency to ensure the curriculum aligns with your business needs.
- All classes are available virtually, but regional training courses available at designated sites across the country, or at a reseller's location. For a complete schedule, visit Jenne's website at www.jenne.com.
- Frequent live and recorded webinars available on the latest manufacturer equipment and releases.

AUDIO/VIDEO CONFERENCING SOLUTIONS



Avaya IX Meetings provides messaging, voice, video, conferencing and team collaboration, all in one application. Avaya IX Meetings provides a powerful tool for teams to collaborate effectively on any device and from any location.



AVFI is a leader in the video conference and A/V furniture market. They provide excellent products and services at competitive prices.



Avteq designs and manufactures video conferencing mobile stands and consoles with a new dimension to meet the demands of current technology.



CAD Audio is a developer of paging and radio microphones, stands and accessories for the professional, commercial and installation audio industries.



Chief offers mounting solutions designed to support a wide range of audio/video applications from corporate boardrooms and facilities to home theaters and offices.



ClearOne is a global company that designs, develops and sells conferencing, collaboration, streaming and digital signage solutions for voice and visual communications. The performance and simplicity of its advanced comprehensive solutions offer unprecedented levels of functionality, reliability and scalability.



EPOS delivers high-end audio solutions designed for enterprise and gaming.



HuddleCamHD is a U.S.-based company that manufactures USB connected conference cameras and speakerphones. Offering both wireless and wired USB webcams, HuddleCamHD is most known for its affordable USB cameras with pan, tilt, and optical zoom capabilities.



For 30 years Konftel's mission has been to help people in businesses around the world hold millions of meetings despite distance. Their focus has been set on offering the perfect sound. Now it's time to bring video into Konftel's meeting solutions. It's time to add a face to the voice.



Kramer has been on the leading edge of Pro AV innovation for over 35 years. With hundreds of employees and partners serving thousands of customers across six continents, they remain committed to delivering smart technology products and solutions for a wide variety of markets and applications.



LG Electronics has led the way into the advanced digital era thanks to the technological expertise it has acquired manufacturing appliances since 1958. LG continues to pursue its 21st century vision of becoming a worldwide leader in digital—ensuring customer satisfaction through innovative products and superior service.



Logitech is a world leader in products that connect people to the digital experiences they care about. Spanning multiple computing, communication and entertainment platforms, Logitech's combined hardware and software enables or enhances audio and video communication over the internet.



Plantronics and Polycom have come together as Poly. Poly is the global communications company that powers authentic human connection and collaboration. Face to face, they sift and sort millions of verbal and non-verbal cues to glean meaning. Poly is finding new ways to inject these cues into audio and video communication to replicate the face to face experience. To build intimacy. To break walls and span distance. To nurture the simplicity and beauty of human connection.



PTZOptics is a U.S.-based company that manufactures PTZ broadcast conference cameras. PTZOptics cameras offer a wide variety of connectivity options including: HD-SDI, HDMI, USB 3.0 and IP Streaming.



Snom designs and manufactures professional and enterprise VoIP telephones. Snom produces robust, high-quality and feature-rich business telephones designed exclusively for the trained and certified professional IT and PBX installer, and universally compatible with the leading PBX platforms.



Yamaha audio and video conferencing solutions streamline collaboration and boost productivity wherever people need to speak openly, share freely and create exceptional things. Yamaha's considered approach to building enterprise-grade microphone systems, conference phones, and video sound bars ensures exceptional audio quality, ease of connectivity and flexibility for meetings across the table or across the globe.



Vidyo enriches people's lives by embedding real-time video into digital communications in the moments that matter most. Millions of people around the world connect visually every day through Vidyo's secure, scalable technology and cloud-based services. Its patented platform integrates with virtually any application environment, network, and device to deliver the highest quality experiences that strengthen teams, build trust, solidify relationships, and improve quality of life for everyone.



With the outstanding technical patents of cloud computing, audio, video and image processing technology, Yealink has built up a panoramic collaboration solution of audio and video conferencing by merging its cloud services with a series of endpoints products.

BUSINESS AND SIP TELEPHONES



Avaya is a global leader in communications, creating intelligent communication experiences for customers and employees. They build open, converged and innovative solutions to enhance and simplify communications and collaboration - in the cloud, on-premise or a hybrid of both. Avaya is committed to innovation, partnership and a relentless focus on what's next in business communication technology.



Allworx is an award-winning maker of VoIP communication systems for SMBs, providing a complete portfolio including IP phones, network switches, and advanced software options.



