

**Promark Proposal to**

**NCPA**

National Cooperative Purchasing Alliance

for

**Advanced Technology Solutions**

**Aggregator**

RFP#18-19

**July 23, 2019**

This document is a response to a Request for Proposal only.  
The information herein is and contains confidential information and, as such,  
may not be disclosed to any third party without the express written consent of  
Promark. Recipient agrees to disclose the information only to its respective  
personnel with a need to know.

July 19, 2019

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

**RE: SOLICITATION NUMBER 18-19 – REQUEST FOR PROPOSAL (RFP) FOR ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR**

To whom it may concern:

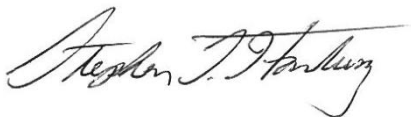
Promark Technology, Inc., a wholly owned Ingram Micro company, is pleased to submit the attached response to Region 14 Education Service Centers Solicitation Number 18-19 – Request for Proposal (RFP) for Advanced Technology Solutions Aggregator. Promark, along with our parent company, Ingram Micro, manufacturers and reseller partners, are uniquely positioned to support this contract for Region 14 Education Service Center (Region 14) and National Cooperative Purchasing Alliance (NCPA) customers throughout the United States.

As you will find outlined throughout our proposal, the Promark Team has the experience, size, and financial resources to support the expected sales level of the contract; the geographic coverage to support the customers; the ability to bring manufacturers to the contract to support the technology solutions requested, and the experience to manage the contract and its reporting requirements.

Promark envisions developing the NCPA Contract as a centerpiece contract for the Promark and Ingram SLED Contract Program initiative. We would work with Region 14 and NCPA to promote the contract's use to our Public Sector Resellers and bring our vast depth and breadth of manufacturers as participants on an awarded contract.

We look forward to the opportunity to discuss our proposal with you in more detail. Please feel free to contact me directly with any questions or clarification you may have with our response. I can be reached at 800.634.0255 or via email at toddh@promarktech.com.

Sincerely,



Stephen T. Hartung  
Director

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## 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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- 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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **Tax Exempt Status**

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

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.

*Acknowledged and affirmed.*

- 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.

*Acknowledged and affirmed.*

- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

*Acknowledged and affirmed.*

- **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

*Details of manufacturers' warranties and other answers to the above are included with the proposed equipment descriptions. Return policies are determined by the product manufacturers.*

- **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.

*Acknowledged and affirmed.*

- **Franchise Tax**

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

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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 the 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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- 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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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.

*Acknowledged and affirmed.*

- **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).

*Acknowledged and affirmed.*

- 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.

*Acknowledged and affirmed.*



## Process

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

- **Contract Administration**
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- **Contract Term**
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- **Contract Waiver**
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- **Products and Services Additions**
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- **Competitive Range**
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- **Deviations and Exceptions**
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- **Estimated Quantities**
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.
- **Evaluation**
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- **Clarifications / Discussions**
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- **Multiple Awards**
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- **Past Performance**
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Promark acknowledges the NCPA proposal evaluation process and proposal and contract terms.

## Evaluation Criteria

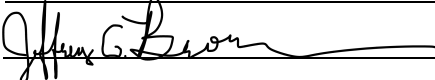
- **Pricing (40 points)**
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- **Ability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

Promark acknowledges the NCPA proposal evaluation criteria as outlined above.

### 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** Promark Technology, Inc.  
**Address** 10900 Pump House Road, Suite B  
**City/State/Zip** Annapolis Junction, MD 20701  
**Telephone No.** (800) 634-0255  
**Fax No.** (301) 725-7869  
**Email Address** jeffb@promarktech.com  
**Printed Name** Jeffrey G. Brown  
**Position with Company** President & General Manager  
**Authorized signature** 

## Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Promark Technology, Inc. (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 01-96, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Advanced Technology Solutions Aggregator;

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

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

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

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

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

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

- **General Terms and Conditions**

- The Master Agreement attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
  - The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- **Term of Agreement**
    - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
  - **Fees and Reporting**
    - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

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

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

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.
- **General Provisions**
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor</b>	<u>Promark Technology, Inc.</u>
<b>Name:</b>	<b>Name:</b>	<u>Jeffrey G. Brown</u>
<b>Title:</b>	<b>Title:</b>	<u>President &amp; General Manager</u>
<b>Address</b>	<b>Address</b>	<u>10900 Pump House Road</u>
		<u>Annapolis Junction</u>
<b>Signature</b>	<b>Signature</b>	<u></u>
<b>Date:</b>	<b>Date:</b>	<u>July 19, 2019</u>
		<u>August 1, 2019</u>



### 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.

<b>v</b>	<b>50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)				
	Alabama		Maryland		South Carolina
	Alaska		Massachusetts		South Dakota
	Arizona		Michigan		Tennessee
	Arkansas		Minnesota		Texas
	California		Mississippi		Utah
	Colorado		Missouri		Vermont
	Connecticut		Montana		Virginia
	Delaware		Nebraska		Washington
	District of Columbia		Nevada		West Virginia
	Florida		New Hampshire		Wisconsin
	Georgia		New Jersey		Wyoming
	Hawaii		New Mexico		
	Idaho		New York		
	Illinois		North Carolina		
	Indiana		North Dakota		
	Iowa		Ohio		
	Kansas		Oklahoma		
	Kentucky		Oregon		
	Louisiana		Pennsylvania		
	Maine		Rhode Island		

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

American Samoa

Federated States of Micronesia

Guam

Midway Islands

Northern Marina Islands

Puerto Rico

U.S. Virgin 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

No

- **Historically Underutilized Business**

Respondent Certifies that this firm is a HUB

No

• **Residency**

- Responding Company's principal place of business is in the city of Annapolis Junction, State of Maryland.

• **Felony Conviction Notice**

- Please Check Applicable Box:

A publicly 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**

Contact Person: Sally Grimm  
 Title: Manager Office Services  
 Company: Promark Technology, Inc.  
 Address: 10900 Pump House Road  
 City: Annapolis Junction State: Maryland Zip: 20701  
 Phone: 800.634.0255 ext. 31054 Email: sallyg@promarktech.com

- **Accounts Payable**

Contact Person: Mark Mattheu  
 Title: Credit/Accounts Receivable  
 Company: Promark Technology, Inc.  
 Address: 10900 Pump House Road  
 City: Annapolis Junction State: Maryland Zip: 20701  
 Phone: 240-280-8070 Email: markm@promarktech.com

- **Purchase Orders**

Contact Person: Britteny Collins  
 Title: Contracts Administration, Support Rep II  
 Company: Promark Technology, Inc.  
 Address: 10900 Pump House Road  
 City: Annapolis Junction State: Maryland Zip: 20701  
 Phone: 240-280-8072 Email: brittenyc@promarktech.com

- **Sales and Marketing**

Contact Person: Britteny Collins  
 Title: Contracts Administration, Support Rep II  
 Company: Promark Technology, Inc.  
 Address: 10900 Pump House Road  
 City: Annapolis Junction State: Maryland Zip: 20701  
 Phone: 240-280-8072 Email: brittenyc@promarktech.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

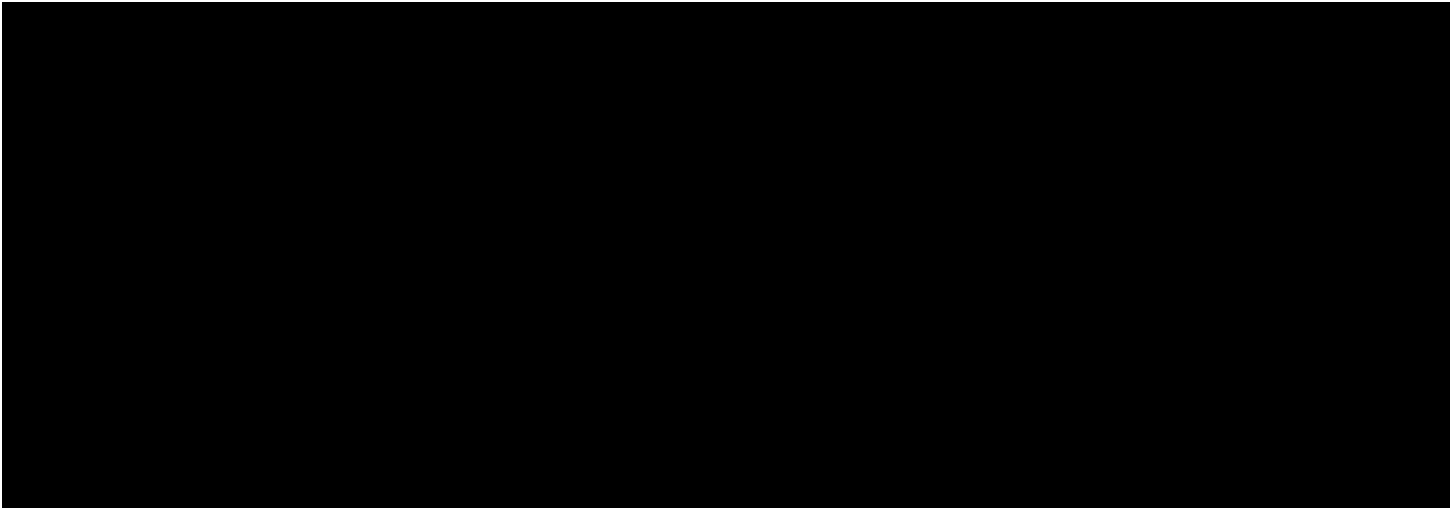
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes       No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes       No

Promark will not provide guaranteed quantity discounts; however, Promark will work with its manufacturers to offer additional discounts on volume, based on the volume, production, and opportunity.



## Tab 4 - Vendor Profile

Please provide the following information about your company:

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

Promark Technology, Inc.

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

Promark Technology, Inc., a wholly owned Ingram Micro company, is a value-added distributor of Information Technology products and solutions. Promark is a registered C Corporation formed in the State of Maryland and was formed in 1971. Promark has been engaged as a distributor for the IT Industry for over 37 years. Promark works with its channel partners consisting of IT Manufacturers, Value Added Reseller and System Integrators to offer IT Hardware, Software and solutions to Commercial, Federal, and State and Local accounts throughout the United States. Promark was acquired by Ingram Micro in November of 2012. Promark continues to act as a distributor of IT products but also serves as the Public Sector Contract support arm of Ingram Micro.

**Promark will bring the resources of both Promark and its parent, Ingram Micro, to support the NCPA Contract initiative. Below is a brief history of Ingram Micro.**

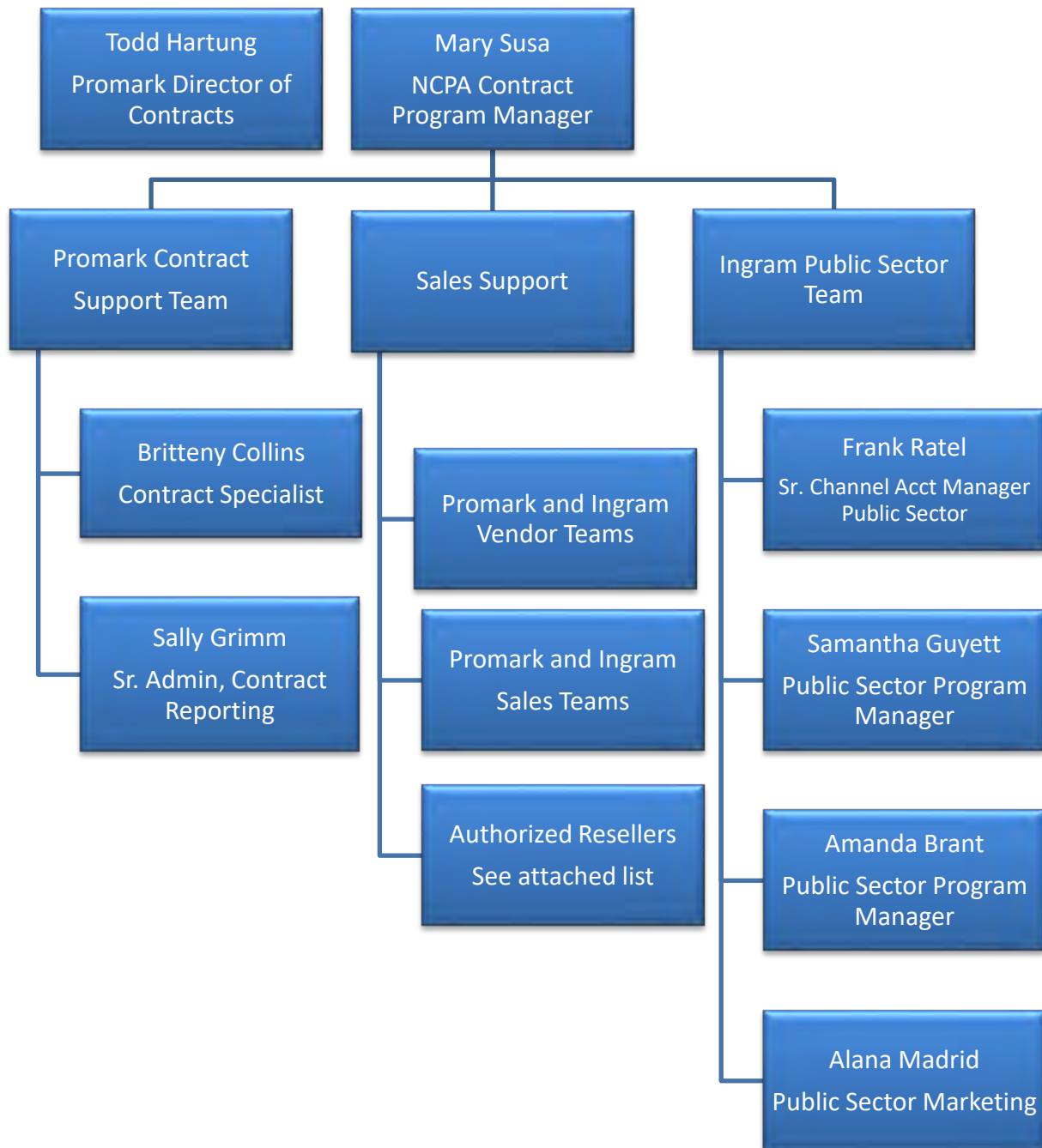
Ingram Micro began business in 1979, operating as Micro D Inc., a California corporation. Through a series of acquisitions, mergers and organic growth, we have expanded and strengthened our global footprint and product breadth, and greatly increased our service capabilities. In recent years, we have made major strides in expanding our presence in areas of strategic focus. Our focus is on profitably growing and optimizing our core technology solutions business while leveraging our global infrastructure and world-class partnerships to further broaden the reach of acquired operations, including expanding and enhancing our established services business and continuing to make strategic investments in high-margin services and solutions.

As shown in the table below, Ingram has operations in 52 countries, spanning all global regions, as shown in the table below. We also operate support centers in Bulgaria, Costa Rica, Egypt, India, Philippines and Puerto Rico.

Additionally, we serve many other markets where we do not have an in-country presence through our various export sales offices, including our general tele-sales operations in numerous markets. We sell our products and services to a global customer base of approximately 200,000 customers in more than 160 countries. Based on currently available data, we believe that we are the market share leader in technology distribution, by net sales, in North America and Latin America, and number two in Europe and Asia-Pacific.

