

Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

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

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

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

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

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

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

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

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



Competitive Solicitation by
Region 14 Education Service Center
For
Advanced Technology Solutions Aggregator
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 18-19



National Cooperative Purchasing Alliance

Introduction / Scope

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

Instructions to Respondents

◆ Submission of Response

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

◆ Required Proposal Format

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

◆ Binder Tabs

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

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

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

◆ Formation of Contract

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

◆ NCPA Administrative Agreement

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

◆ Clarifications / Discussions

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

◆ Multiple Awards

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

◆ Past Performance

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

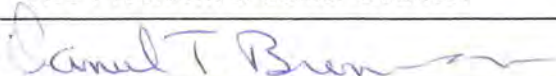
Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

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

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 01-97, 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.

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

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

◆ General Provisions

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


National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 701273

Signature: 

Date: August 1, 2019

Vendor:

SYNNEX Corporation

Name: Daniel Brennan

Title: Vice President & Senior Counsel

Address:

Signature: E-SIGNED by Daniel Brennan on 2019-08-09 08:32:24 EST

Date: August 09, 2019

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Greenville,
State of SC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☒ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☒ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Jennifer McEachern

Title: Contracts Management Supervisor

Company: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City: Greenville State: SC Zip: 29615

Phone: 864-349-4079 Email: jennifermce@synnex.com

▪ **Purchase Orders**

Contact Person: Cory Fortune

Title: SLED Contracts Business Development Manager

Company: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City: Greenville State: SC Zip: 29615

Phone: 864-349-4560 Email: coryf@synnex.com

▪ **Sales and Marketing**

Contact Person: Cory Fortune

Title: SLED Contracts Business Development Manager

Company: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City: Greenville State: SC Zip: 29615

Phone: 864-349-4560 Email: coryf@synnex.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.