AT&T telephone products reflect a long and distinguished history of product excellence dating back over 100 years. Today, their product line is one of the most extensive in the industry, including corded and cordless phones, answering systems and phone-related accessories.



AudioCodes designs, manufactures, and sells advanced Voice over IP and converged VoIP and data networking products, applications and professional services to global enterprises, medium and small businesses, as well as to service providers. Their extensive product range includes IP phones, session border controllers (SBCs), media gateways, mobile VoIP clients, multi-service business routers (MSBRs), routing applications, call recording, voice dialing, and more.



Cetis, Inc., designs and manufactures a broad range of analog and VoIP telephones and high-speed Internet products. Designed and engineered in America and Europe for hotel, resort, enterprise, SMB, SOHO, healthcare, education, military, and government applications, Cetis products are built to exacting standards, and backed by their global distribution and support network.



EnGenius DuraFon SIP is the first durable, long-range SIP cordless phone system. This multi-mode communications system delivers industry-leading range and durability while providing significantly lower CAPEX and OPEX compared to other SIP cordless phone solutions.



Mitel SIP phones offer exceptional features and flexibility in an open-standard enterprise grade IP telephone with functionality for any sized office.



Plantronics and Polycom have come together as Poly. Poly is the global communications company that powers authentic human connection and collaboration. Face to face, they sift and sort millions of verbal and non-verbal cues to glean meaning. Poly is finding new ways to inject these cues into audio and video communication to replicate the face to face experience. To build intimacy. To break walls and span distance. To nurture the simplicity and beauty of human connection.



Sangoma is a leader in enterprise, value-based communications, delivering industry-leading quality at price points that enhance customers' ROI. They offer businesses of all sizes affordable cloud-based and on-premise Unified Communications (UC) systems with enterprise caliber features.



Scitec provides specialized guestroom telephones for the lodging industry and offering an ever-expanding line of telephone products and services to corporate, university and hospitality clients.



Snom designs and manufactures professional and enterprise VoIP telephones. Snom produces robust, high-quality and feature-rich business telephones designed exclusively for the trained and certified professional IT and PBX installer, and universally compatible with the leading PBX platforms.



Spectralink, a global leader in wireless solutions, solves the everyday problems of mobile workers through technology, innovation and integration. By continually listening to customers on the move through their workdays, Spectralink is able to develop and deliver reliable, enterprise-grade voice and data solutions.



TeleMatrix hotel phones are beautifully engineered to fit the color, decor, and technical requirements for hotel guest rooms, lobby, and common areas. Choose from their 9600 Series cordless and 3300 Series corded models in analog or VoIP with optional color accent handset kit options.



Yealink is a manufacturer of high-quality VoIP telephone products that are reliable, cost effective, and have a typically high margin yield.

CLOUD SOLUTIONS



Avaya is a global leader in communications, creating intelligent communication experiences for customers and employees. They build open, converged and innovative solutions to enhance and simplify communications and collaboration – in the cloud, on-premise or a hybrid of both. Avaya is committed to innovation, partnership and a relentless focus on what's next in business communication technology.



ADTRAN is an established supplier of advanced transmission products for connecting and integrating today's expansive telecommunications networks developed to address high-speed, digital communication. Products include solutions for IP telephony/VoIP, networking equipment solutions, enterprise wireless solutions, including delivering cloud connectivity via high-performance, secure and reliable solutions.



AudioCodes designs, manufactures, and sells advanced Voice over IP and converged VoIP and data networking products, applications and professional services to global enterprises, medium and small businesses, as well as to service providers. Their extensive product range includes IP phones, session border controllers (SBCs), media gateways, mobile VoIP clients, multi-service business routers (MSBRs), routing applications, call recording, voice dialing, and more.



Extreme Networks delivers software-driven networking solutions that help IT departments everywhere deliver the ultimate business outcome: stronger connections with customers, partners, and employees.



Intermedia is a Unified Communications as a Service (UCaaS) and business cloud email provider hyper-focused on delivering easy-to-use and secure communication and collaboration solutions to SMBs and the partners that serve them.



Lifesize connects organization with award-winning conferencing technology that covers web, audio and video conferencing. Lifesize offers this experience through a unique integration of plug-and-play HD camera systems and HD phones and easy-to-use cloud-based conferencing software.



A global market leader in business communications powering more than two billion business connections, Mitel helps businesses and service providers connect, collaborate and provide innovative services to their customers. Their innovation and communications experts serve more than 70 million business users in more than 100 countries.