<b>North America</b>	<b>Europe</b>	Netherlands	<b>Asia Pacific (including Middle East and Africa)</b>	Saudi Arabia
Canada	Albania	Norway	Australia	Singapore
United States	Austria	Poland	People's Republic of China (including Hong Kong)	South Africa
<b>Latin America</b>	Belgium	Portugal	Egypt	Thailand
Argentina	Croatia	Romania	India	Turkey
Brazil	Czech Republic	Serbia	Indonesia	United Arab Emirates
Chile	Denmark	Slovenia	Israel	
Colombia	France	Slovakia	Lebanon	
Ecuador	Finland	Spain	Malaysia	
Mexico	Germany	Sweden	Morocco	
Peru	Hungary	Switzerland	New Zealand	
Uruguay	Ireland	United Kingdom	Pakistan	
	Italy			
	Macedonia			

- **Company's Dun & Bradstreet (D&B) number.**  
07-4839986 (Promark)
- **Company's organizational chart of those individuals that would be involved in the contract.**  
Please refer to the chart on the following page.
- **Corporate office location.**  
10900 Pump House Road, Suite B  
Annapolis Junction, MD 20701



➤ **List the number of sales and services offices for states being bid in solicitation.**

In addition to the Promark sales and vendor business resources, Promark is supported by Ingram Micro Public Sector specialists. Finally, our authorized Value-Added Resellers and systems integrators will provide sales and technical resources to directly to the agencies purchasing under the NCPA contract. The Promark and Ingram Micro resources are included in the following three pages.

**Sales and Services Support Through Authorized Reseller Partners-** A listing of Promark and Ingram authorized resellers is included in Appendix 3. Included, are 46 resellers representing states in all areas of the country. Each reseller location would equate to a sales location that could provide sales and services to the NCPA Contract customer base. Additionally, several of these resellers, such as ConvergeOne and Connection, support sales throughout the country with multiple locations. Additional resellers can be added as individual NCPA members may desire during the course of the contract.

**Promark and Ingram Micro Support for Authorized Resellers** – Promark and Ingram Micro provide technical support, sales, ordering, financial services, warehousing, and transportation support to our authorized reseller partners. Promark and Ingram Micro offer a variety of services to our authorized reseller partners. In our distribution services model, we buy, hold title to, and sell technology and mobility products and services to resellers who, in turn, typically sell directly to end-users or other resellers. Our distribution services enable our suppliers to reach a large, diverse, and highly fragmented base of resellers, while providing resellers with multi-vendor solutions, integration services, electronic commerce tools, marketing, financing, training and enablement, technical support, and inventory management. Our resellers are able to cost-effectively grow their businesses and better serve their customers by leveraging our wide array of technical and professional services, vertical market expertise, business intelligence and analytics services, and other elements that they can employ while avoiding the requisite investment.

**Warehouse Operations** - As shown below, Ingram Micro has five U.S. Advanced Logistics Center (ALC) locations. These full-service facilities provide for more localized, faster delivery options.

Location	Square Feet
Carol Stream, IL	545,000
Carrollton, TX	235,000
Jonestown / Harrisburg, PA	856,000
Millington, TN	600,400
Eastvale (Mira Loma), CA (with satellite buildings)	1,762,000
<b>U.S. Total</b>	<b>~4,000,000</b>



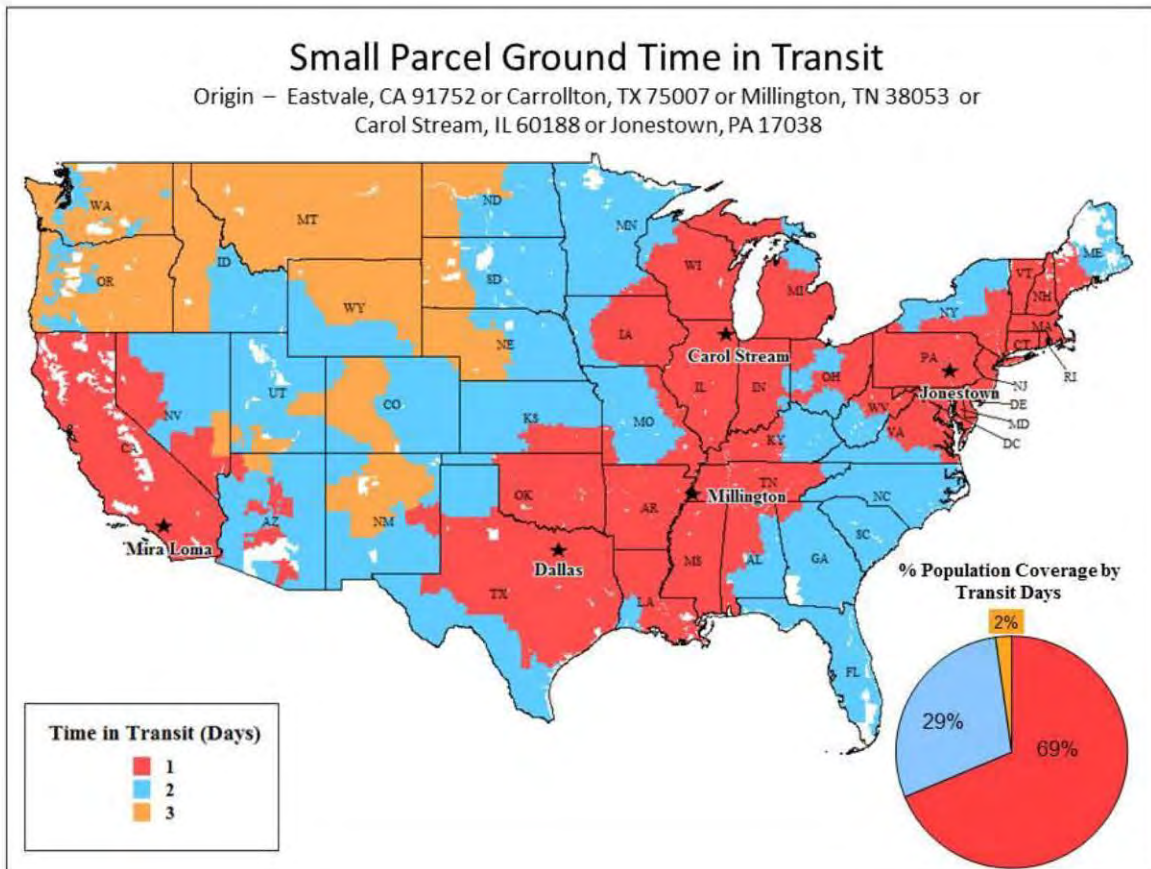


**Transportation** - Transportation management is a core competency for Ingram Micro. As a \$50 billion-dollar company, Ingram Micro offers world-class alliances, exceptional economies of scale, and a solid focus on reducing costs in the supply chain. Ingram Micro's shared network of distribution centers provides a full set of on-time, error-free, scalable backroom services from order induction through delivery of finished goods. We believe transportation management is a natural and effective extension to fulfillment.

Ingram Micro holds our carrier partners to high standards of performance and in line with our ISO 9001:2015 certification. Key Performance Indicators (KPIs) such as on-time service, claims, invoice accuracy and customer experience are reviewed proactively with our largest carrier partners as part of our continuous improvement processes.

Due to the strength of our transportation partnerships and the large volume of business conducted, Ingram Micro has negotiated advantageous rates and services from the tier one carriers in all modes of transportation. Advantageous terms and conditions, which lower the overall cost of transportation and increase service levels, are a direct result of Ingram Micro's strategic partnership with its carrier providers.

As shown in the map below, utilizing Ingram Micro's US network allows 98% of the US population to receive their products after only two (2) days in transit via ground transportation. If specified in the reseller's order, Ingram Micro can drop ship directly to an NCPA member.



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

Title	Name	Phone	Email
<b>Promark Program Support Team</b>			
Program Manager	Mary Susa	240-280-8037	<a href="mailto:marys@promarktech.com">marys@promarktech.com</a>
Contract Specialist	Britteny Collins	240-280-8072	<a href="mailto:brittenyc@promarktech.com">brittenyc@promarktech.com</a>
Sr. Admin Contract Reporting	Sally Grimm	240-280-8054	<a href="mailto:sallyg@promarktech.com">sallyg@promarktech.com</a>
<b>Ingram Public Sector Team</b>			
Sr. Channel Acct Manager Public Sector	Frank Ratel	410-961-1386	<a href="mailto:Frank.Ratel@Ingrammicro.com">Frank.Ratel@Ingrammicro.com</a>
Public Sector Program Manager	Samantha Guyett	716-289-4342	<a href="mailto:Samantha.Guyett@ingrammicro.com">Samantha.Guyett@ingrammicro.com</a>
Public Sector Program Manager	Amanda Brant	716-633-3600 Ext 66207	<a href="mailto:Amanda.Brant@ingrammicro.com">Amanda.Brant@ingrammicro.com</a>
Public Sector Marketing	Alana Madrid	716-633-3600 Ext 67850	<a href="mailto:Alana.Madrid@ingrammicro.com">Alana.Madrid@ingrammicro.com</a>
<b>Promark Management Team</b>			
President/General Manager	Jeffrey Brown	800.634.0255	<a href="mailto:jeffb@promarktech.com">jeffb@promarktech.com</a>
Director, Contracts	Todd Hartung	800.634.0255	<a href="mailto:toddh@promarktech.com">toddh@promarktech.com</a>

In addition to an extensive network of VARs, system integrators, and other reseller partners Promark has sales, vendor management, and business development resources coverage for the U.S. as illustrated on the following two pages. Ingram Micro's Public Sector Team is shown following Promark's resources.



**Vendor Business & Management**

**President/GM**  
Jeff Brown

**Sr. Vendor Business Manager**  
Rachele Fattaruso

**Strategic Alliance Manager**  
Aviram Cohen

**Sr. Business Development**  
Debbi Shaw

**National Inside Sales Manager**  
Bob Plant

**Vendor Business Manager**  
Wanda Lacey

**GSA & Professional Services**

**Dir. of Government Business & Professional Services**  
Todd Hartung

**Sr. Program Manager - GSA**  
Mary Susa

**Support Rep**  
Brittney Collins

**Nutanix**

**Market Development Exec.**  
Barrett Erbe

**Nutanix Velocity Lead**  
Wanda Lacey

**Program Manager**  
Owen Alexander

**VMware- Federal**

**Vendor Business Manager**  
Troy Richards

**Business Development Exec.**  
Tom Kane

**Licensing Rep**  
Kevin Grenda

**Sr. Marketing Manager**  
Jessica Matthews

**West**

**Regional Sales Exec.**  
Andrew Grimm  
andrewg@promarktech.com  
240.374.3450

**Inside Sales**  
west@promarktech.com  
Heather Woodard  
Kristi Weir

**CDW Sales Team**  
CDW@promarktech.com

**Sr. National Sales Exec.**  
Brian Gomez  
briang@Promarktech.com  
312.505.2025

**Connection Sales Team**  
Connection@promarktech.com

**Sr. Regional Sales Exec.**  
Jeff Houle  
jeffh@Promarktech.com  
508.465.0295

**SHI Sales Team**  
SHI@promarktech.com

**Sr. National Sales Exec.**  
Pete Vartabedian  
petev@promarktech.com  
703.362.6834

**WWT Sales Team**  
wwt@promarktech.com

**Regional Sales Exec.**  
Jon Bowman  
jonb@promarktech.com  
813.728.9218

**Zones Sales Team**  
Zones@promarktech.com

**Regional Sales Exec.**  
Bill Swenson  
bills@promarktech.com  
503.476.5455

**Southwest**

**Sr. Regional Sales Exec.**  
Tom Hempler  
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Kristi Weir

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Steve Grab

**East**

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703.362.6834

**Inside Sales**  
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Dale McDaniel  
Kenny Belmont  
Holly Pecyna

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**Sr. Regional Sales Exec.**  
Zach Murez  
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214.498.6750

**Inside Sales**  
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Stephanie Huffman  
Amy Bridges

**Great Lakes**

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Brian Gomez  
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312.505.2025