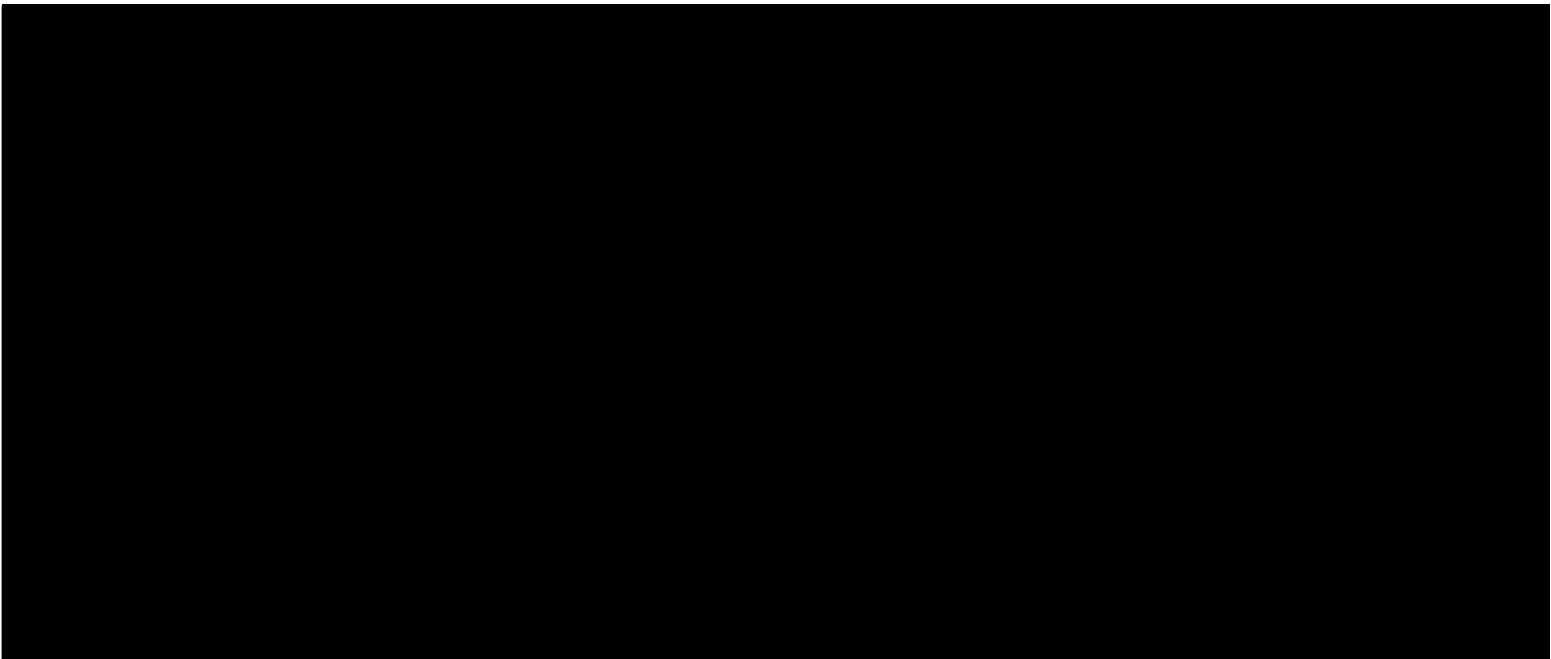
☒ Yes ☐ No

- 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



Tab 4 – Vendor Profile

Company's Official Registered Name: SYNnex Corporation

Brief History of Company:

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

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

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

Our Services

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

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

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

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

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

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

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

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

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

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

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

Our Operations

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

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

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

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

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

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

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

Sales Teams

SYNNEX Sales Team is available Mon. through Fri. 8 AM to 7 PM EST.

Additional coverage time needs can be discussed on an individual basis.

Support day-to-day activity, including but not limited to:

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

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

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

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

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

Technical Support

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

Global Presence

Over 90% of 2018 revenue generated in North America
Focused IT distribution strategy for the United States and Canada
16 distribution facilities in North America (US/Canada/Mexico)
Regional strategy designed to lower shipping costs and to reduce delivery times to customers
Utilize sizeable offshore workforce to reduce costs
New expansion of distribution business into Japan
Acquisition of InfoTech, the third largest distributor in the third largest economy
Leveraging SYNNEX cost efficiencies and scale
Global BPO centers allow for 24/7 operations (North America, Central America, Asia, and Europe)
SYNNEX outsources our Tech Support for Direct TV in the Pacific Rim
SYNNEX outsources our Tech Support for Linksys, a division of Cisco
Acquired Westcon Comstor in 2017

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

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

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

Corporate Headquarters: Fremont, California

Sales Headquarters: Greenville, South Carolina

Warehouse Locations:

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



Years in Business/Reputation/References

Quick Facts

Established: 1980
Chief Executive Officer: Dennis Polk
Corporate Headquarters: Fremont, CA
Traded: NYSE (SNX)
Duns #: 112375758

Reputation

Fortune 158 Corporation
Rated #1 in Relationship, Price & Availability by CRN
Rated Best Channel Strategy Gartner
Honored at HP's 2012 Americas Partner Conference with the prestigious "Partner in Excellence Award" for HP Distributor Growth 3 years running
<http://ir.SYNNEX.com/releasedetail.cfm?ReleaseID=568439>
Intel's #1 volume Distributor

Excellent Public Sector Past Performance and Program Management

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

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

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

References

SYNNEX helped design and build what was then the world's largest Super Computer, housed at Lawrence-Livermore Labs
Helped design and build the Facebook Data Center
Past performance includes builds for Blue Coat and Sun Microsystems
Delivered 15,000 desktop units to USDA (8,550 total orders were consolidated to 60 invoices)
Delivered 25,000 CTO desktops on a rollout basis in 30 days
Involved with Raytheon/CSC desktop refresh project (over 15,000 desktop units)
132 consecutive quarters of profitability
Datacenter OCP builds for Amazon and Facebook
Dedicated Sales Teams/Quoting Process/Hours of Operation/Global Presence

Reseller and Business Enablement Services

SYNNEX provides numerous reseller and business enablement services, including:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dun & Bradstreet Number: 11-237-5758

Company's Organizational Chart of our Team:

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

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

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

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

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

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

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

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

Corporate Office Locations

Corporate Office: Fremont, CA

East Coast Sales Office: Greenville, SC

Midwest Sales Office: Dallas, TX

Distribution Centers: Fremont, CA; Las Vegas, NV; Atlanta, GA; Dallas, TX; Chicago, IL; Olive Branch (Memphis), MS; Chantilly, VA; Los Angeles, CA; Carson, CA; Miami, FL; Keasby, NJ

Integration Facility: Olive Branch, MS

Key Contacts:

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

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

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

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

Standard Terms of Payment:

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

Who is our Competition in the Marketplace?