Ribbon Communications is a market leader in enabling IP-based voice, video and data services. Service providers and enterprises of all sizes use Ribbon Communications solutions to simplify customer premise configurations for quick and smooth installations, reduce time to market and deliver rapid return on invested capital. The company helps customers deliver intelligence at the network edge with its Network Edge Orchestration platform that includes Intelligent Edge ESBCs and QuickConnect certification program, and the EdgeView Service Control Center.

HEADSET SOLUTIONS



Avaya is a global leader in communications, creating intelligent communication experiences for customers and employees. They build open, converged and innovative solutions to enhance and simplify communications and collaboration - in the cloud, on-premise or a hybrid of both. Avaya is committed to innovation, partnership and a relentless focus on what's next in business communication technology.



ClearOne's CHAT USB PC headsets for unified communications combines comfort, durability and the legacy audio quality you expect from ClearOne.



EPOS delivers high-end audio solutions designed for enterprise and gaming.



Panasonic is a global leader in business communications, with over 30 years of experience manufacturing communications products and over 100 million phones produced to date.



Poly is the global communications company that powers authentic human connection and collaboration. Face to face, they sift and sort millions of verbal and non-verbal cues to glean meaning. Poly is finding new ways to inject these cues into audio and video communication to replicate the face to face experience. To build intimacy. To break walls and span distance. To nurture the simplicity and beauty of human connection.



Snom headsets are tested specifically for use with the Snom telephones, and they are designed for good wearing comfort. The microphone is noise-cancelling so there is no compromise on voice quality.



Yealink's over-the-head style headset is made for office worker, SOHO, or call center staff. It is compliant with the full range of Yealink enterprise IP phones.

INSTALLATION SUPPLIES AND TOOLS



Algo is a trusted supplier and partner in telecommunications, with millions of IP endpoints, including PoE speakers, horns, paging adapters, strobes, push buttons, doorphone/intercoms, and specialty handsets, shipped globally.



Altronix Corporation is a leading designer and manufacturer of low voltage electronic components. Altronix offers a comprehensive line of security, fire, CCTV, access, nurse call and automation products.



Cablesys is a leading manufacturer of fiber optic, telephone and category cables and accessories. Their focus is on building strong connections with the latest technology and cost efficient solutions with their products.



Fluke Networks is a provider of Category 5e and 6 test equipment, telephone DSL/ISDN test equipment and telecom tools.



Garvin is a manufacturer of quality electrical, datacom and telecom hardware.



Greenlee is a provider of quality tools to the electrical industries.



Hitachi Cable Manchester, Inc. is a manufacturer of copper premise cable, fiber optic cable, electronic round cable, electronic ribbon cable and custom cable.



Resideo's Genesis Series provides a full range of cables for security, fire, sound, video, structured cabling, voice and data, and other low voltage applications.



Hubbell Premise Wiring is a global manufacturer of structured cabling systems, enclosures and accessories, providing intelligent infrastructure solutions.



ICC is a performance-value leader in network connectivity and cable management including: workstations, fiber optic systems and outlets, racks and cable management and raceway systems.



Ideal is a provider of products that range from wire connectors, benders, lubes and fish tape to sophisticated electrical testers, datacomm equipment and ergonomically designed hand tools.



Middle Atlantic is a manufacturer of rack enclosures, monitoring consoles, data cabling management products, audio and video studio furniture, power distribution products and related accessories.



NET Source provides best-of-breed IT infrastructure solutions, services and security to small, medium and large enterprises alike.



NVT Phybridge is the leader in long reach PoE, making IP connections in far places simple. Their CHARIoT series of long reach switches helps their customers migrate to an IP-based network, transforming the existing or new infrastructure in to an IP path with power.



Oberon is a leading designer and producer of in-building enclosures and antenna products for cabling, wireless voice and data network infrastructure products.



Manufacturer of passive and active infrared technology, control systems, and CCTV products which are applied in the fields of Security, Automatic Door Controls, and Factory Automation.



nVent ERICO manufactures grounding, bonding, lightning protection and electrical rail connection solutions for commercial, industrial, utility, rail, alternative energy and telecom end user groups. With their unique, holistic approach to protecting facilities from the effects of lightning and induced-surge transients, they protect some of the world's most sensitive equipment, buildings and critical processes.



Suttle is a leading manufacturer of communication connectivity products to major service providers and installers.

PAGING, INTERCOM, AND PUBLIC ADDRESS SOLUTIONS



Algo is a trusted supplier and partner in telecommunications, with millions of IP endpoints, including PoE speakers, horns, paging adapters, strobes, push buttons, doorphone/intercoms, and specialty handsets, shipped globally.