**Regional Sales Exec.**  
Thad Ashley  
thada@promarktech.com  
414.828.6260

**Inside Sales**  
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Jeff Palmer

**Mid - Atlantic**

**Regional Sales Exec.**  
Jeff Anderson  
jeffa@promarktech.com  
443.828.6260

**Inside Sales**  
midatlantic@promarktech.com  
Dan Velich  
Jake Trantin

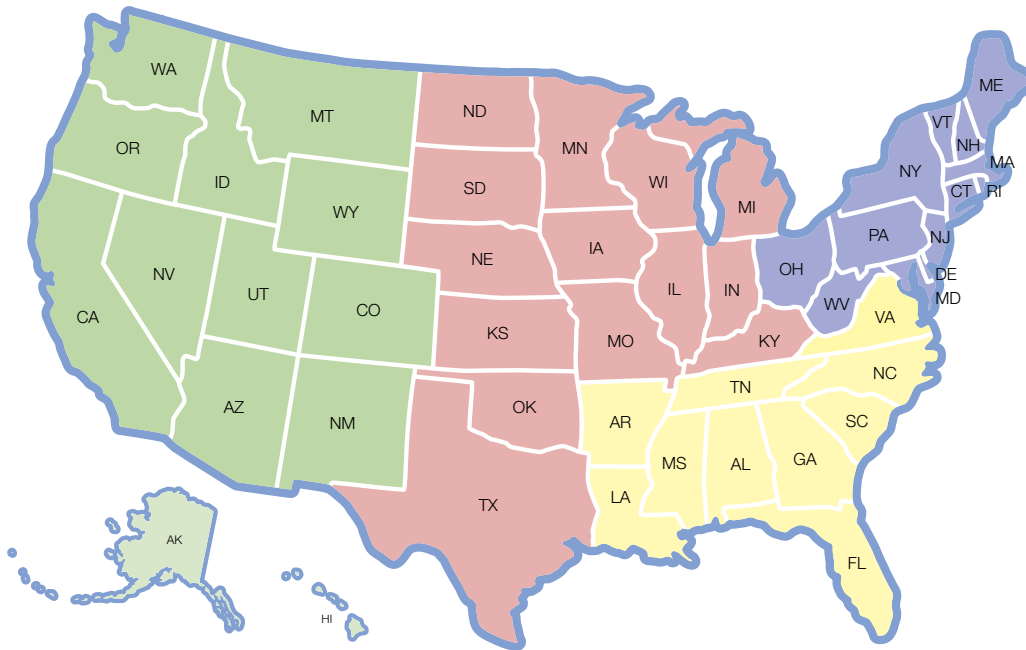
**Northeast**

**Sr. Regional Sales Exec.**  
Jeff Houle  
jeffh@Promarktechc.com  
508.465.0295

**Inside Sales**  
northeast@promarktech.com  
Scott King  
Jake Trantin

First Name	Last Name	Phone	Email	Title
Owen	Alexander	443.285.3055	Owena@Promarktech.com	Nutanix Program Manager
Jeff	Anderson	443.223.7088	Jeffa@Promarktech.com	Regional Sales Exec. - Mid-Atlantic
Thad	Ashley	414.828.6260	Thada@Promarktech.com	Sales Exec.
Kenny	Belmont	240.280.8043	Kennyb@Promarktech.com	Inside Account Manager - East/SHI
Ashley	Borowiak	301.957.9017	Ashleyb@Promarktech.com	Inside Account Manager - Central
Jon	Bowman	813.728.9218	Jonb@Promarktech.com	Regional Sales Exec. - Central
Amy	Bridges	281.797.8732	Amyb@Promarktech.com	Inside Account Manager - Central/TOLA
Jeff	Brown	716.573.7503	Jeffb@Promarktech.com	President/GM
Grant	Coberth	410.591.1017	Grantc@Promarktech.com	Sr. Inside Account Manager - Great Lakes/CDW
Aviram	Cohen	339.222.0121	Aviramc@Promarktech.com	Strategic Alliance Manager
Brittney	Collins	410.236.8878	Brittenc@Promarktech.com	Support Rep - GSA
Ron	Crise	619-743-5997	Ronc@Promarktech.com	Regional Account Manager - Southwest
Barrett	Erbe	716.472.5584	Barrett@Promarktech.com	Market Development Exec. - Nutanix
Rachele	Fattaruso	315.391.8257	Rachelef@Promarktech.com	Sr. Vendor Business Manager
Brian	Gomez	312.505.2025	Briang@Promarktech.com	Sr. National Sales Exec. - Great Lakes/CDW
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Kevin	Grenda	800.456.8000 Ext.77648	Kevin.grenda@Ingrammicro.com	Licensing Rep - Veeam
Andrew	Grimm	240.374.3450	Andrewg@Promarktech.com	Regional Sales Exec. - West
Suzanne	Harrington	240.280.8067	Suzanneh@Promarktech.com	Sr. Inside Account Manager - East/SHI
Todd	Hartung	301.980.8127	Toddh@Promarktech.com	Dir. Government Business & Professional Services
Tom	Hempler	702.203.2791	Tomh@Promarktech.com	Sr. Regional Sales Exec. - Southwest
Jeff	Houle	508.465.0295	Jeffh@Promarktech.com	Sr. Regional Sales Exec. - Northeast/Connection
Stephanie	Huffman	240.280.8041	Stephanieh@Promarktech.com	Inside Account Manager - TOLA
Tom	Kane	410.271.2021	Tomk@Promarktech.com	Business Development Exec. - VMware
Scott	King	443.996.1415	Scottk@Promarktech.com	Sr. Inside Account Manager - Northeast/Connection
Wanda	Lacey	240.280.8036	Wandal@Promarktech.com	Vendor Business Manager
Danny	Marmol	908.967.7404	Dannym@Promarktech.com	Solutions Architect - SHI
Jessica	Matthews	301.957.9014	Jessicam@Promarktech.com	Sr. Marketing Manager- VMware Federal
Dale	McDaniel	240.280.8059	Dalem@Promarktech.com	Inside Account Manager - East/SHI
Zach	Murez	214.498.6750	Zachm@Promarktech.com	Sr. Regional Sales Exec. - TOLA
Jeff	Palmer	443.604.0052	Jeffp@Promarktech.com	Inside Account Manager - Great Lakes/CDW
Ryan	Parks	240.280.8045	Ryanp@Promarktech.com	Inside Account Manager - Southeast
Chewy	Patel	978.430.5860	Chirayup@Promarktech.com	Sr. Regional Sales Exec. - Southeast
Holly	Pecyna	240.280.8066	Hollyp@Promarktech.com	Inside Account Manager - East/SHI
Bob	Plant	410.724.8896	Bobp@Promarktech.com	National Inside Sales Manager
Troy	Richards	301.706.4925	Troyr@Promarktech.com	Vendor Business Manager- VMware
Debbi	Shaw	240.280.8073	Debbis@Promarktech.com	Sr. Business Development
Mary	Susa	443.742.8326	Marys@Promarktech.com	Sr. Program Manager - GSA
Bill	Swenson	503.476.5455	Bills@Promarktech.com	Regional Sales Exec. - Zones
Mike	Thomasulo	240.280.8053 Ext. 31053	Michaelt@Promarktech.com	Inside Account Manager - East/SHI
Jake	Trantin	443.223.0392	Jaket@Promarktech.com	Inside Account Manager - Northeast/Mid-Atlantic
Pete	Vartabedian	703.362.6834	Peterv@Promarktech.com	Sr. National Sales Exec. - East/SHI
Dan	Velich	410.724.8887	Danielv@Promarktech.com	Inside Account Manager - Mid-Atlantic
Kristi	Weir	240.280.8058	Kristiw@Promarktech.com	Inside Account Manager - West/Southwest
Heather	Woodard	240.280.8046	Heatherw@Promarktech.com	Inside Account Manager - West

# IngramMicroPublicSector



## Field sales contacts



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(716) 771-9564



**Ryan Brogan**

Sales Executive, Middle States  
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(716) 949-4991



**Ed Potoczniak**

Sr. Sales Executive, Continental Region  
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**Rich Hendricks**

Sales Executive, Southern States  
[richard.hendricks@ingrammicro.com](mailto:richard.hendricks@ingrammicro.com)  
(716) 903-7505



**Tony Clough**

Sales Executive, Atlantic States (+ Loudoun County, VA)  
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(716) 491-8316

## Nationwide coverage contacts



**Marty Battaglia**

Director of Public Sector  
[marty.battaglia@ingrammicro.com](mailto:marty.battaglia@ingrammicro.com)  
(716) 633-3600, ext. 67105



**Sam Guyett**

SLED Program Manager  
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(716) 633-3600, ext. 67123



**Frank Ratel**

Federal Practice Leader  
[frank.ratel@ingrammicro.com](mailto:frank.ratel@ingrammicro.com)  
(410) 961-1386



**Amanda Brant**

Federal Program Manager  
[amanda.brant@ingrammicro.com](mailto:amanda.brant@ingrammicro.com)  
(716) 633-3600, ext. 66207

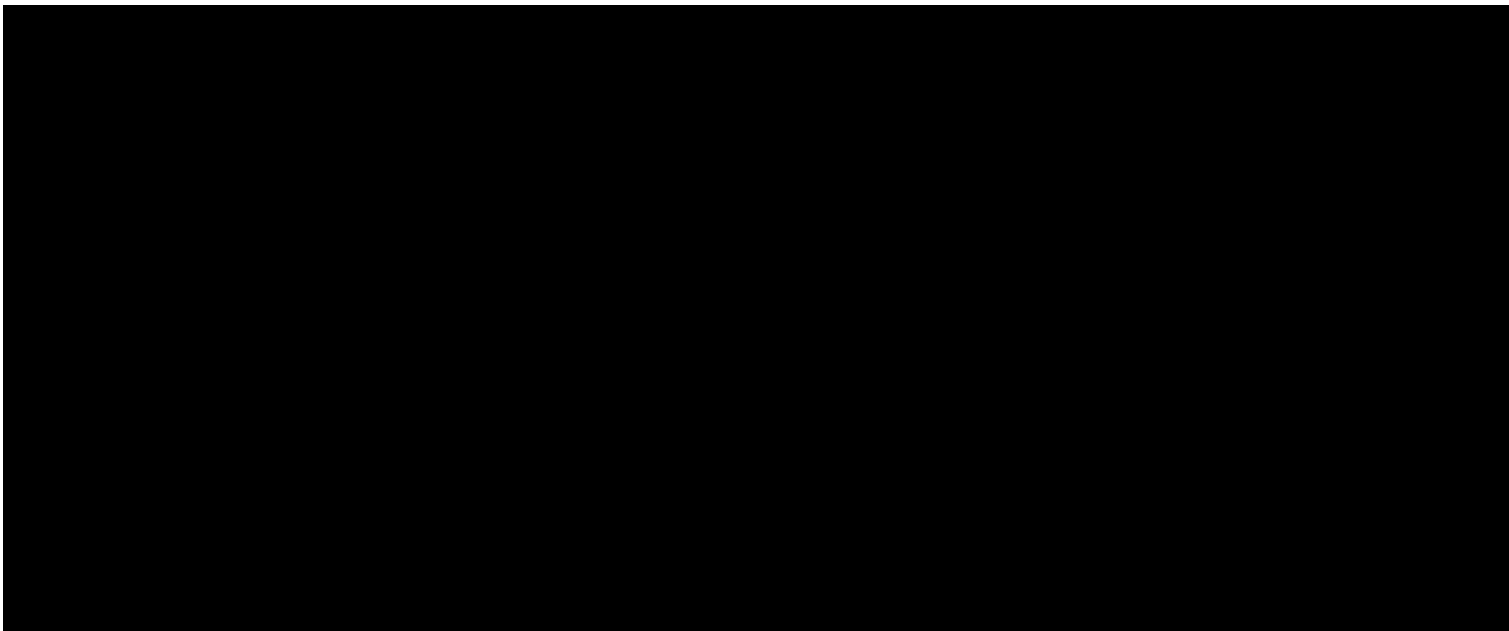


- **Define your standard terms of payment.**

Promark's standard payment terms are net 30. We also offer several alternative financing options to our partners including the following: Multiple Channel Friendly Leasing options, Flooring, Escrow options.

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

Within our Technology Solutions business, Promark / Ingram Micro compete against broad-based IT distributors such as Tech Data and SYNEX Corporation. There are a number of specialized competitors that focus on one market or product or a particular sector in which we also compete. Examples of such competitor types include Carahsoft in software; Arrow in components and enterprise products; D&H Distributing, ADI, and Petra in consumer electronics; ScanSource and BlueStar in AIDC/POS products and Anixter in physical security products.



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

As an Ingram Micro company, Promark reflects the strengths of our parent company. Ingram Micro's key strengths position it to deliver on its strategy to profitably grow and optimize its core technology solutions business while expanding and investing in higher margin advanced and specialty solutions and high value services. Ingram believes that the current technology industry generally favors large, financially-sound distributors that have broad product portfolios, economies of scale, strong business partner relationships and wide geographic reach. Ingram offers a broad range of products and services, providing a true "one-stop-shop" for its customers. Its breadth of product and solution offerings and wide range of business partners

reduce the risks from volatility and demand fluctuations in a single market, vendor or product segment.

Our key strengths include:

- **Strong Working Capital Management and a Solid Financial Position.** Ingram Micro has consistently demonstrated strong working capital management. Maintaining a close relationship with resellers enables Ingram to monitor demand to optimize its investment in inventory, while preserving customer fill rates and service levels.
  - **Commitment to Diversification.** Ingram Micro believes that its ability to execute on new initiatives, adapt to new business models and enter new geographic markets provides a competitive advantage by enabling it to capture opportunities and overcome the risks, volatility and demand fluctuations in a single market, vendor or product segment.
  - **Expanded Product Markets** — In recent years, Ingram has made a number of investments focused on augmenting its IT product distribution business through the global expansion of specialty product offerings and solutions, such as AIDC/POS, CE, data center, mobility, Cloud, and enterprise computing.
  - **Differentiated Service Offerings** — Ingram Micro believes that its service offerings provide a means to diversify our revenue stream while distinguishing us from our competitors. Ingram’s logistics services enable it to earn fees from technology and mobility suppliers that choose to bypass distribution and sell directly to resellers and/or end-users. Ingram is focused on building our presence in those product categories and solutions that will benefit from key growth trends, such as the continuing technology shift to mobile devices and the need for enterprise computing solutions to handle the growing data center market.
- **Describe how your company will market this contract if awarded.**

Promark has a vast amount of Public Sector experience working within the IT industry and holding several different Federal and SLED contract vehicles. As a distributor of IT products and services, Promark does not sell directly to end users or the government; therefore, we leverage our reseller and system integrator community to sell our manufacturers’ products. As such, we look for contract vehicles, similar to the NCPA contract, which allow us to authorize our resellers to sell through the contract.

Promark will take a three-pronged marketing approach to effectively market this contract with the assistance from the Ingram Micro Public Sector Team:

1. Promark’s Contract’s Program
2. Internet Marketing, Collateral, and Training
3. Demand and Lead Generation



### **Contracts Program**

Promark will leverage the NCPA Contract as the base vehicle to support our SLED Contract Program. The SLED Contract Program will be designed to help empower our resellers, allowing partners to market and sell opportunities using the NCPA Contract. The program will be designed to provide everything an Authorized NCPA Contract Partner will need to be successful when leveraging the contract including: training, marketing collateral, targeted customers, targeted events, and much more. We have already identified some of our most responsive and experienced SLED resellers located across the US. These partners who we chose will work with the NCPA Team to become authorized on the contract and will be the initial wave of resellers to leverage the contract. Throughout the course of the contract, Promark will continue to promote the program and identify additional resellers to support the contract across the US.

Promark will leverage the resources of both Promark and Ingram Micro's Marketing Teams to support the remaining two prongs.

### **Internet Marketing, Collateral & Training**

- We will create an internet presence for the NCPA Contract and Promark SLED Contract Program, by updating our website with easily identifiable and current contract information on main page.
- We will create Contract and Program collateral to support the promotion of the Contract both internally and externally.
- We will promote this contract on our social media outlets such as LinkedIn and Facebook.
- We will create a landing page for our internal team that will have all up-to-date contract information that will be easily accessible. This page will hold all events and material that may be needed for future opportunities.
- We will create a clickable image that will lead customers to our dedicated page and promote that on company email signatures.
- We will hold ongoing reseller, customer, and internal recruitment and training activities.

### **Demand & Lead Generation**

- We will participate in end user events to market our contract.
- We will push demand generation events to our outside community to raise awareness of our participation on this contract and offer it as an alternative to current solutions.
- We will work with the Authorized Reseller partners to create host end user lead generation events.
- We will leverage both Promark/Ingram and Reseller Business Intelligence to mine for opportunities.

With a consistent mix of the above actions Promark will continue to market this contract day to day to increase awareness and drive business.

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

As a wholly owned company of Ingram Micro, Promark is equipped with not only its own nationwide sales team, but also a much greater reach through the dedicated SLED teams within Ingram Micro. Promark will partner with Ingram's Public Sector's SLED Team Sales Executives to recruit resellers and advance messaging around the NCPA Contract. Those sales teams with account ownership of our NCPA Dealers will have a more targeted focus, as they will be the primary points of contact for the partners.

Promark will create a dedicated on-boarding process for the NCPA contract. The on-boarding process will include training webinars and on-site meetings to introduce the NCPA contract and provide guidance for internal functionality as it relates to marketing, quoting, and ordering through this contract. Standards will be created, documented and communicated to all sales teams to create a baseline approach to NCPA transactions. The marketing plan described above will also be incorporated into the on-boarding process.

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

Ingram Micro has a robust web-based catalog and ordering tool accessible for our resellers, dealers and systems integrators through [www.ingrammicro.com](http://www.ingrammicro.com) in the United States. This site is available 24 hours per day.

The resellers, dealers and systems integrators utilizing [www.ingrammicro.com](http://www.ingrammicro.com) can expect the following benefits:

- Full catalog of proposed products and pricing.
- Ability to subscribe to reseller and end-user order status email notification and provides online reporting for requests such as order confirmation, shipped order detail, credit card decline, backorders notification, availability confirmation of backorder product.
- Ability to search for real time pricing and availability of products by manufacturer part number, Ingram Micro part number or keyword search.
- Easy access to complete technical and product notes, as provided by the manufacturer.
- Easy access to add-on products and accessories, as provided by the manufacturer.
- Ability to request and search status RMAs on-line.
- Ability to create "express orders."
- Ability for users to create "personal address book" for end user drop-ship addresses.
- Easy access to PO/order information via order number, reseller PO, SKU attributes, shipment date and a variety of other parameters.
- One-click tracking on most orders (carrier dependent).
- Drop down freight option selections, including pricing information.

- Ability to view serial numbers on shipped orders.
- E-Invoicing functionality allows customers to review, print, and download their invoices.
- **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.**

As part of our ISO 9001:2015 certification, the Ingram Micro Customer Service department operates under established and documented policies and procedures to ensure the highest level of service. Our representatives are prepared to assist our reseller customers on all inquiries including:

- Product return requests using vendor return guidelines
- Carrier tracking
- Lost/damaged carrier claim investigations
- Shipping inquiries
- Order status
- Return discrepancy investigations

To guarantee accurate and timely service, Ingram Micro provides all associates with training programs, automated software tools and quality assurance reviews—things we consider fundamentals, not luxuries. In addition, we perform tracking and quality checks on all internal activities to ensure that we recognize and address opportunities for continuous improvement. We also establish strong carrier relationships and communication channels, including on-site representatives, to streamline the process of resolving shipping issues.

Ingram Micro's Customer Service group provides coverage from 8:00 am to 8:00 pm Eastern Time and for resellers includes 24 x 7 access to customer service information including auto returns via [www.ingrammicro.com](http://www.ingrammicro.com). The customer service group includes 85 customer service representatives who are in Buffalo, NY, and Manila, Philippines.

- **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.**

Ingram Micro's Environmental Stewardship Policy is included as Appendix 1 and can also be viewed at:

[https://usa.ingrammicro.com/Documents/ingrammicro/c/corpcomm/Environmental%20Stewardship%20Policy\\_V2.pdf](https://usa.ingrammicro.com/Documents/ingrammicro/c/corpcomm/Environmental%20Stewardship%20Policy_V2.pdf)

Results of Ingram's Environmental Stewardship Policy are provided as part of our Corporate Social Responsibility Report. The environmental responsibility portion of the corporate responsibility report is included as Appendix 2 and can be viewed at:

<https://corp.ingrammicro.com/CorporateSite/media/Corporate-Website/About%20Us/CorpResReport2017.pdf>

- **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.**

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

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

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

Customs Trade Partnership Against Terrorism (C-TPAT) is a U.S. Customs and Border Protection (CBP) initiative designed to strengthen and improve the international supply chain and U.S. border security. This joint government-business initiative is designed to build cooperative relationships that strengthen their overall supply chain and border security. C-TPAT certification is issued to participants only after meeting very strict government criteria. Ingram Micro is Tier 2 certified (Level 1 is the lowest certification, 3 is the highest). The

supply chain is defined from the point of origin (manufacturer/supplier/vendor) through the point of distribution. C-TPAT Minimum Security Requirements include but are not limited to Business Partner Selection, Container Security, Physical Access Controls, Personnel Security, Procedural Security, Physical Security, Security Training and Threat Awareness and Information Technology (IT) Security. Ingram Micro has passed two re-certification audits by U.S. Customs since achieving Tier 2 status.