Ingram Micro; Tech Data; Arrow; Avnet

What differentiates our Company from Competitors?

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

Describe How your Company will Market this Contract if Awarded.

SYNNEX has a significant amount of experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include a number of facets addressing both resellers and endusers. Although we don't sell direct to endusers, we do have a team that provides enduser demand generation through call out campaigns; print/mailers; e-mail; website contract landing page and an electronic storefront offering. For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most responsive/responsible resellers selling into State and Local Government, K-12 and higher education nationwide. To date, we have identified 50 resellers and will use this list to identify those resellers we want to authorize on the contract. Likewise we will do this nationwide and include higher education institutions and state/local government sales as well. In this way we can ensure we have the

correct "feet on the street" in all areas covered by NCPA. With this select group of resellers, we will implement regular trainings to ensure they understand the NCPA contract and the target audience. Ongoing efforts will be to establish a regular sales meeting cadence in which we review sales efforts, pending opportunities and any issues. Manufacturers and their local sales teams will likewise be engaged to assist in the identification of opportunities and special pricing. We will provide support for table top shows, collateral and web landing pages for our participating resellers. Ultimately, we see our role as an IT distributor to provide all of the tools a reseller will need to increase their sales on this contract and to help develop the partnership with the vendor and their field sales teams. SYNEX will also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

Marketing this contract will include a number of simultaneous activities:

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

Describe How you Intend to Introduce NCPA to your Company

Contract Management Summary

Award

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

Recruitment

Identify Resellers: Vendor lists; SYNEX POS; Sales Manager's; OSRs prior to award
Training: onsite; online; webinars
Establish eligibility requirements
Sign participation agreement

Contract Management

Monthly contract review by SYNEX contracts team - the good, the bad and the ugly
Monthly status calls with each participating reseller
Quarterly cadence calls with the contractor community
Ongoing calls with participating vendors to update/revise strategy.

Initial Kick off phase-

Upon award, communicate to vendor and internal vendor PM/BDM teams
Put together contract terms and conditions; pricing calculator; price file
Review administrative requirements
Set e-mail aliases
Webpage development-contract details, calculator, location for vendor ads, forum, Q&A
Determine vendor's strategy and reseller engagement; special pricing
Establish reseller qualifiers, sales minimums, agreement
Identify reseller candidates via POS, ISRs, OSRs and vendor input
Contact reseller
Require business plan/marketing plan
Conduct trainings via webinars of resellers, sales reps, BDMs, PMs and vendor
Possibly conduct joint road shows to promote/train
Press release
Marketing materials for resellers

Ongoing management-

Trainings/webinars - initially and ongoing
Product refresh - marketing and communication
Business development-slip/gain report for both reseller and vendor
Business development-monthly sales report to vendor with email updates
QBR for reseller (or as needed)
QBR for vendor
Vendor seasonal pricing for this community
QBR webinar for reseller community
Marketing events
Updating Reseller database with contact information

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

Describe your Firm's Capabilities and Functionality of Your On-Line Catalog/Ordering Website

See attached pdf document

Describe your Company's Customer Service Department

SYNNEX Customer Service and Return Policy

PRODUCT RETURNS Return requests may be submitted through the following channels:

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

EMAIL: CSHELP@SYNNEX.com

WEBCHAT:

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

REQUIRMENTS

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

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

PROCDEURES

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

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

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

Green Initiative

Environmental Services

Recycle, Disposal, and Asset Buy-Back Overview

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

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

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

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

- Safe and compliant removal of assets and destruction of data
- Competitive offers for all hardware recycling, often including buy-back estimates
- Single point of contact for the entire project, from initiation through completion
- Tailored services to meet each client's individual needs
- Options for on-site data destruction

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

Assets Commonly Recycled

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

Green Solutions

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

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

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

What is the value of Green IT?