Avaya is a global leader in communications, creating intelligent communication experiences for customers and employees. They build open, converged and innovative solutions to enhance and simplify communications and collaboration – in the cloud, on-premise or a hybrid of both. Avaya is committed to innovation, partnership and a relentless focus on what's next in business communication technology.



Bogen is a leading provider of sound systems and telephone peripherals for commercial, industrial and institutional settings including overhead paging, school intercom and signaling to large-scale concert music systems.



Eaton's "Cooper Notification" business offers a full line of mass notification solutions applicable but not limited to the retail, government, military, industrial and education sectors.



Gai-Tronics is a provider of industrial handset, emergency hands-free telephone equipment and outdoor beacons.



Louroe Electronics' mission is to provide proprietary and patentable, market driven, high-quality audio capture and response technology. Their signature products include the Verifact® series of analog microphones and accessories, the Digifact™ line of IP microphones, and a suite of audio analytics that provide threat detection. These solutions are delivered in versatile and adaptive technology employed in industries across the board, including law enforcement, education, hospitality, healthcare, gaming, retail, transportation, and more.



Spectrio is one of the nation's leading end to end technology-enabled audio and video marketing companies, providing professional content and managed services on a monthly subscription basis. Their solutions, consisting of On-Hold Messaging, Digital Signage and Overhead Music, enable their clients to engage, educate and entertain their customers, across all customer touch points.



Status Solutions provides situational awareness solutions with expertise in vertical markets such as senior housing, healthcare, education and government.



Valcom is a provider of page control interfaces, VoIP LAN/WAN connectivity, ceiling/wall speakers, paging horns, Privacy Spot sound masking, power supplies and door entry systems.



Viking is a provider of telephone accessories, entry controllers and door boxes, apartment entry systems, elevator access and communication devices, industrial paging and telephony control devices.



Zenitel Group is the world leading provider of intelligent communication solutions, focused on IP Intercom, Video Intercom, and Telephony Communications. Zenitel ensures seamless interoperability with IPBX and VoIP systems around the world.

POWER PROTECTION/UPS



APC is a manufacturer of network-critical physical infrastructure (NCPI) solutions, designed for both home and corporate environments of all sizes.



DITEK Corporation has been the industry leader in the design and manufacturing of surge protection devices and systems for more than 20 years. DITEK provides total surge solutions for low voltage CCTV, Fire and Intrusion, Access Control, and Voice/Data/Signal applications, including VoIP and PoE. They also offer a complete line of hardwired suppressors and arrestors for main and distribution panels, as well as point of use equipment.



ITW Linx is a provider of a full line of lightning and surge protection products covering the breadth of the AC, telecom and datacom markets – from rack mount solutions to pair-by-pair block protectors.



Minuteman Power Technologies is a leading provider of uninterrupted power supplies for telephones, computers and data communication devices (UPS products are available from 325VA to 10KVA).



Tripp-Lite is a leading provider of uninterrupted power supplies for telephones, computers and data communication devices for both individual station or network systems.



Xtreme Power Conversion® designs, produces and delivers power quality and data center solutions with UPS and power distribution equipment that solves real-world customer problems while providing one of the best cost-to-performance ratios in the industry.

SPECIALTY COMMUNICATIONS PRODUCTS



AudioCodes designs, manufactures, and sells advanced Voice over IP and converged VoIP and data networking products, applications and professional services to global enterprises, medium and small businesses, as well as to service providers. Their extensive product range includes IP phones, session border controllers (SBCs), media gateways, mobile VoIP clients, multi-service business routers (MSBRs), routing applications, call recording, voice dialing, and more.



Belkin is an award-winning manufacturer for networking solutions, accessories for iPods, and the first Cable-Free USB Hub, PureAV cables, power, and digital wireless accessories.



CEECO is a provider of emergency, security, courtesy and public telephone equipment, delivering high quality technology to its customers in the private and public business sectors.



Cortelco, a leading supplier of telecommunication products, continues to be the chosen supplier for residential and business consumers. Our commitment to quality products, competitive pricing and customer service excellence have contributed to our continued success spanning 111 years in the industry.



Louroe Electronics' mission is to provide proprietary and patentable, market driven, high-quality audio capture and response technology. Their signature products include the Verifact® series of analog microphones and accessories, the Digifact™ line of IP microphones, and a suite of audio analytics that provide threat detection. These solutions are delivered in versatile and adaptive technology employed in industries across the board, including law enforcement, education, hospitality, healthcare, gaming, retail, transportation, and more.