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

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

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

These groups are collectively responsible for Ingram Micro's conformance with industry best practices, certifications, audits, and the application of supply chain security models. These best practices are a part of ISO/IEC Standards, certifications, internal audits, third-party audits and other certifications. Ingram Micro's Supply Chain Risk Management process includes evaluating, understanding, reducing, and mitigating risks in each element of the supply chain. Using the NIST IR 7622 as a frame of reference, Ingram Micro adheres to the following industry best practices:

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

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

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

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

changes that strengthen existing security profiles. TAPA certification further solidifies Ingram Micro's competitive advantage for winning and maintaining business.

Among the attributes or contractual obligations that Ingram Micro requires from our carrier partners in their Master Service Agreement are gated yards, closed circuit TV monitors, employee

### **ISO Certifications**

**ISO 9001-2015** – Both Ingram Micro and Promark are ISO 9001 certified. Given Ingram Micro brought in over \$50 billion U.S. dollars in sales globally in 2018, our Advanced Logistics Centers (ALCs) are designed to protect our inventory, facilities, and associates. These measures include, but are not limited to, 24x7 security personnel coverage, digitally recorded camera systems (interior and exterior as well as 360-degree dock and floor cameras), 24x7 alarm and detection systems, and a dock-lock system that secures trailers to the building. Ingram Micro also employs appropriate integration with operational processes including Clean In / Clean Out Procedure at Metal Detectors, carrier driver check-in and escort and dock door controls. As both Promark and Ingram are ISO 9001-2015-certified, process and product audits are also part of our controls.

**ISO/IEC 2700** - Ingram Micro is the only global broad-line distributor which holds the ISO/IEC 27001 certification. This standard covers the information Security Management System for the critical Federal capabilities information systems in our Santa Ana California Worldwide Headquarters; North American Advanced Logistics Centers; Ingram Micro offices in Europe, the Middle East and Africa (EMEA); and world-wide distribution centers of Ingram Micro Inc. ISO/IEC 27001 formally specifies a management system that is intended to bring information security under explicit management control. Being a formal specification means that it mandates specific requirements. Organizations that have adopted ISO/IEC 27001 can therefore be formally audited and certified compliant with the standard.

Ingram Micro's ISO/IEC 27001 certification applies to the following components of our business:

1. Security policy - management direction
2. Organization of information security - governance of information security
3. Asset management - inventory and classification of information assets
4. Human resources security - security aspects for employees joining, moving and leaving an organization
5. Physical and environmental security - protection of the computer facilities
6. Communications and operations management - management of technical security controls in systems and networks

7. Access control - restriction of access rights to networks, systems, applications, functions and data
8. Information systems acquisition, development and maintenance - building security into applications
9. Information security incident management - anticipating and responding appropriately to information security breaches
10. Business continuity management - protecting, maintaining and recovering business-critical processes and systems
11. Compliance - ensuring conformance with information security policies, standards, laws and regulations



## Tab 5 - Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. Respondent must provide manufacturer authorized aggregation/distribution services for products to both small and large resellers.

Promark will perform and provide the required products and / or services under the terms of the agreement.

- Respondent shall provide a contract solution that offers multiple IT hardware and software manufacturer's products and solutions in one or more of the following categories:

- Data Center
- Data Storage
- Cyber Security
- Cloud Services
- Networking
- Telecommunication
- Mobility
- IOT
- Laptops / Notebooks / PDA's
- Desktop Computers
- Servers
- Software
- Accessories
- Battery Back-up / Power / Surge
- Cables
- Data Storage / Drives
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Office Equipment
- Printers
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- DVD / Books / Music / Video
- Services
  - Installs
  - Asset Management

- **Managed Services**
  - **Telecommunications**
  - **Product Configurations**
  - **Product Support**
  - **Warranty**
  - **Insurance**
- **Manufacturer's Authorized Distributor letters should accompany each manufacturers' products submitted on the proposal.**

The following pages contain manufacturers' authorized distributor letters for Promark for each of the manufacturers being proposed herein. These include: APC, Fujitsu, HPE Aruba, Nutanix, Panasonic, Plantronics, Rubrik, V7, Veeam, and VMware..

This list is the initial wave of manufacturers that Promark has proposed to add to this contract. Once awarded the contract, Promark would work with NCPA to continue to add additional manufacturers from the broad line card of over 1,200 vendors from Promark and Ingram Micro.



**by Schneider** Electric  
Government and Education Sales

June 26, 2019

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

RE: RFP # 18-19 ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR  
NATIONAL COOPERATIVE PURCHASING ALLIANCE

To whom it may concern:

Please let this letter serve as proof that Promark Technology, Inc., a wholly owned Ingram Micro company, is recognized by APC by Schneider Electric as an Authorized Distributor of our products and solutions.

We also authorized Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

If you have any questions feel free to contact me

Thank You,

Jay Bogosian  
APC Gov/ Ed National Sales Director  
281 Meadow Lane  
Middletown, RI 02842  
401-619-2303 phone



June 27, 2019

To whom it may concern,

Please let this letter serve as proof that Promark Technology, Inc., a wholly owned Ingram Micro company (Promark), is recognized by **Fujitsu Computer Products of America, Inc.** as an Authorized Distributor of Fujitsu's Imaging Product Line.

We also authorize Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

Please contact Ryan Patrick, Senior Government Sales Manager, if you have any questions. He can be reached at 571-230-8976 or via email at [rpatrick.pfu@us.fujitsu.com](mailto:rpatrick.pfu@us.fujitsu.com).

Sincerely,

*Masanori Shibusawa*

Masanori Shibusawa  
SVP, Planning, Service Ops, & Logistics  
Fujitsu Computer Products of America, Inc.  
1250 E. Arques Avenue, Sunnyvale, CA 94085

June 27, 2019

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

**RE: RFP # 18-19 ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR  
NATIONAL COOPERATIVE PURCHASING ALLIANCE**

To whom it may concern:



## Hewlett Packard Enterprise

Hewlett-Packard Company  
6280 America Center Drive  
San Jose, CA , 95002  
U.S.A.

July 1, 2019

### **Ingram Micro Inc.**

3351 Michelson Dr, Ste 100  
Irvine, CA, 92612  
HPE Partner Agreement: **58BOZ**

To whom it may concern:

Promark Technology Inc is listed as branch location ID 10231375 under Ingram Micro agreement 58BOZ. Ingram Micro Inc. is an HP Enterprise Authorized Distribution Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HPE US Commercial Distributor, for resale to end user customers in the USA.

Ingram Micro Inc. has been an HPE Enterprise Group (EG) Service Delivery Partner since **5/13/2015**.

HPE EG Service Delivery Partners are authorized to deliver warranty and HPE Care Pack Services on Industry Standard Servers, HPE Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HPE Point of Contacts for Partner Authorization verification are listed below:  
Support Team: [AMSpartersupport@hpe.com](mailto:AMSpartersupport@hpe.com) / 1-888-629-6914

Customers can also locate or confirm partners through the HPE Partner Locator at <http://findapartner.hpe.com/>

Sincerely,

### **Shelly D. Deal**

AMS Lead, PFS BRM Global Partner Contracts  
Sales Operations

June 26, 2019

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

**RE: RFP # 18-19 ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR NATIONAL  
COOPERATIVE PURCHASING ALLIANCE**

To Whom it May Concern:

Please let this letter serve as proof that Promark Technology, Inc., a wholly owned Ingram Micro company, is recognized by **Nutanix, Inc.** as an Authorized Distributor of our products, solutions and services.

We also authorized Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

Sincerely,

*Ron Layton*

Ronald Layton  
Sr. Manager- Americas Distribution  
1740 Technology Blvd suite 150  
San Jose, CA 95110  
[ronald.layton@nutanix.com](mailto:ronald.layton@nutanix.com)  
773.677.2060

# Panasonic

## System Solutions Company of North America

Division of Panasonic Corporation of North America  
Two Riverfront Plaza Newark, New Jersey 07102  
[www.na.panasonic.com](http://www.na.panasonic.com)

July 1, 2019

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

Ref: RFP #18-19 Advanced Technology Solutions Aggregator National Cooperative Purchasing Alliance

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Panasonic System Solutions Company of North America (PSSNA), Division of Panasonic Corporation of North America (PNA), notates that Promark Technology, a wholly owned Ingram Micro company, is an authorized dealer/reseller partner of Panasonic's lineup of products and solutions.

Promark Technology, Inc.  
10900 Pump House Rd # B,  
Annapolis Junction, MD 20701  
Phone: (240) 280-8030

Should you have any questions, please contact us at [Contracts@us.panasonic.com](mailto:Contracts@us.panasonic.com) .

Respectfully,

  
Dave Ovesny - Strategic Capture, Bids & Capture Manager  
Panasonic System Solutions Company of North America,  
Division of Panasonic Corporation of North America  
Two Riverfront Plaza – 6th Floor, Bids & Contracts  
Newark, New Jersey 07102  
[contracts@us.panasonic.com](mailto:contracts@us.panasonic.com)



345 Encinal Street  
Santa Cruz, CA 95060  
+1 (831) 426-5858

poly.com

June 26, 2019

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

**RE: RFP # 18-19 ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR NATIONAL COOPERATIVE  
PURCHASING ALLIANCE**

To whom it may concern:

Please let this letter serve as proof that Promark Technology, Inc., a wholly owned Ingram Micro company, is recognized by "**Plantronics, 345 Encinal Street, Santa Cruz, CA 95060**" as an Authorized Distributor of our products and solutions.

We also authorize Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

Sincerely,

*Karin Dushaw*

Karin Dushaw  
Federal Channel Program Manager

cc: Todd Hartung, Promark Technology, Inc.





1001 Page Mill Road, Building 2  
Palo Alto, CA 94304

June 20, 2019

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

RE: RFP # 18-19 Advanced Technology Solutions Aggregator National Cooperative Purchasing Alliance

To whom it may concern:

Please let this letter serve as proof that Promark Technology, Inc., a wholly owned Ingram Micro company, is recognized by Rubrik as an Authorized Distributor of our products and solutions.

We also authorized Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

Sincerely,

A handwritten signature in black ink, appearing to read "BYansouni", with a small dot at the end.

Bertrand Yansouni  
VP of Worldwide Channel Sales

cc: Todd Hartung, Promark Technology, Inc.



June 20, 2019

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

**RE: RFP # 18-19 ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR  
NATIONAL COOPERATIVE PURCHASING ALLIANCE**

To whom it may concern:

Please let this letter serve as proof that Promark Technology, Inc., a wholly owned Ingram Micro company, is recognized by “V7” as an Authorized Distributor of our products and solutions.

We also authorized Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

A handwritten signature in black ink that reads "Charles Erdei". The signature is written in a cursive style with a prominent loop at the end.

---

*Charles Erdei*  
*Sr. Manager*  
Worldwide Private Label – V7

**Ingram Micro, Inc.**  
3351 Michelson Drive, Suite 100  
Irvine, CA 92612  
Phone: +714-382-2560  
E-mail: [charles.erdei@ingrammicro.com](mailto:charles.erdei@ingrammicro.com)  
[www.ingrammicro.com](http://www.ingrammicro.com)  
[www.v7world.com](http://www.v7world.com)

**Veeam Software Corporation**  
8800 Lyra Drive, Suite 350  
Columbus, OH 43240

Phone: +1 614-339-8200  
Fax: +1 614-430-9116



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

17 July 2019

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

**RE:** RFP # 18-19 Advanced Technology Solutions Aggregator National Cooperative  
Purchasing Alliance


**Distributor:** Promark Technology, Inc., a wholly owned Ingram Micro  
company

**Distributor Address:** 10900 Pump House, Annapolis Junction, Maryland 20701

To Whom It May Concern:

This is to certify that **Promark Technology, Inc., a wholly owned Ingram Micro company**, whose details appear above has entered into a Software Distributor Agreement with Veeam Software Corporation which is valid as of the date of this letter.

Sincerely,

DocuSigned by:  
  
FF6478A8A751462...

Jeremy Manly  
Senior Finance Director  
[Jeremy.Manly@Veeam.com](mailto:Jeremy.Manly@Veeam.com)



VMware Letter

12 July 2019

To Whom It May Concern,

VMware, Inc., a company organized and existing under the laws of Delaware, with its principal place of business at 3401 Hillview Avenue, Palo Alto, California ("**VMware**") hereby confirms that, as of the date above, Ingram Micro Inc., a Delaware corporation ("**Ingram**") is authorized to distribute VMware Federal SKU products and services directly to US Federal Government Customers under Promark's (as defined below) General Services Administration Schedule contract to the extent set forth in a formal Letter of Supply issued by VMware to Promark. VMware has further agreed that Ingram may authorize its wholly-owned subsidiary, Promark Technology, Inc., with a principal office located at 10900 Pump House Road, Suite B, Annapolis Junction, MD 20701 ("**Promark**") to act on its behalf in performance of the Amended and Restated VMware Distributor Authorization for United States Federal Distributor Program between VMware and Ingram for purposes of distributing VMware products under its General Services Administration Schedule contract.

We also authorized Promark to pursue the Region 14 Education Service Center RFP# 18-19 for the Advanced Technology Solutions Aggregator Contract.

For VMware, Inc.,

A handwritten signature in blue ink that reads "Luis A. Mata". The signature is written in a cursive style with a large initial 'L'.

## 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.

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



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

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

**Technical Support Services** include:

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

**Field Deployable Resources** include:

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

**Marketing Services** include:

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

**Financing Options** include:

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

**Logistical and Operational Support** includes:

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

**Professional and Training Services** include:

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

Our partner communities and partner advisory boards for specific sales business units, foster loyalty to Promark and Ingram Micro. These communities and advisory boards include:

- **Trust X Alliance (Formerly VTN)** – premier partner community of 400 NA SP’s.
- **Trust X Alliance Capital Chapter** – federally focus partner community of 20 solutions providers within our Trust X Alliance community.
- **SLED Advisory Board** – 10 regional SLED solutions providers help shape our SLED value proposition. Further information on Ingram Micro’s SLED Programs are included on the following pages.
- **SMB Alliance** – partner community for companies selling in to the SMB market.
- **NSBU Advisory Board** – 12 national and regional security solution providers help shape our Networking and Security offerings.
- **Data Center Advisory Board** – 12 national and regional data center providers help shape the offerings in this segment.
- **Ingram Micro Public-Sector Manufacturer Council** -an exclusive forum between Ingram Micro and a diverse representation of leaders from Public-Sector markets. For more details, please review the information on the following page.

## Ingram Micro 2018 Public Sector Manufacturer Council



The Ingram Micro Public Sector Manufacturer Council provides an exclusive forum for communication between Ingram Micro and a diverse representation of leaders from the Public Sector markets. The council provides an opportunity to get ahead of the business by receiving key support in the Federal, State and Local, and Education space to help you align and advance your strategy. While expanding your Public Sector market knowledge and your relationships within Ingram Micro, develop strategic alliances with key reseller council partners as well as complimentary technology manufacturers.