Ability to identify IT projects that are eligible for electric utility rebates and to manage the paperwork process seamlessly.

Allows you to offer a Green IT solution in your services portfolio, showcasing your business as socially-conscious.

Manage customers' EOL assets through our E-waste recovery and recycling service that pays you for supporting a greener planet.

What are some of the features of SYNEX Green solutions?

Seamless management of the application process to obtain eligible rebates from participating electronic utilities

All products meeting ENERGY STAR or EPEAT ratings are identified in ECExpress and on our specific Green IT linecard

PO level and custom energy-saving calculators help you define cost savings to support ROI conversations

Development of custom Green IT Roadmap for complex or larger opportunities

Repository for third-party research and white papers you can leverage to develop a foundation for customer discussions



Web SYNEX.com Search...



New Reseller Application

Login ECEXpress

Home About SYNEX SYNEX Global Services Investors Vendor Portal Contact Us

Services Center

IT Distribution

Integration

Contract Assembly

Financial

IT Support

eSolutions

Overview

Web Services/XML

ECExpress

B2B/eCommerce

Mobile Applications

eStorefronts

Customer Services

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

Web Services/XML

Increase your business capabilities by integrating easily into ours.

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



Mobile Application Development iPhone/Android/Blackberry/Palm

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



Grow Your Sales using ECExpress Your one-stop eCommerce site with us.

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

Personalized Online Storefront

We host your specialized store for you.

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

Electronic Services (EDI/FTP)

The best pricing, availability, and product specifications.

Use B2B/eCommerce (EDI/FTP) to connect directly to our ERP system.
Use our wide array of services to receive the most accurate and up-to-date product information.

Make your business leaner and faster

Email us at: eSolutions@synnex.com

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Introduction



Now your customers can buy online directly from you.

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

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

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

Now accepting:



Highlights



Offer your customers every SYNEX product, or pick your categories

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

You have access to more than 100,000 skus.



Set pricing for some or all of your customers.

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

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

[Top](#)



eStorefrontmall.com can mirror your brand



Order Management Controls are Built-in

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



Show product images, specifications and accessories/add-ons

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

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

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



Real-time pricing and availability

SYNNEX's own inventory numbers display.

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



Promote products by offering online coupons

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

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



Secure online ordering gives customer peace of mind

eStorefrontmall.com comes with [Verisign security](#) and [PCI compliance](#), so customers don't have to worry about their sensitive information being compromised.

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



Customers can track their own orders

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

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



Business reports give you insight about who's buying what

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

Features

Setup and Maintenance

Item

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

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

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

Includes Search and Add to Shopping Cart functionality

Secure checkout (Verisign and PCI compliance)

Ability to accept coupon codes and special bid numbers

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

Set your pricing, down to the sku level

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

'Green' product search included

Default shipping method and optional shipping methods (as upgrades)

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

Realtime Inventory display from all SYNnex warehouses?

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

SYNnex Helpdesk assistance by phone/email

Order Processing and Billing

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

Pricing

Initial setup fee = \$99

Monthly maintenance fee = \$199

Here are the benefits you get with eStorefrontmall.com:

1) A Proven eCommerce Platform

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

2) Security for your customers and for you.

eStorefrontmall.com offers the following security features:

- Payment Card Industry (PCI) Security for enhanced payment card data security.
- VeriSign – our sites are VeriSign secured
- Sensitive information is transmitted by Hypertext Transfer Protocol Secure (HTTPS), providing encryption and secure identification.

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

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

[Top](#)

4) Evolving platform

When you look at partnerships, you need to feel comfortable knowing your partner grows with you. Your Storefront is maintained in-house by experienced SYNnex staff. eStorefrontmall.com evolves based on requests from other customers. You gain the added benefit of better tools and upgrades.

With eStorefrontmall.com, you don't have to worry about building your own eCommerce store or maintaining complex software. The same platform you use to order from SYNnex is what you can offer your customers. You can concentrate your efforts on giving your customers the attention they need, and they can place orders whenever they want, at any day/time they want.