Multi-link is a manufacturer dedicated to the development and marketing of high quality telecommunications devices, including remote power management and fax phone switch devices, for a wide variety of commercial and government applications.



MultiTech is a global manufacturer of award-winning external and embedded modems, and unified communications products that connect data over cellular and analog networks from anywhere in the world.



PM Power Products provides power management and survivability products, equipment cabinets, SIP devices including video door boxes, paging amplifiers, remote control and alerting devices, and web conferencing solutions.



Ribbon Communications is a market leader in enabling IP-based voice, video and data services. Service providers and enterprises of all sizes use Ribbon Communications solutions to simplify customer premise configurations for quick and smooth installations, reduce time to market and deliver rapid return on invested capital. The company helps customers deliver intelligence at the network edge with its Network Edge Orchestration platform that includes Intelligent Edge ESBCs and QuickConnect certification program, and the EdgeView Service Control Center.



Surecall manufactures and sells a line of high-quality cellular amplifiers and accessories for the cell phone market. Their current flagship products are the SureCall™ line of FCC-approved signal amplifiers, which boost the range and reception of almost any call.



Telematrix hotel phones are beautifully engineered to fit the color, decor, and technical requirements for hotel guest rooms, lobby, and common areas. Choose from their 9600 Series cordless and 3300 Series corded models in analog or VoIP with optional color accent handset kit options.



Viking is a provider of telephone accessories, entry controllers and door boxes, apartment entry systems, elevator access and communication devices, industrial paging and telephony control devices.

UC ADD-ONS AND SOFTWARE APPLICATIONS



AdvaTel is a leader in many specialist disciplines in the development of value-added solutions within the telecommunications and contact center industries. Their solutions range from real-time analytics reporting to SIP based telephony attendant consoles, marketed globally through its cross sections of industry business partners.



CI is a developer of Interactive Voice Response (IVR), Computer Telephony Integration (CTI), Web-IVR integration and voicemail unified messaging into vertical and general business solutions.



Calero offers a wide range of Communications Lifecycle Management (CLM) solutions designed to turn communications data into actionable insight by simplifying the management of voice, mobile and other unified communications (UC) services and assets.



DATEL Software Solutions, LLC creates innovative, user-friendly, contact center and call accounting solutions at an affordable price. DATEL has displaced many traditional reporting packages and carved out a niche in the telecommunications software industry.



DuVoice is a developer of stand-alone voicemail systems, messaging system software and turnkey systems for general business office environment and the hotel/motel industry.



Edge provides services for complex implementation of Unified Communications, Contact Center, and networking solutions.



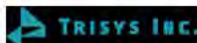
Market leader in innovating and producing cost-effective, high-quality hardware and software-based telecommunications solutions that can be used by any business.



Mutare is an independent software developer driven by a passion to make information access easier. Mutare writes software solutions to unify communications specializing in messaging, mobile apps, self-service IVR and notification systems.



PICA Product Development, formerly known as Nel-Tech Labs is a USA manufacturer of audio messaging systems. These devices provide solutions for various applications including: Music and Message On Hold, Business Music and Timed/Triggered Messaging.



Trisys is a designer of employee productivity and resource software that lets management clearly identify how employees utilize their time for business and non-business purposes.



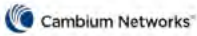
ADTRAN is an established supplier of advanced transmission products for connecting and integrating today's expansive telecommunications networks developed to address high-speed, digital communication. Products include solutions for IP telephony/VoIP, networking equipment solutions, enterprise wireless solutions, including delivering cloud connectivity via high-performance, secure and reliable solutions.



Altronix Corporation designs and manufactures high quality low voltage electronics for the video surveillance, security, fire, access control and automation markets.



AudioCodes designs, manufactures, and sells advanced Voice over IP and converged VoIP and data networking products, applications and professional services to global enterprises, medium and small businesses, as well as to service providers. Their extensive product range includes IP phones, session border controllers (SBCs), media gateways, mobile VoIP clients, multi-service business routers (MSBRs), routing applications, call recording, voice dialing, and more.



Cambium Networks enables service providers; enterprises; governmental and military agencies; oil, gas and utility companies; Internet service providers; and public safety organizations to build powerful communications networks, reach users from 200 kilometers across mountain tops down to their devices, and intelligently manage their business Wi-Fi infrastructure through end-to-end network visibility and actionable analytics.