Through our partnership, we will drive influence in the public sector market place and provide you heightened visibility to the channel through consultation on overall strategy, business development activities, contract, and specific initiatives to drive your business needs:

- Quarterly Business Reviews focused on your public sector business
- Additional access to SLED Executive Board Members and Federal Capitol Chapter Members.
- Representation at annual Ingram Micro Public Sector Division Strategy Meetings.
- Public Sector Headquarter strategy session followed by inside vendor reps trainings. Training topics can include and not limited to:
  - ✓ *Leveraging distribution for your Public Sector business.*
  - ✓ *Being proactive in a competitive Public Sector market*
  - ✓ *Market Trends and fitting your vendor into these conversations*
- External insight from industry experts to develop strategic initiatives tied to improving our Public Sector programs. This could include market trend research, key compliance updates, etc.
- Customized Financial Reporting
  - ✓ *Share of wallet compared to complimentary and competitive vendors*
  - ✓ *Competitor info will be based on overall technology category. Ex. Where do you compare in the server world at Ingram Micro?*
  - ✓ *Wins versus loss ratio*
  - ✓ *Hot opportunities and vetted pipeline*

We believe in the importance of collaborating to build value based initiatives to support 2018 business development activities and drive new business. Business Development activities may include, but are not limited to:

- ✓ *Building a new white space initiative*
- ✓ *Driving activity with BI data on end user complimentary sales*
- ✓ *Create new vendor program and collateral to support your needs*
- ✓ *Develop promotions tailored to driving business during peak buying seasons*
- ✓ *Program based activity*
- ✓ *Identify their objectives for BD activity (choose from list)*

*"I am excited to see that we will get to have greater insight into the manufacturers which will hopefully allow us to align and progress as we move forward."  
-Jeff Drury, ITS, Ingram Micro SLED Advisory Council President*



## **Ingram Micro Public-Sector Value-Add**

In support of Promark and Ingram Micro public sector opportunities, Ingram Micro has a dedicated public-sector division, focusing on the coverage, growth and development of our public sector focused solution and manufacturer partners. Partners range from the top system integrators and prime contractors to VARs holding strategic public-sector end-user relationships and designations. We are always recruiting new public-sector partners based on manufacturer input and requests, contract awards, relationships with key public-sector end users, clearances, and technology specialists to broaden our full solution offering to the public-sector markets. We have a very seasoned team of public sector field sales executives, inside sales representatives, Program Managers, Business Development Executives and Sales leadership that bring a wealth of knowledge to this very important segment to Ingram Micro. Our experience allows us to help our manufacturer partners identify opportunity in the public-sector markets we serve and develop a strategy to succeed in this space.

Please refer to the information on the following pages about Ingram Micro's Public-Sector programs supporting Federal; State and Local Government, and Education business. Further information about Ingram Micro's public-sector programs can also be found in our federal, state and local and education playbooks.

### **Federal Playbook Link:**

<http://digital.leadmagz.com/publications/ingrammicro/IM-Federal-Playbook/index.html>

### **State/ Local Playbook Link:**

<http://digital.leadmagz.com/publications/ingrammicro/IM-Federal-Playbook/index.html>

### **Education Playbook**

<http://digital.leadmagz.com/publications/ingrammicro/IM-Education-Playbook/index.html>

## **Tab 9 - Required Documents**

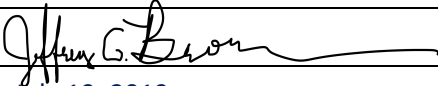
- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Promark acknowledges and accepts responsibility for the requirements addressed in each of the documents listed above.

**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.

<b>Potential Vendor</b>	Promark Technologies, Inc.
<b>Print Name</b>	Jeffrey G. Brown, President & General Manager
<b>Address</b>	10900 Pump House Road, Suite B
<b>City, State, Zip</b>	Annapolis Junction, MD 20701
<b>Authorized Signature</b>	
<b>Date</b>	July 19, 2019

## 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.

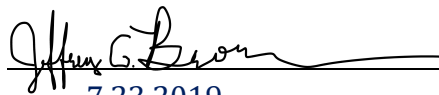
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### 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

  
7.23.2019

### Antitrust Certification Statements

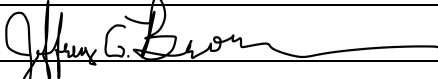
I affirm under penalty of perjury of the laws of the State of Texas that:

(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** Promark Technology, Inc.  
**Address** 10900 Pump House Road, Suite B  
**City/State/Zip** Annapolis Junction, MD 20701  
**Telephone No.** (800) 634-0255  
**Fax No.** (301) 725-7869  
**Email Address** [jeffb@promarktech.com](mailto:jeffb@promarktech.com)  
**Printed Name** Jeffrey G. Brown  
**Position with Company** President & General Manager  
**Authorized signature** 

## FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

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

## Required Clauses for Federal Assistance provided by FTA

### *Access to Records and Reports*

Contractor agrees to:

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

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

### ***CIVIL RIGHTS / TITLE VI REQUIREMENTS***

- 1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **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/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

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

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

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

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

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

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

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

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

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

## **Appendixes**

### **Appendix 1 – Ingram Micro’s Environmental Stewardship Policy**

# Environmental Stewardship Policy

Doc Ref: V. 2  
Date: Nov. 6, 2015  
Contact: CSR Manager  
Dept.: Global Engineering  
Page: 1 of 7

## Corporate Social Responsibility

### 1. PURPOSE

This policy outlines sustainable business strategies and practices in support of Ingram Micro's global environmental stewardship efforts.

### 2. DEFINITIONS

**Business Unit** – Any integrated site over which Ingram Micro has financial or operational control.

**CDP** – Formerly Carbon Disclosure Project. A UK-based non-governmental organization engaged in the collection and scoring of corporate, city and government greenhouse gas data. More than 4,500 organizations globally report to CDP, which is backed by more than \$92 trillion in institutional investor dollars.

**CSR** - Corporate Social Responsibility

**Energy Star** – An energy efficiency program administered by the U.S. EPA, offering certification for electric and electronic products, as well as energy efficiency ratings and certification for buildings.

**EPA SmartWay** – A voluntary fleet efficiency program administered by the U.S. EPA.

**EPEAT** – Electronic Product Environmental Assessment Tool. Environmental rating system for electronic products administered by the Green Electronics Council.

**e-Stewards** - An electronics waste recycling standard created by the Basel Action Network.

**FSC** – Forest Stewardship Council. Independent administrator of a forest certification standard, promoting sustainable forestry.

**ISO 14001** – Framework that defines the criteria for a certifiable environmental management system.

**R2** - The Responsible Recycling Practices Standard (R2:2013) certification is a set of voluntary principles and guidelines designed to promote and assess responsible practices for electronics recyclers.

**SFI** – Sustainable Forestry Initiative. Independent administrator of a forest certification standard, promoting sustainable forestry.

**Stakeholder** – Interested party. Stakeholders include, among others, customers, business partners, employees, executive leaders, regulators, communities, media, investors, non-governmental organizations, academics and product end-users.

### 3. SCOPE / APPLICABILITY

This policy is applicable to all Ingram Micro business units and entities worldwide.

### 4. POLICY STATEMENT

Ingram Micro recognizes the impact of its global operations on ecological systems and is committed to environmental stewardship at the highest organizational level. We acknowledge and aim to meet the expectations of our diverse stakeholders through engagement and collaboration. Our commitment encompasses

- legal compliance at the local, regional, national and international level,
- minimizing our environmental impact directly where we have control and indirectly where we have influence,
- responsible use of natural resources and focus on pollution prevention,
- continuous improvement in environmental performance across global operations,

# Environmental Stewardship Policy

Doc Ref: V. 2  
Date: Nov. 6, 2015  
Contact: CSR Manager  
Dept.: Global Engineering  
Page: 2 of 7

## Corporate Social Responsibility

- periodically reporting progress against measurable, context-based targets, employing globally recognized standards and protocols,
- comprehensive stakeholder engagement and
- seeking innovative approaches to advance environmental stewardship globally.

We implement this policy through the strategies and practices outlined in this document.

## 5. STRATEGIES

Commitment to environmental compliance is the basic prerequisite for our environmental stewardship program. All employees must observe Ingram Micro values and all laws and regulations at all times. We expect our supply chain partners globally to abide by these same values and employ these same standards. The following eight strategies comprise the focus areas of our environmental stewardship efforts.

### 1. ENVIRONMENTAL MANAGEMENT SYSTEMS

Each Ingram Micro facility shall

- develop an environmental management system (EMS) in alignment with the ISO 14001 standard,
- pursue EMS certification according to business need, where feasible, and
- support environmental performance management efforts at the corporate level.

### 2. BUILDING MANAGEMENT

Operation of buildings worldwide constitutes a significant portion of Ingram Micro's direct environmental impact. Accordingly, gaining efficiencies in our facilities, including optimizing processes therein is our priority.

#### 1. Efficient use of Resources

Employees globally shall participate in resource conservation efforts, including the following:

- Minimizing water and energy use to the extent possible
- Optimizing material use, including paper and other office supplies
- Managing equipment and furniture responsibly in order to maximize useful life
- Seeking opportunities to avoid and reduce waste generation
- Participating in available material recycling programs
- Raising awareness among colleagues and leading by example

#### 2. Construction and Acquisition

- a. Prior to constructing new buildings, consideration shall be given to the following:
  - Alternatives to new construction, such as occupying existing buildings

# Environmental Stewardship Policy

Doc Ref: V. 2  
Date: Nov. 6, 2015  
Contact: CSR Manager  
Dept.: Global Engineering  
Page: 3 of 7

## Corporate Social Responsibility

- Constructing facilities on brownfields
- Sustainable building design strategies
- Use of sustainable building materials
- LEED or equivalent certification
- Renewable energy options
- Balanced stakeholder engagement as part of the environmental impact assessment

b. The due diligence process for building acquisition shall include the following:

- Assessment of building efficiency and environmentally preferable features (e.g. retention ponds, percentage of porous surfaces, walkable communities)
- Assessment of environmental health factors
- Evaluation of property with regard to biodiversity impacts, such as siting on protected lands and provision of habitat for protected species
- Consideration of existing green building certifications
- The ability to obtain energy and water consumption data dating back to Ingram Micro's baseline year (2015) for the measurement of environmental performance

### 3. Process Design for Sustainability

Process design in Advanced Logistics Centers shall incorporate principles in support of environmental stewardship, including

- equipment efficiency,
- use of rechargeable batteries in industrial trucks,
- space optimization and flexible/modular design strategies,
- equipment preventive maintenance programs,
- maximizing capacity and
- digitally tracking material, where feasible.

### 3. TRANSPORTATION

#### 1. Distribution Partners

Ingram Micro partners with third party freight transporters for the distribution of products. When choosing vendors, preference shall be given to the following:

- Transporters participating in freight sustainability programs (e.g. EPA SmartWay in the U.S.)
- Transporters employing low-emission fuels (e.g. LNG, electricity, hybrid)
- Transporters actively engaged in fleet efficiency efforts, such as route optimization, load optimization, light-weighting, aerodynamic fleet design, and anti-idling technologies
- Transporters with active environmental impact reduction targets



### 2. Business Travel

All employees shall reduce business travel when possible by taking the following measures:

- Utilization of communications technologies in lieu of travel
- Combining visits to multiple locations in order to reduce total travel mileage
- Optimizing travel routes
- Employing efficient transportation modes (e.g. rail in place of air travel, where available)
- Carpooling to local business meetings with colleagues whenever possible

### 3. Employee Commuting

Ingram Micro encourages use of alternative transportation and supports reduction in commuting as a means to reducing environmental impact by offering the following, where lawful and feasible:

- Alternate workweek schedules
- Telecommuting options
- Rideshare programs
- Monetary incentives for use of public transportation, bicycling and carpooling

### 4. PACKAGING

Ingram Micro's primary packaging impact results from shipping materials. Such impact shall be reduced by aiming to

- reuse packaging materials when possible (e.g. pallets in warehouse operations),
- avoid mixed material packaging that cannot be efficiently separated in recycling facilities,
- recycle packaging materials that cannot be reused (e.g. plastic film received in warehouse operations),
- maximize the use of materials with post-consumer recycled content and materials made from renewable resources,
- give preference to materials with recycled content certifications (e.g. SFI, FSC),
- explore viable options for lower-impact void-fill materials,
- adopt technologies that customize packaging size to fit products, and
- promote recycling of packaging by end-users.

### 5. SUPPLY CHAIN

Ingram Micro's expansive upstream and downstream supply chain presents an opportunity to impact environmental performance where we have influence, rather than direct control. We strive to encourage environmentally responsible practices by

- communicating our policies and expectations to supply chain partners,
- favoring suppliers certified to globally recognized standards or adhering to globally recognized environmental management and reporting frameworks,

# Environmental Stewardship Policy

Doc Ref: V. 2  
Date: Nov. 6, 2015  
Contact: CSR Manager  
Dept.: Global Engineering  
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## Corporate Social Responsibility

- favoring products with eco-labels, recycled content, and sustainable design features,
- purchasing equipment and systems designed to optimize use of natural resources, and
- purchasing environmentally preferable supplies.

### 6. IT EFFICIENCY

Ingram Micro is making focused efforts to reduce the impact of technology on the environment. IT efficiency efforts globally shall support the following:

- Virtualization of IT infrastructure and adoption of cloud-based technologies
- Data Center efficiency
- Power Management
- Sourcing of hardware designed for disassembly and recyclability
- Preference for products with the EPEAT, Energy Star or equivalent label
- Customer education related to IT efficiency

### 7. ELECTRONIC WASTE MANAGEMENT

Ingram Micro has taken strategic steps to significantly reduce the environmental impact of products we distribute and will continue to support and improve these efforts through

- reverse logistics solutions, including take-back programs for electronic waste items,
- repairing, repurposing and recycling used electronics,
- e-Stewards and R2 certification,
- toner cartridge, battery and cell phone recycling,
- compliance with all electronic waste collection, handling, storage, disposal and recordkeeping regulations at office buildings and
- customer education related to electronic waste recycling.

### 8. MEASURING & REPORTING

Ingram Micro recognizes that continuous improvement relies on performance measurement, development of meaningful targets and communication of results. We will strive to

- collect, at minimum, energy and water consumption data for facilities exceeding 5,000 square feet, given the information is reasonably obtainable,
- develop a company-wide greenhouse gas inventory according to a globally recognized protocol,
- quantify global water consumption by region and identify water scarcity hotspots,
- develop context-based targets for emissions reduction,
- develop meaningful targets for water reduction in water-scarce communities,
- identify operations in regions of high biodiversity value,
- report greenhouse gas emissions and related information to CDP,
- report overall environmental performance to our stakeholders in an annual CSR report, following a globally recognized reporting framework.

# Environmental Stewardship Policy

Doc Ref: V. 2  
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Dept.: Global Engineering  
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## Corporate Social Responsibility

### 6. RESPONSIBILITIES

- a. The CSR Manager is responsible for periodic review of this policy and its effectiveness.
- b. Assigned approvers for this policy are responsible for timely review and approval.
- c. All associates and business units are responsible for implementing this policy as applicable to their facilities and roles.
- d. All Ingram Micro stakeholders are encouraged to provide recommendations for the improvement of our environmental stewardship program.
- e. Facilities globally within the scope outlined in section 8 must designate one or more associate(s) responsible for the tracking and reporting of environmental data.
- f. Training items in support of this policy must be completed by assigned deadlines.
- g. Annual internal requests for site-specific environmental stewardship efforts (e.g. metrics, stories, testimonials and photographs) shall be fulfilled in a timely manner.

### 7. RELATED DOCUMENTS

- Ingram Micro's Human Rights Policy
- Ingram Micro's Code of Conduct
- Ingram Micro's Supplier Code of Conduct

### 8. REVISION HISTORY

1. Revised March 6, 2012. Original policy published April 15, 2011. Nature of revision not noted.
2. Revised November 6, 2015 to broaden scope of sustainable business practices. Changed title from Environmental Compliance and Performance to Environmental Stewardship. Removed focus on compliance and EMS in favor of comprehensive, strategic initiatives. Updated responsibilities.

### 9. EFFECTIVE DATE

Date: January 15, 2015

### 10. APPROVALS

ON FILE

## **Appendix 2 – Environmental Stewardship Report**

The Environmental Stewardship portion of Ingram Micro’s Corporate Social Responsibility Report is included on the following pages.



# Environmental and supply chain responsibility

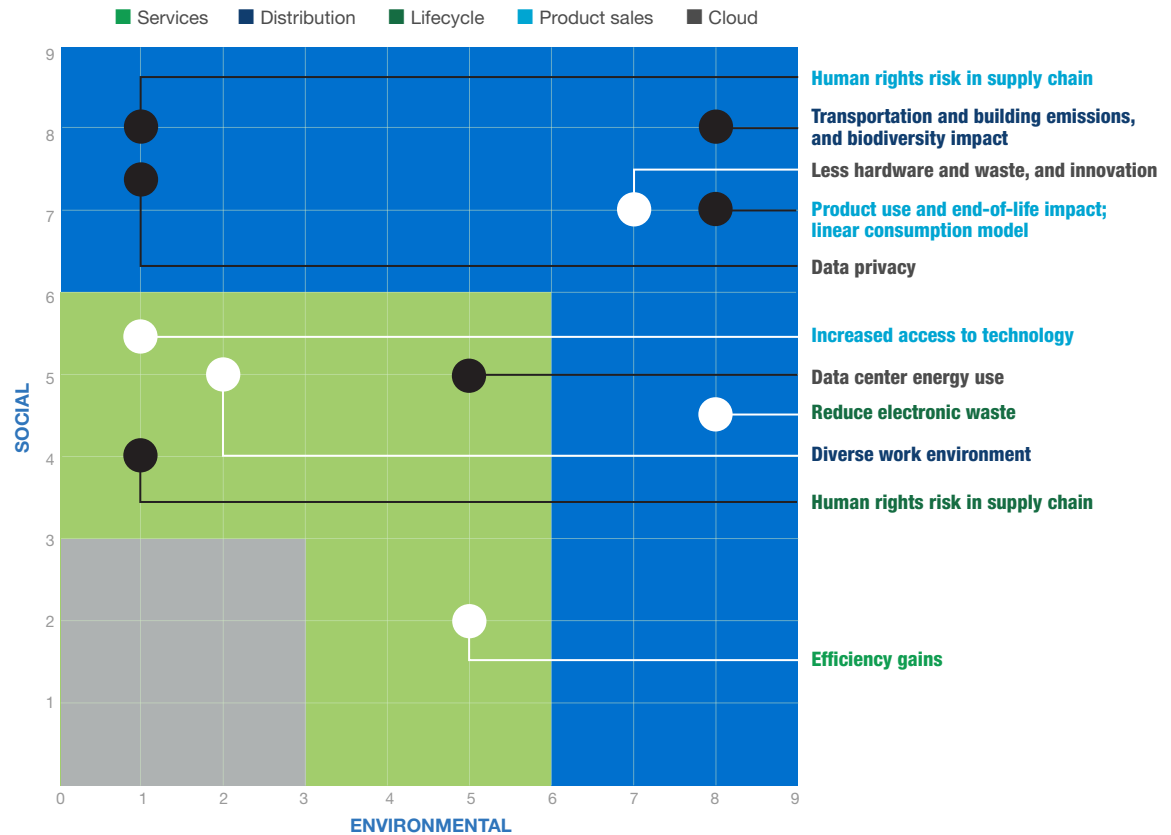
## Risks and opportunities

The frequency and scale of severe weather events and natural disasters in 2017 brought renewed focus to the physical risks we identified and reported in last year's CSR report. Several Ingram Micro locations were affected by hurricanes, flooding and earthquakes. Heat waves also persisted in 2017 and, while we don't measure indirect productivity losses, at least some impact on our operations and those of our suppliers is probable. Disruptions from these events did not result in significant financial losses, because we lease most of our properties and have the global infrastructure to ensure business continuity. Still, emergency events divert resources

from business-critical activities and impact our associates, communities and business partners.

In 2016, we also reported multiple socio-environmental regulatory risks. While environmental regulations in the U.S. were deprioritized throughout 2017, stricter rules went into effect across other operating regions. From mandatory non-financial reporting in the EU and revised consumer right-to-know requirements in California to multiple new and emerging rules on plastic use and waste, we're investing more resources into preparing for and implementing applicable requirements.

### ENVIRONMENTAL AND SOCIAL RISKS (Black) AND BENEFITS (White) BY BUSINESS ACTIVITY





Other risks we'd previously identified, such as social instability and external pressure to improve performance, were confirmed as well. Rising geopolitical tensions present risks for any multinational organization, and 2017 was defined by a climate of social and political unrest. We continue to carefully monitor global developments, so that we can prepare for any potential impact on our business.

Customer interest in our CSR program doubled, based on the number of inquiries we've received. Since physical, regulatory and other risks are likely to have an even greater impact on our upstream suppliers, including original equipment manufacturers, transport partners and commercial real estate firms, we see more questions from our customers related to supply chain responsibility as well. However, most of our key suppliers are large organizations with well-developed regulatory compliance, sustainability and business continuity programs. With this in mind, we don't yet measure the potential financial impact of socio-environmental risks, and our management approach in this area is still developing. We have multiple policies in place to address human rights, environmental stewardship and supplier responsibility, but have yet to implement them globally and develop indicators to measure the effectiveness of risk mitigation strategies.

In addition to evaluating global risks, we assess social and environmental risks and benefits for key business activities, including product sales and distribution, as well as cloud, professional and lifecycle services. Lease or subscription solutions, like device as a service, combine cross-sector benefits such as increased access to technology, while reducing electronic waste.

## Materials

Managing materials, along with waste and recycling, remains a high priority for our stakeholders. As a distributor, we don't source product components or sales packaging, but we consume thousands of metric tons in tertiary materials for shipping. Corrugate is the only material we're presently tracking and in 2017, 70 percent of operational facilities were not yet reporting this indicator. In most cases, this is because a tracking mechanism hasn't been implemented. Where data is reported, it's typically obtained from purchasing records, which may also indicate recycled content per the manufacturer. We determined that at least 20 percent of reported corrugate contained post-industrial or post-consumer recycled content, but expect the actual percentage to be much higher. When our customers stipulate the corrugate supplier and material, we can't control recycled content, but we have an opportunity to select higher recycled content in our own sourcing decisions. Even though corrugate is a renewable and recyclable resource, higher recycled content results in reduced energy use and emissions from manufacturing.

### CORRUGATE CONSUMED WITH AND WITHOUT RECYCLED CONTENT (KG)\*

	RECYCLED CONTENT	NO RECYCLED CONTENT	% RECYCLED CONTENT
APAC	53,392	316,766	14%
EMEA	4,331,982	1,924,040	69%
LATAM	--	193,432	--
NA	--	14,992,411	--
GLOBAL	9,668,104	38,419,216	20%

\*Data is based on a 30 percent global reporting rate by floor space, excluding administrative facilities where these indicators don't apply.



Our lifecycle services business repairs and refurbishes electronic products and disassembles products for recycling. In addition, we offer charitable donation programs and redeployment services for clients who prefer to reuse their assets internally. Since these activities are based on circular economy principles, sustainability is fully integrated into the materials management aspect of this business unit.

Lifecycle services are the product of multiple acquired companies and, even though individual sites consistently measure results, we're still working through centralized data management challenges. Around 50 percent of our service centers reported repair, refurbishment and recycling weights in 2017. Several facilities track the number of units, but not weight. Globally, 17.8 million units were reportedly processed in 2017. We estimate that our repair and processing sites managed roughly 24 thousand metric tons of returned electronics.

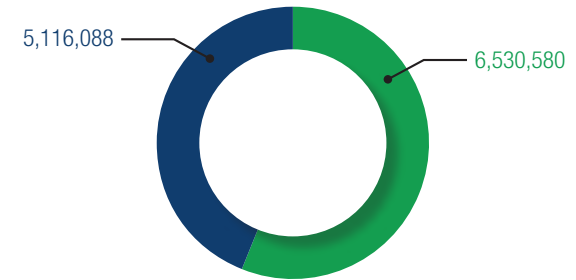
## Waste and recycling

In 2016, only 49 percent of facilities reported nonhazardous waste metrics. In 2017, our participation rate climbed to nearly 76 percent by floor space. This report is our best effort to date to capture baseline waste data at a companywide scale. While we'll continue to improve waste reporting, obtaining actual data in many of our buildings isn't feasible. Our offices are frequently in multitenant buildings, where waste removal is an integrated maintenance function contracted by building management. Still, with reported data amounting to nearly 40 thousand metric tons of waste generated—the approximate weight of more than a thousand fully loaded 18-wheelers—our impact in this area is obviously significant. Waste disposal information is generally provided by the waste management contractor. In few instances, where the vendor doesn't provide tonnage reports, we estimate weights based on container size, waste composition and number of removals.



### ELECTRONICS REPAIR, REFURBISHMENT AND RECYCLING (KG)

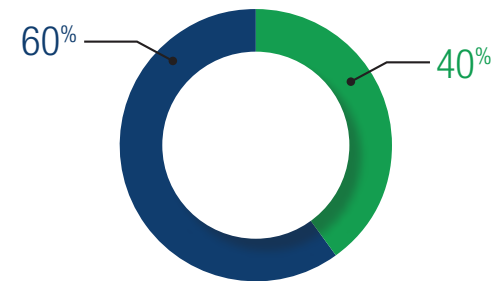
■ Customer units recycled ■ Customer units refurbished or repaired



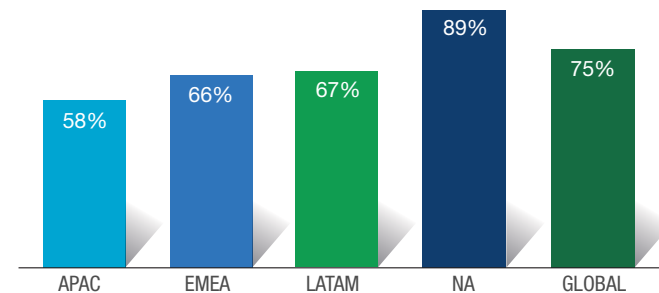
Actual weight reported by about 50 percent of repair and processing facilities.

### PRODUCT TAKEBACK REPAIR AND REFURBISHMENT

■ Repaired or refurbished ■ Liquidated



### SOLID WASTE REPORTING RATE BY REGION\*



\*Rate is based on floor space.



Our environmental stewardship policy outlines strategies for reducing environmental impact from waste and encourages facilities to measure and improve their performance through reduction and diversion. The following sites have achieved diversion rates exceeding 95 percent according to figures reported in 2017:

- Our service centers in Saint-Augustin and Montauban, France
- Our service center in Houdeng Goegnies, Belgium
- Our advanced logistics center in Waalwijk, The Netherlands
- Our service center in San Jose, Costa Rica
- Our advanced logistics center in Harrisburg, Pennsylvania, United States

In addition, the following sites diverted more than 90 percent of all solid waste generated:

- Our advanced logistic center in Straubing, Germany
- Our distribution center in Grossbeeren, Germany
- Our warehouse in Swiebodzin, Poland
- Our distribution center in Richmond, British Columbia, Canada
- Our advanced logistics center in Millington, Tennessee, United States

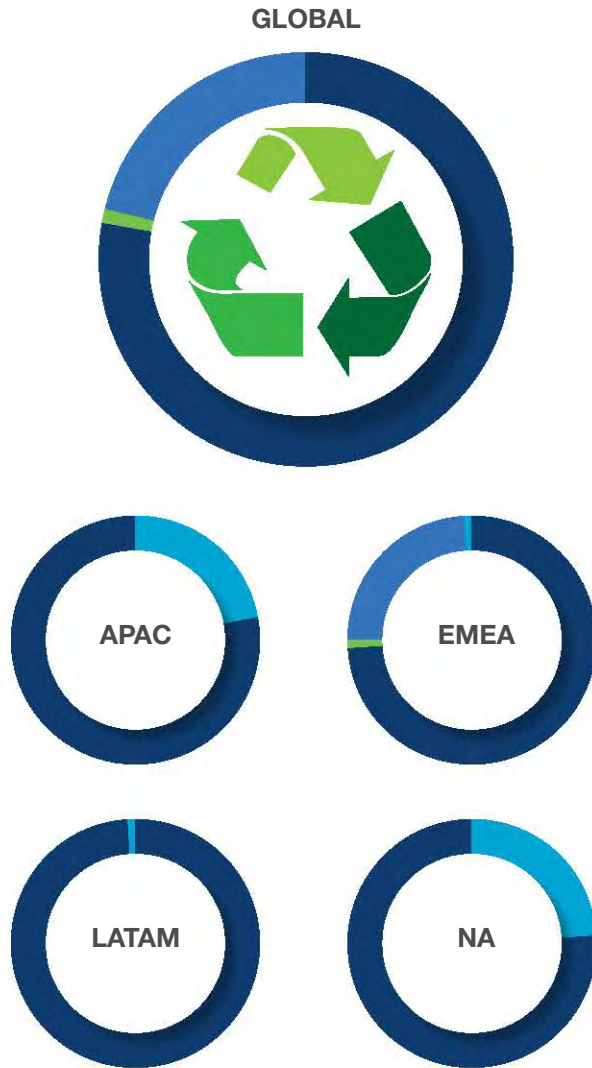
### METRIC TONS OF WASTE BY DISPOSAL METHOD AND REGION

	APAC	EMEA	LATAM	NA	TOTAL REPORTED	EXTRAPOLATION APPLIED
Landfill or incinerated	455	4,609	7	3,634	8,705	11,487
Recycled materials	1,595	10,159	5,355	11,668	28,777	38,850
Other diversion	.01	211	61	--	273	403
Waste to energy	--	223	--	--	223	329

\*Extrapolation factor applied to estimate waste generation for 100 percent of operations by floor space, assuming that reported waste disposal methods are characteristic of the remaining 24 percent.



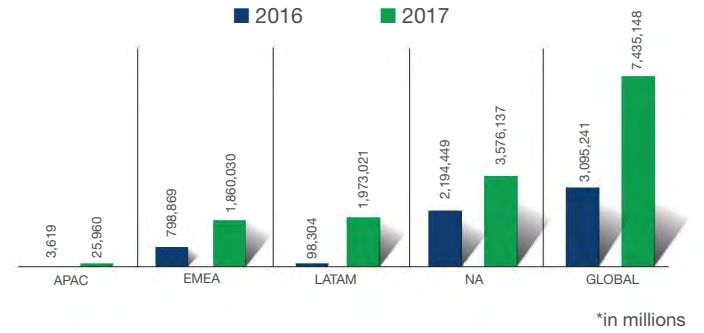
## WHERE OUR WASTE IS GOING, AT A GLANCE



- Solid waste landfilled or incinerated
- Recycled materials (bottles, cans, pallets, cardboard, film etc.)
- Other diversion (reuse, donation etc.)
- Waste-to-energy

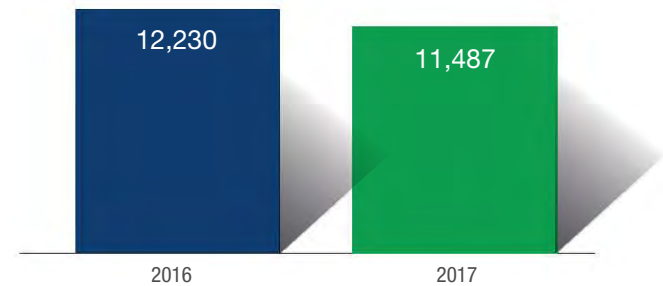
Companywide, we generated at least USD 7.5 million in revenue from recycling operational waste streams.