ComNet is a manufacturer of audio, video, data and Ethernet communication products. ComNet focuses on providing innovative communications networking solutions to the Security Market, Intelligent Transportation System Markets and Power Transportation and Distribution Market. The product line consists of fiber optic video, data and audio transmission products as well as a broad Fiber Optic, Wireless and Copper media Ethernet product line and designed from the start to set the standard for transmission products in the markets ComNet competes in.



Dell empowers countries, communities, customers and people everywhere to use technology to realize their dreams. Customers trust them to deliver technology solutions that help them do and achieve more, whether they are at home, work, school or anywhere in their world.



Ribbon Communications is a market leader in enabling IP-based voice, video and data services. Service providers and enterprises of all sizes use Ribbon Communications solutions to simplify customer premise configurations for quick and smooth installations, reduce time to market and deliver rapid return on invested capital. The company helps customers deliver intelligence at the network edge with its Network Edge Orchestration platform that includes Intelligent Edge ESBCs and QuickConnect certification program, and the EdgeView Service Control Center.



Extreme Networks delivers software-driven networking solutions that help IT departments everywhere deliver the ultimate business outcome: stronger connections with customers, partners, and employees.



Engenius offers products designed for the SME market providing long-range wireless communications solutions in demanding business environments, including indoor/outdoor wireless LAN products, client bridge access points and routers.



KTI Networks is a manufacturer of a broad range of network products which include network interface cards, transceivers, media converters and switches.



Multi-link is a manufacturer dedicated to the development and marketing of high quality telecommunications devices, including remote power management and fax phone switch devices, for a wide variety of commercial and government applications.



MultiTech is a global manufacturer of award-winning external and embedded modems, and unified communications products that connect data over cellular and analog networks from anywhere in the world.



NETGEAR is a manufacturer of routers and gateways, Ethernet bridges, VoIP access points, managed and unmanaged gigabit switches, VPN firewall routers and PoE switching devices.



NVT Phylab is the leader in long reach PoE, making IP connections in far places simple. Their CHARIoT series of long reach switches helps their customers migrate to an IP-based network, transforming the existing or new infrastructure into an IP path with power.



Sangoma is a leader in enterprise, value-based communications, delivering industry-leading quality at price points that enhance customers' ROI. They offer businesses of all sizes affordable cloud-based and on-premise Unified Communications (UC) systems with enterprise caliber features.



Surecall manufactures and sells a line of high-quality cellular amplifiers and accessories for the cell phone market. Their current flagship products are the SureCall™ line of FCC-approved signal amplifiers, which boost the range and reception of almost any call.



Veloso is a Jenne, Inc. exclusive brand of High Performance Optics and Connectivity Solutions, offering competitive pricing and above average margin opportunities. Solutions consist of transceivers and high speed cabling for Network connectivity, Server connectivity, and Storage Arrays-Fiber channel for most OEM brands. Other products available consist of NIC Cards, Media Converters, and Multiplexers.



Zyxel is a supplier of broadband access and networking solutions for service providers, business and residential customers. Their enterprise-class product line includes security appliances, managed smart switches, wireless access points and VoIP solutions.



Accutech Security is a leading manufacturer of advanced electronic monitoring and security systems. Their specialized, security systems are actively installed in more than 5,000 healthcare facilities across the world. As a leading manufacturer of security systems for over 35 years, Accutech continues to provide innovative, reliable and cost-effective solutions for the safety of patients and residents worldwide.



The Advidia line of IP network video surveillance cameras provides a wide range of affordable IP camera models that are perfect for video surveillance projects of any size. Each Advidia camera comes bundled with a free copy of Video Insight Enterprise Video Management Software, a 4-year warranty, and free software updates for the life of the camera.



Algo is a trusted supplier and partner in telecommunications, with millions of IP endpoints, including PoE speakers, horns, paging adapters, strobes, push buttons, doorphone/intercoms, and specialty handsets, shipped globally.



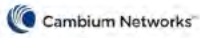
Altronix Corporation is a leading designer and manufacturer of low voltage electronic components. Altronix offers a comprehensive line of security, fire, CCTV, access, nurse call and automation products.



APC is a manufacturer of network-critical physical infrastructure (NCPI) solutions, designed for both home and corporate environments of all sizes.



AXTON is a manufacturer of professional infrared illuminators and white light. They are dedicated to simplifying illumination solutions for CCTV professionals, incorporating rapidly developing technologies and concepts into their products.



Cambium Networks enables service providers; enterprises; governmental and military agencies; oil, gas and utility companies; Internet service providers; and public safety organizations to build powerful communications networks, reach users from 200 kilometers across mountain tops down to their devices, and intelligently manage their business Wi-Fi infrastructure through end-to-end network visibility and actionable analytics.