## REPORTED REVENUE FROM RECYCLING (USD\*)

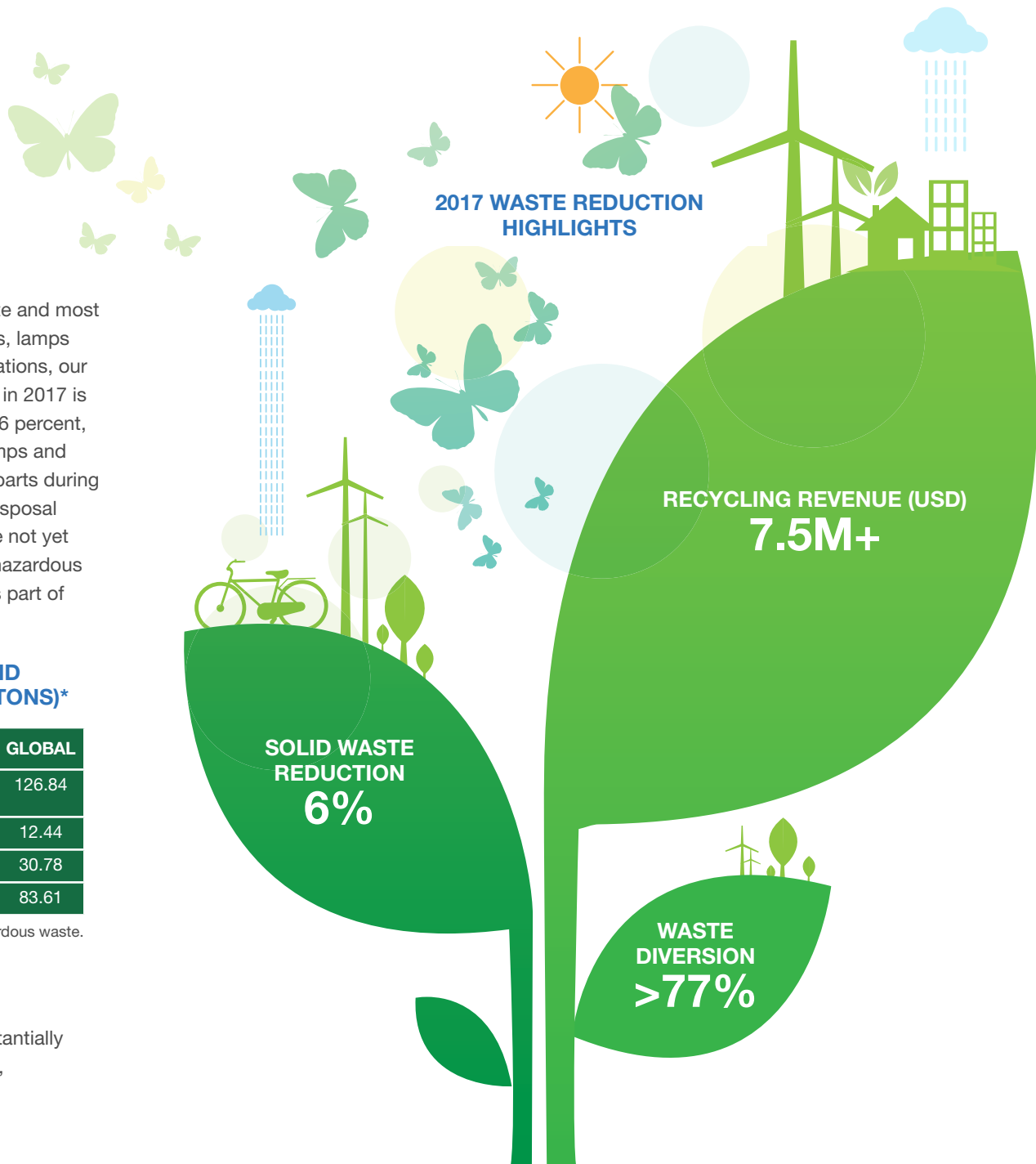


Our 2017 waste target was to reduce solid waste generation by 5 percent. We exceeded this target with year-over-year reduction of 6.08 percent.

## GENERATION OF LANDFILLED OR MASS-INCINERATED WASTE (MT)\*



\*Data has been normalized to account for year-over-year variation in reporting rates.



Ingram Micro isn't a major generator of hazardous waste and most of our facilities only generate small amounts of batteries, lamps and waste electronics. Still, given the scale of our operations, our hazardous waste generation of at least 127 metric tons in 2017 is environmentally significant. Most of this waste, about 66 percent, is recycled or reused. In addition to waste batteries, lamps and electronics, we also dispose of solvents used to clean parts during repair and refurbishment. Reported hazardous waste disposal spend in 2017 amounted to nearly USD 250,000. We've not yet initiated a focused global effort to minimize the use of hazardous materials, though some facilities address this aspect as part of their environmental management systems.

**HAZARDOUS WASTE GENERATION AND DISPOSAL METHOD BY REGION (METRIC TONS)\***

	APAC	EMEA	LATAM	NA	GLOBAL
Total hazardous waste generated	.12	90.98	0	35.73	126.84
Incinerated	0	12.44	0	0	12.44
Other/unknown	.12	6.98	0	23.69	30.78
Recycled/reused	0	71.56	0	12.04	83.61

\*Based on 18 percent of facilities by floor space that reported hazardous waste.

Our waste reduction targets support SDG 12.5 to substantially reduce waste generation through prevention, reduction, recycling and reuse.



## Water

Even though water isn't a material issue for us, we expect that water scarcity in some regions will eventually have an impact on our upstream supply chain. And although our water use is limited to employee consumption and facility maintenance, our operations could still be impacted in areas where living conditions deteriorate due to poor water availability or quality. Therefore, we'll continue to monitor water use in operating regions with high water-related risks. We also plan to include water alongside climate change in our 2019 asset-level risk evaluation.

During the reporting year, we didn't track water withdrawal by source. However, we've added these indicators to our metrics reporting procedure and expect to report them in the future. Where we share consumption of recycled water, it's been recycled by a utility provider, not onsite. We don't operate water treatment equipment at our facilities.

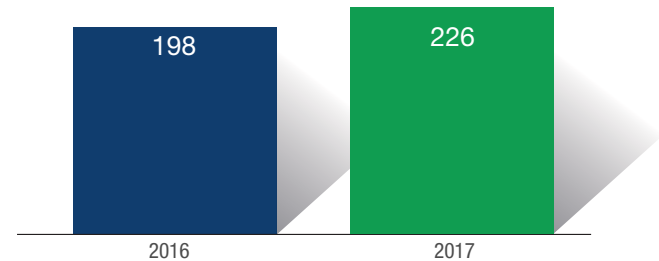
A significant number of our locations lack access to water use data from direct meter readings or utility invoices, especially where water consumption and cost is included in lease agreements. In some instances, facilities prorate potable water use based on headcount and an average regional consumption factor. In other cases, where sites prepay estimated amounts, we rely on prior year data for proration. Where invoices show cost, but not consumption, we make estimates based on regional per-unit water cost. In 2017, approximately 34 percent of sites by floor space didn't report actual or estimated water consumption, which is comparable to the reporting rate in 2016. Global water consumption, as reported, increased by nearly 14 percent in 2017.



	WATER CONSUMED INCLUDING RECYCLED/ REUSED (L)	RECYCLED/ REUSED WATER (L)	REPORTING RATE (BY FLOOR SPACE)
APAC	29,696,123	848,000	52%
EMEA	67,232,916	0	68%
LATAM	27,166,697	9,355,249	63%
NA	102,111,595	6,291,563	70%
GLOBAL	226,207,330	16,494,812	66%
Extrapolation applied*	340,702,850	n/a	n/a

\*Extrapolation by floor space isn't ideal for water use estimation, but in the absence of facility-level headcount data, it was our best option for approximating global water use.

### GLOBAL REPORTED WATER CONSUMPTION (MILLION LITERS)\*



\*As reported by 70 percent of global facilities in 2017

### ANNUAL WATER INTENSITY BASED ON REPORTED 2017 CONSUMPTION

Liters per USD revenue	.0049
Liters per capita	6,729.96
Liters per m <sup>2</sup>	123.19

## Energy and emissions

In 2017, customer inquiries regarding our environmental initiatives, particularly in emissions management, nearly doubled. It was also a year of extreme weather events that directly affected our own associates and their families. Accordingly, reducing energy and emissions remains our top environmental priority. We've exceeded our renewable energy target and increased participation in energy data reporting to over 95 percent from 86 percent in 2016, well above our 90 percent target. We've also become more efficient, reducing energy intensity by floor space, headcount and revenue. Unfortunately, as our business grew, our absolute emissions increased and we missed our 2017 emissions target by a significant margin. We aimed for a 10 percent reduction over our 2015 baseline, but only reduced absolute emissions by 1.85 percent. We've revised our targets through 2020 to get back on track.

Our management approach to energy and emissions consists of policies, measuring and reporting, setting periodic reduction targets, facility-level efficiency initiatives and continuous communication. We perform a site-level risk and awareness assessment every three years and reported the results of our 2016 assessment in last year's report. Since our CSR department is managed by just one associate, maximizing participation by all sites is an ongoing challenge. Nevertheless, the participation rate in data reporting and improvements in overall data quality indicate increasing awareness and interest at the facility level.

In 2016, we distributed a companywide survey to collect data on building efficiency projects and aggregated results. Due to time constraints, we were unable to repeat the process in 2017, but we've added a project tracker to our information management system, so that we can report more comprehensively in the future. In the U.S., we completed an external LED lighting upgrade, which is estimated to reduce purchased electricity by 1,084 gigajoules (301,120 kWh) per year and scope 2 emissions from carbon dioxide by 103,287 kg. These estimates are provided by the contractor based on average energy usage of existing lamps compared to energy usage of LED lamps.

In this section, we summarize global and regional energy and emissions data, but we also provide a breakdown by country in the appendix to assist our customers in evaluating performance at a more granular level. Ingram Micro doesn't sell electricity, heating, cooling or steam, nor do we generate energy onsite, so these indicators are excluded from our data set. Figures are based on energy used within the organization only, not outside it.

ENERGY FROM NONRENEWABLE FUELS (GJ)	2017 REPORTED CONSUMPTION
Natural gas	348,729
Gasoline	9
Diesel (stationary)	.96
Diesel (mobile)	8.51
Propane	1,461
TOTAL	350,209

ENERGY FROM RENEWABLE SOURCES (GJ)	2017 REPORTED CONSUMPTION
Solar	1,948
Wind	.5
Hydropower	4,897
Other (e.g., mixed renewables)	2
TOTAL	6,848

SCOPE 2 ENERGY USE BY SOURCE (MWH)	2017 REPORTED CONSUMPTION	2017 CONSUMPTION EXTRAPOLATION APPLIED
Electricity	154,948	156,169
Steam	476	476
Other	0	0



Total 2017 energy consumption

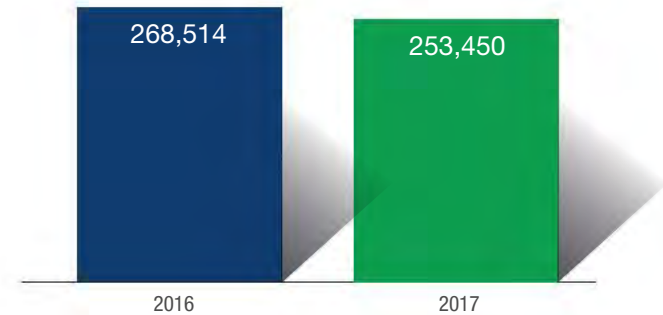
919,266 gigajoules

In terms of data quality, electricity figures are most reliable and reported by over 95 percent of facilities by floor space. For nonreporting facilities, we estimated usage by applying average per-floor-space-unit consumption in close geographic proximity (e.g., city or country) to the occupied floor space of the nonreporting facility. Sites located in multitenant administrative buildings apply the partitioning method to estimate annual electricity consumption based on occupied space and overall building consumption. Fuel consumption isn't reported as consistently as electricity consumption, but we're working to improve the process through continuous training and communication.

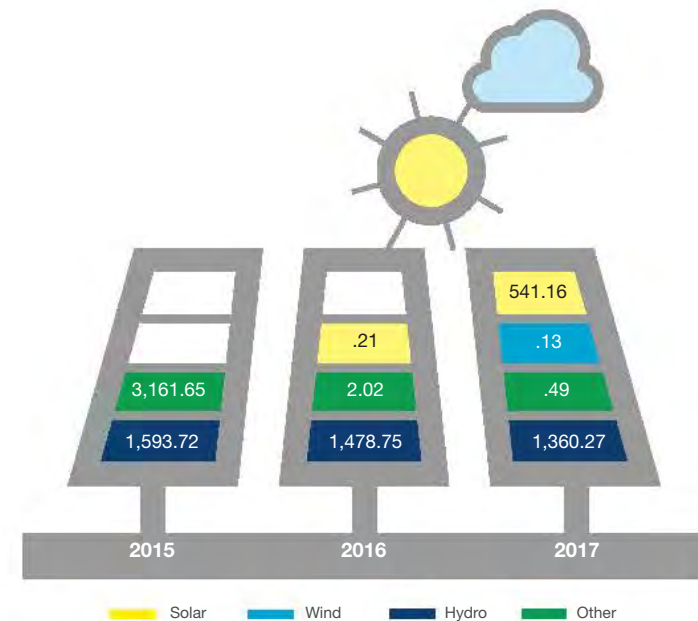
Data sources vary widely and include utility invoices, meter readings and verbal or written information provided by building owners. The latter has prompted a significant revision of our emissions inventory dating back to our 2015 baseline, after we detected an incorrect unit of measure (MWh versus kWh) in annual consumption statements for one site in the EU. In 2015 and 2016, the same facility also erroneously reported steam as natural gas. Ten other sites have also requested corrections to figures reported in 2015 and/or 2016, particularly revisions to scope 1 energy use. We're therefore presenting corrected emissions for all three years in this report.

We increased renewable energy consumption by 28 percent, far exceeding our target of three percent. Improved reporting in 2017 accounts for a portion of the increase, but more importantly, it was the first year we converted from select fossil fuel contracts to 100 percent renewable energy contracts. Still, renewable energy comprises less than one percent of our total energy use. We'll continue to set targets in alignment with SDG 7.2 to substantially increase the share of renewable energy.

### TOTAL ENERGY USE—FUELS, ELECTRICITY AND STEAM (MWH)



### RENEWABLE ENERGY TREND (MWH)





Our energy intensity decreased significantly per unit revenue, per employee and per unit floor space. Continued reduction in energy intensity aligns with SDG 7.3, which aims to double the global rate of improvement in energy efficiency by 2030.

We selected 2015 as our baseline year for our emissions inventory since it was the first year for which we collected comprehensive energy data from our worldwide facilities. Our inventory includes emissions from carbon dioxide, methane, nitrous oxide, hydrofluorocarbons and perfluorocarbons. We don't generate sulfur hexafluoride and nitrogen trifluoride emissions in our operations. We use the Greenhouse Gas Protocol for emissions accounting standards and the Second Assessment Report of the IPCC (AR4) for global warming potential (GWP) factors. Our emission factor sets include those of the U.S. EPA (eGRID), IEA, Climate Leaders (2015) and Defra (2015), depending on fuel type. Our consolidation approach for emissions is operational control for scope 1, 2 and 3. We use the unit converter of the International Energy Agency for converting units of measurement.

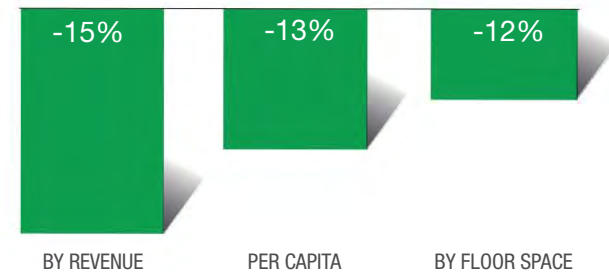
Our baseline inventory includes 550 metric tons in 2015 estimated emissions from HVAC and chiller systems, which we carried forward to 2016 and 2017. We intend to apply the simplified screening method every five years to evaluate our impact from cooling systems. In 2017, these emissions comprised approximately two percent of total scope 1 emissions and just over half a percent of combined scope 1 and 2 emissions. We've excluded R-22 from our refrigerant inventory in line with its phase-out under the Montreal Protocol. Our scope 3 emissions currently include only business air travel and electric power transportation and distribution losses.

Calculating a comprehensive scope 3 inventory would require significant additional resources, so for now, we'll focus on including emissions from operational waste by 2020.

### 2017 ENERGY INTENSITY (MWH PER UNIT)

	PER UNIT FLOOR SPACE	PER CAPITA	PER USD REVENUE
Total energy intensity	0.0128 ft <sup>2</sup> / 0.1380 m <sup>2</sup>	7.54	.000005435
Electricity intensity	0.0079 ft <sup>2</sup> / 0.0846 m <sup>2</sup>	4.62	.000003333

### 2017 REDUCTION IN ENERGY INTENSITY OVER 2016 (ALL SOURCES)

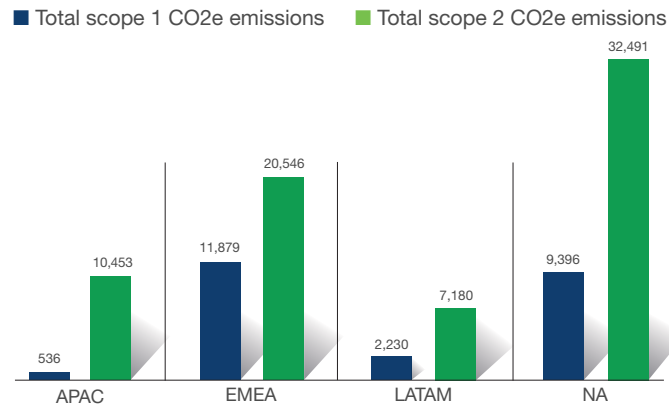




We continue to report emissions to CDP at the request of our customers and [publish our reports here](#).

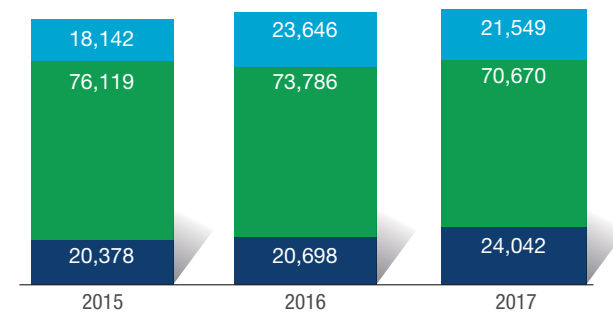
Our 2017 CDP score, as determined by ADEC, was C (Awareness), compared to the industry activity average of D (Disclosure). Most of our energy data is location-based, but we have some contractual instruments with power suppliers. We've not explored the availability of supplier-specific emissions factors, but intend to do so once our data collection process is more established and less time-intensive for our CSR department.

### 2017 SCOPE 1 AND 2 GREENHOUSE GAS EMISSIONS BY REGION (MT)



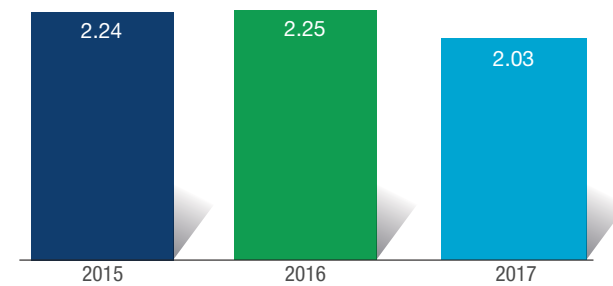
### GLOBAL GREENHOUSE GAS EMISSIONS 2015-2017\*

■ Total scope 1 CO2e emissions ■ Total scope 2 CO2e emissions  
■ Total scope 3 CO2e emissions



\*Scope 3 emissions only include emissions from business air travel and electric power transmission and distribution losses.

### COMBINED SCOPE 1 AND 2 EMISSIONS INTENSITY TREND (BY REVENUE)\*



\*MT CO2e per million USD

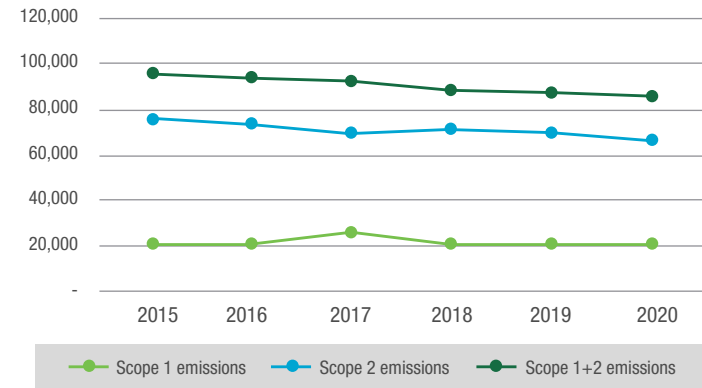


After correcting errors from previous years that have inflated our scope 1 inventory since 2015, we recalculated emissions reduction targets through 2020, using the SDA tool, V8.0 of the Science Based Targets initiative. While our focus remains on reducing absolute emissions, we're also adding intensity targets as a measure of efficiency. We communicate corporate targets to our global facilities and encourage them to set higher ones.

To provide our global facilities with flexibility to evaluate root causes of increases in 2017 and improve reporting accuracy, we're setting a corporate reduction target through 2020 in line with our science-based target. The shorter-term target we set in 2017 left too little room for us to identify issues and develop corrective action plans. This is due to the data collection process still being new to our facilities, limited CSR staff to perform data validation and analysis, and the large number of

global data providers with whom we communicate individually regarding discrepancies. We'll continue to track and report progress annually, and we'll adjust our targets each year based on performance.

### ABSOLUTE EMISSIONS TARGET TRAJECTORY THROUGH 2020\*




\*Actual emissions 2015–2017 and target emissions 2018–2020

TARGET	UNIT	2015 BASELINE	2017 TARGET	2017 ACTUAL	2018 TARGET	2019 TARGET	2020 TARGET	5-YEAR CHANGE
Scope 1 emissions	(mtCO2e)	20,378	20,323	24,042	20,070	19,824	19,586	-4%
Scope 2 emissions	(mtCO2e)	76,119	73,565	70,670	71,536	69,593	67,731	-11%
Scope 1+2 emissions	(mtCO2e)	96,497	93,888	94,712	91,606	89,417	87,316	-10%
Scope 1 carbon intensity	(kgCO2/m2)	11.35	11.06	13.09	10.92	10.79	10.66	-6%
Scope 2 carbon intensity	(kgCO2/m2)	42.39	40.03	38.49	38.93	37.87	36.86	-13%
Scope 1+2 carbon intensity	(kgCO2/m2)	53.74	51.02	49.89	49.74	48.51	47.33	-12%




# OUR GOALS


At a glance

**10%** 

Absolute GHG emissions reduction: **10%** by 2020 over 2015

**12%** 

GHG emissions intensity reduction: **12%** by 2020 over 2015

**5%** 

Increase in renewable energy: **5%** of total electricity consumption by 2020

**5%** 

Solid waste reduction: **5%** in 2018 over 2017

**25** 

Zero-waste-to-landfill sites: **25** by 2020

**5%** 

Reduction in occupational safety incident rate: **5%** in 2018 over 2017

**8.5%** 

Expand our global safety management system: **8.5%** in 2018 over 2017 (by floor space)

Ingram Micro, Inc.  
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Suite 100  
Irvine, CA 92612

For questions or comments about this report,  
please email [sustainability@ingrammicro.com](mailto:sustainability@ingrammicro.com).



**Appendix 3 – Ingram Micro Confirmed Resellers for Proposed NCPA Contract**

Company Name	Address	City	State	ZIP	Point of Contact	Phone	Email	Website
Ace Technology Partners	575 Lively Blvd	ElkGrove	IL	60007	Jaime Albizures	909-732-7803	jalbizures@acecomputers.com	Acetechpartners.com
ACP Creativit	529 North Monroe	Green Bay	WI	54301	David Pisani	920-438-0320	Dave.Pisani@cccp.com	https://cameracornergreenbay.com/
AlphaSix Corporation	21355 Ridgetop Circle, Suite 330	Sterling	VA	20166	Jill Williams	703-579-6479	Jill.williams@alphasixcorp.com	www.alphasixcorp.com
Alturna-Tech	2300 Glades Road, Suite 302E	Boca Raton	FL	33431	Paul Goldberg	561-452-6062	pgold@alturna-tec.com	www.alturna-tech.com
Applied Data Technologies	8515 Crown Crescent Ct	Charlotte	NC	28227	Terri Barnes	704-847-3000	Terri.Barnes@applieddatatech.com;	https://applieddatatech.com/
Aspire Technology Partners, LLC.	25 Jamesway	Eatontown	NJ	07724	Robin Schmidt	732-847-9562	teamaspire@aspiretransforms.com	www.aspiretransforms.com
Baum Control Systems Inc. D/B/A The Computing Center	15 Thornwood Drive	Ithaca	NY	14850	Mary Stazi	607-257-3524	mary@compcenter.com	Compcenter.com
Camera Corner Connecting Point	529 N Monroe Ave	Green Bay	WI	54301	Dave Pisani	920-438-0320	Dave.Pisani@cccp.com	www.cccp.com
Compulink Technologies, Inc.	260 West 39 <sup>th</sup> St. Suite 302	New York	NY	10018	Rafael Arboleda	212-695-5465	Governmentsales@compu-link.com	www.compu-link.com
Computer Integration Technology	2375 Ventura Drive	Woodbury	MN	55125	Chris Taylor	651- 450-0333	chris.taylor@cit-net.com	www.cit-net.com
Computex, Inc. d/b/a Computex Technology Solutions	5355 W. Sam Houston Pkwy. N., Suite 390	Houston	TX	77041	Richard Wedel	713-780-7580	rtwedel@computex.net	www.computex.net
Connection	730 Milford Rd	Merrimack	NH	3054	Bob Marconi	800-800-0019	bob.marconi@connection.com	https://www.connection.com/
ConvergeOne Inc.	10900 Nesbitt Ave S	Bloomington	MN	55437	Shala Pelloni	909-230-7072	Spelloni@convergeone.com	https://www.convergeone.com/
Corporate Technologies, LLC	6210 Bury Dr	Eden Prairie	MN	55346	Mary Bradford /Justin Stansbury / kevin Hankel	701-893-4000	Kevin.hankel@gocorpstech.com	www.gocorpstech.com
Corus360	130 Technology Parkway	Norcross	GA	30004	Dennis Taylor	770-849-3642	dtaylor@corus360.com	www.corus360.com
Daly Computers, Inc.	22521 Gateway Center Drive	Clarksburg,	MD	20871	Jeff DiBella	301-670-0381 ext. 455	jeff.dibella@daly.com	www.daly.com
DataBlue, LLC	1117 Perimeter Center West, Suite W406	Atlanta	GA	30338	Brad Bomar	404-919-6993	bbomar@data-blue.com	www.data-blue.com
Data Networks of America, Inc	216 Schilling Circle, Suite 104	Hunt Valley	MD	21031	Samantha Hittie, Partner Relations Specialist	443-589-9019	samhittie@datanetworks.com	www.datanetworks.com
Datec Inc.	364 Upland Drive	Seattle	WA	98188	Nhat Tran	206-575-1470	Nhat.tran@datecinc.net	www.datecinc.net
DH Technologies, LLC	161 Fort Evans Drive, NE, Suite 250	Leesburg	VA	20176	Chuck Spence	571-207-7600	chuck@dhtech.com	http://www.dhtech.com/
Electronic Systems, Inc.	369 Edwin Drive	Virginia Beach	VA	23462	John Hagerty	804-412-4449	John.hagerty@esi.net	www.esi.net
Enterprise Networking Solutions, Inc	2860 Gold Tailings Court	RanchoCordova	CA	95670	Chad Hodges	916-369-7567	chodges@ens-inc.com	www.ens-inc.com
Enterprise Technology Solutions, Inc	44288 Fremont Blvd.	Fremont	CA	94538	Samra Sylvia/ Donny Sheikh	925-271-0213/925-600-0340	sylvia@enterprisesol.com;Donny@Enterprisesol.com	www.enterprisesol.com
Four Points Technology	14900 Conference Center Dr., Suite 100	Chantilly	VA	20151	Denise Harrison	703-657-6108	dharrison@4points.com	https://www.4points.com/
Granville Associates d/b/a Vision Business Products	8540 Cinderbed Road Suite 100	Newington	VA	22122	Marty Kloss & Tom Worosz	412-276-3588 & 703-593-0966	mkloss@visionbp.com & tom@visindatacenter.com	www.visiondatacenter.com
IMPEX Technologies, Inc.	880 Apollo #315	El Segundo	CA	90245	Rajiv Shah	310-320-0280 ext 621	rshah@impextechnologies.com	www.impextechnologies.com
Information Transport Solutions, Inc. A Uniti Company	335 Jeanette Barrett Industrial Blvd.	Wetumpka	AL	36092	Tony Helton	334-567-1993	Tony.helton@its-networks.com	www.its-networks.com
Innovative Systems & Solutions, Inc.	2809 S. Lynnhaven Rd. Suite 250	Virginia Beach	VA	23452	Marie Davis	757-419- 2204	publiccontracts@abstechnology.com	www.abstechnology.com
InterDev, LLC	900 Holcomb Woods Pkwy	Roswell	GA	30076	Gary Nichols	770-643-4400	vendormanagement@interdev.com	www.interdev.com
IntraSystems, Inc.	35 Braintree Hill Office Park, Suite 302	Braintree	MA	2184	Paul Kunze	781-986-1700	pkunze@intrasystems.com	www.intrasystems.com
Itsavvy LLC	313 South Rohlwing Road	Addison	IL	60101	Brian Fields	630-396-6305	bfields@itsavvy.com	www.itsavvy.com
Main Street Technologies	POBox4000(allmail), 954 Bret Harte Road	Angels Camp	CA	95221	Heidi Mackintosh	209-736-2712	heidi@main-street-tech.com	www.main-street-tech.com
Mvation Worldwide Inc.	70 Glen St. Ste. 260	Glencove	NY	11542	Barry Weinstein	408-688-5060 ext. 104	bnw@mvation.com	www.mvation.com
Netsync Network Solutions, Inc.	2500 West Loop South, Suite410	Houston	TX	77027	Deborah Drake	214-601-8955	ddrake@netsyncnetwork.com	www.netsyncnetwork.com
RA Networks	555 Spirit of St. Louis Blvd	Chesterfield	MO	63005	Heather Keeney	636-449-5005	hkeeney@provisionsds.com	www.provisionsds.com
Safari Micro	2185 W. Pecos Rd. Ste 9	Chandler	AZ	85224	Matt Kozlowski	480-360-1018	Matt.kozlowski@safarimicro.com	Safarimicro.com
Synergy IT Solutions	7871 Lehigh Crossing #1	Victor	NY	14564	Alan Knapton	585-758-7220	aknapton@synegyits.com	www.synegyits.com
Technology Integration Group	10247 Flanders Ct	San Diego	CA	92121	Georgia Vasilion	562-279-0950 x 4962	contractadmin@tig.com	www.tig.com
Tec-Refresh, Inc.	800 North Haven Avenue, Suite 250	Ontario	CA	91764	Efrem Gonzales	909-693-4011	Efrem.gonzales@tec-refresh.com	https://www.tec-refresh.com/
Trinity3 Technology	2550 University Ave. W. Ste 300	St. Paul	MN	55114	Eric Ogden	651-888-7922	eogden@trinity3.com	www.trinity3.com
Unistar-SparcoComputers, Inc.	7089 Ryburn Drive	Millington	TN	38053	Soo TsongLim	(O)901-872-2272Ext820, © 662-422-0555	lim@sparco.com	Sparco.com
Universal Data, Inc.	1312 Distributors Row	New Orleans	LA	70123	yes	504-523-1466	sales@udi.com	www.udi.com
Vertikal6, Inc.	30 Service Ave	Warwick	RI	2860	Johna Krushnowski	401-825-4412	johna@vertikal6.com	www.vertikal6.com
Yeo & Yeo Consulting	5300 Bay Road	Saginaw	MI	48602	Jeff McCulloch	(989) 797-4075	jefmcc@yeoandyeo.com	www.yeoandyeo.com
ITS (Information Transport Solution)	335 Jeanett Barrett Industrial Blvd.	Wetumpka	AL	36092	Jeff Drury	(334) 567-1993	jeff.drury@its-networks.com	https://its-networks.com/
TFE Connect	658 Alliance Pkwy	Hewitt	TX	76643	Teri Anderson		teri.anderson@tfeconnect.com;	https://www.tfeconnect.com/