Channel Vision is a leading manufacturer of RF video distribution products, structured wiring enclosures and modules, security cameras and high performance audio/video distribution systems.



Founded in 1962, Comm-core has evolved from an office products supply store to a leading innovator behind IP-based, hosted solutions. Leveraging their strengths in VoIP telecommunications, Comm-Core has taken the same knowledge and expertise and applied it to the security and surveillance markets.



Gai-Tronics is a provider of industrial handset, emergency hands-free telephone equipment and outdoor beacons.



Hanwha Techwin's line of security cameras deliver extraordinary capabilities in both image quality and day-to-day performance. They offer the industry's most comprehensive selection of analog and network cameras, including those marketed under the Wisenet name.



ImmerVision Enables is the open standard in delivering total 360° advanced immersive functionality in live and playback mode. Combined with cameras and software from leading manufacturer partners, panomorph lenses provide users with a complete view of their installations without blind spots, increasing situational awareness and improving response time.



ISONAS is the first access control company to design and manufacture a cutting-edge, IP-to-the-door solution that eliminates needless complexity. Their network-based PowerNet™ reader-controllers offer a patented technology that easily integrates with Windows-based software to deliver more simplicity, greater value, and total flexibility to go places you never thought possible.



Louroe Electronics' mission is to provide proprietary and patentable, market driven, high-quality audio capture and response technology. Their signature products include the Verifact® series of analog microphones and accessories, the Digifact™ line of IP microphones, and a suite of audio analytics that provide threat detection.



Moog Videolarm is recognized as the innovator of today's pressurized and bullet-resistant outdoor domes. They offer a wide assortment of cameras, illuminators, brackets and CCTV accessories.



NVT Phybridge is the leader in long reach PoE, making IP connections in far places simple. Their CHARIoT series of long reach switches helps their customers migrate to an IP-based network, transforming the existing or new infrastructure in to an IP path with power.



Panasonic, the company that created the first security camera in 1957 and invented over a dozen industry standards, provides industry-leading solutions to capture, record, manage, and analyze surveillance video. They offer the industry's highest picture quality, mission-critical reliability and the industry's lowest total cost of ownership.



Raytec Systems is a world leader in LED lighting, manufacturing a complete range of Infrared and White-Light LED illuminators for CCTV and Safety Critical applications. Raytec delivers outstanding performance together with low costs of ownership and maintenance.



Designed to meet the needs of any sized organization, the Razberi video surveillance platform is highly reliable, secure, and network-optimized for megapixel quality. Razberi's intelligent video solutions can be deployed in flexible combinations, with options for data center, edge, and rugged applications.



Status Solutions provides situational awareness solutions with expertise in vertical markets such as senior housing, healthcare, education and government.



Valcom provides the highest quality loudspeaker, paging and telecommunication system enhancement intercom products including page control interfaces, VoIP LAN/WAN connectivity, ceiling/wall speakers, paging horns, background music, Privacy Spot sound masking, power supplies and door entry systems.



Verint Video Intelligence Solutions is one of the industry's leading sources of networked video solutions for virtually every part of your video security operations.



Video Insight 7 is a powerful yet easy-to-use enterprise Video Management platform that allows organizations in education, law enforcement, healthcare, commercial, and transportation the ability to deploy a customized and robust security surveillance system.



ViewZ is a reputable OEM manufacturer of Professional-Grade LCD and LED monitors. Each ViewZ monitor is designed and built with superior components and durable materials which stand up to the harsh environment of non-stop, around the clock in security, digital signage and pro video production applications.



Zenitel Group is the world leading provider of intelligent communication solutions, focused on IP Intercom, Video Intercom, and Telephony Communications. Zenitel ensures seamless interoperability with IPBX and VoIP systems around the world.

Design Center

- The application to request designs for both Midmarket and Enterprise solutions, saves you a great deal of time initializing new or upgrade designs
- This application is utilized for both perpetual, subscription and all Avaya Professional Services requests, no need to use multiple platforms thus saving you time and frustration
- Every design is stored for historical reference, providing your company a record for trouble free retention if required
- You will receive real-time notification of completed requests and updates, reducing communication gridlocks between engineers.
- 24/7 availability to partners, initiate or maintain designs on your own schedule.

Jenne Solutions Designer (JSD)

Jenne Solutions Designer is a multi-vendor online configuration tool that enables business partners to quickly design a solution into a real-world configuration. It seamlessly identifies complementary solutions, including pricing and availability, all in an environment that can be shared privately with your colleagues, customers and experts at Jenne.

Jenne Cloud Design Center

After a reseller hosts a consultative appointment or conference call with their customer, they can easily access Jenne's Cloud Design Center web portal and complete the answers to questions that will allow Jenne's cloud specialists to create a customized proposal for the best cloud solution for their customer's business and situation.

Web-Based Resources Available 24/7 at Jenne.com

Jenne's website is the place to access product information and transact business for over 180 manufacturers which we represent. We offer:

- A searchable online product catalog with secure online ordering capability 24/7. You can check pricing and stock status; build order templates for repeat orders; create online tracking information; access your account information; review past orders and more.
- Manufacturers' microsites that contain current promotions, special announcements, documentation, end of sale notices, reward updates, fact sheets, product documentation, presentations, newsletters and more.
- Plus, we also offer timely email announcements on product revisions, new product introductions, price changes and other important information.

Financing

Jenne offers assistance and processing of a wide variety of financing options to assist you in successfully managing your business. Our team is dedicated to helping you find the right financing options for your business as well as assisting you in the entire process from start to finish. We work to ensure that our customers achieve the financial success they are striving for.

Financial services available:

- Proactive searches by relationship managers to find financing solutions beyond normal credit terms.
- Leasing programs to help improve cash flow while freeing up credit lines to increase sales and profitability.
- Floor plan/working capital programs with flexible payment terms to help ease cash flow demands.

Operational Support and Excellence

Jenne provides unparalleled operational support — we are experts in distribution! Your business benefits from:

- An industry-leading order accuracy rate — 99.98 percent — supported by a 99.89 percent on-time shipment rate, means that you receive the right product when and where you need it.
- Expedited 'out of the box' failure replacement support.
- Single point of shipment ensuring a cohesive order fill, immediate order turnaround and industry leading 'ship complete' performance.
- Custom branded delivery documents that enhance your identity. Cut days and cost out of your deliveries by utilizing Jenne's logistic capability to drop ship your customer's order directly to them. We will include shipping documents with your branding and your customer's purchase order number to ensure ease of receipt.



J E N N E[®]

Excellence in Distribution
Experts in Technology

For More Information, Contact Your Jenne Sales Representative Today
1-800-422-6191 • sales@jenne.com • www.jenne.com

Tab 8 – Value Added Products and Services

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

As a value added distributor, Jenne, Inc. offers unparalleled support and marketing services designed to build business for our manufacturer partners:

- Email campaigns
- Direct mail campaigns
- Webinars
- PURL campaigns
- Web banners and content on www.jenne.com
- Media relations and press release support
- Social media (LinkedIn, Twitter, Facebook)
- Microsite development
- Marketing research and surveys
- Floor days
- Promotions

Jenne Products and Solutions Catalog:

- Annual E catalog and Viewbook
- Corporate brochures and sell sheets
- PowerPoint presentations
- Tradeshow elements
- Signage
- Trade advertising

Jenne University is the place where training and support converge. While other distributors outsource their training instructors and facilities, Jenne maintains its own brick and mortar training center where customers can gain technical or sales expertise on solutions.

- State of the art training facility
- On site Certification Staff
- Comprehensive Avaya Authorized training and certification classes
- Sales workshops and “hands on ” technical training courses
- Classroom, web based, audio and on site customer training
- Approved College Accreditation

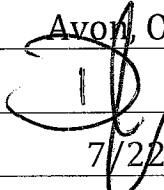
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ 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	Jenne, Inc.
Print Name	Dean Jenne
Address	33665 Chester Rd.
City, State, Zip	Avon, OH 44011
Authorized signature	
Date	7/22/2021

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 statutes 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.

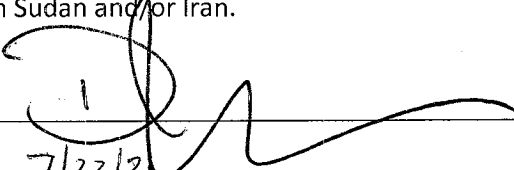
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

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

Date

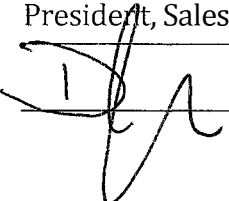


7/22/21

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	Jenne, Inc.
Address	33665 Chester Rd.
City/State/Zip	Avon, OH 44011
Telephone No.	440-835-0040
Fax No.	440-835-2788
Email address	djenne@jenne.com
Printed name	Dean Jenne
Position with company	President, Sales and Marketing
Authorized signature	

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may 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.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, 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 be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

State Notice Addendum

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

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

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

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