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TAB 5 – PRODUCTS AND SERVICES

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

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



SYNNEX CORPORATE 2019 LINE CARD

Corporate Headquarters

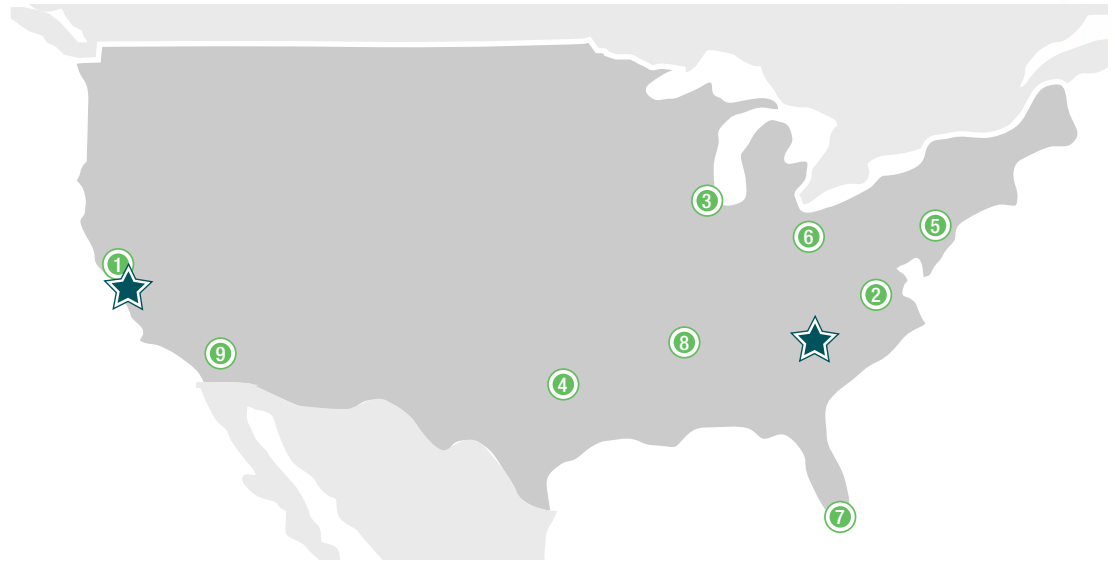
Fremont, California

Sales Headquarters

Greenville, South Carolina

Warehouse Locations

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



*ISO-9001-2000 Manufacturing Facilities

ADVANCING IT INNOVATIONS

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

SERVICES

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

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

INFRASTRUCTURE

Components East
800.444.7279

Components West
888.756.4888

Government Sales
800.456.4822 Ex. 4007

Security Sales
800.444.7389

Leasing
800.451.5744

POS Solutions
800.753.6927

Customer Service
800.756.1888

OEM West
800.756.7888

CTI Products (Sales)
800.444.7359

Regional Office
800.756.5974

SMB Sales Group
855.899.0050

Supplies & Accessories
888.223.1164

Software
866.226.7532

License Online West
800.414.6596

**License Online Central/
East**
800.432.6980

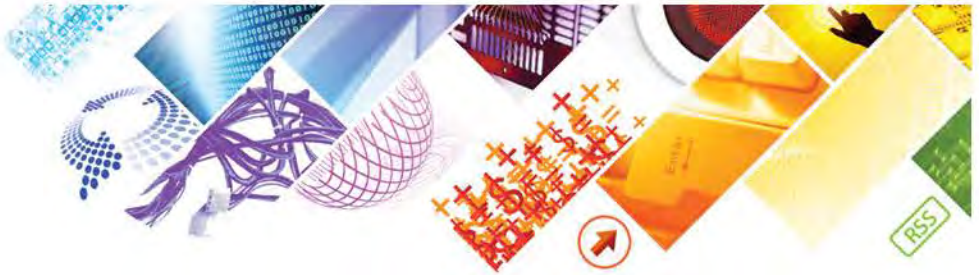
Auto ID / POS Sales
800.950.5974

**ICG Security &
Wireless LAN**
800.688.0751

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2019 LINE CARD

10ZiG
2FA
3D Classroom
3D Systems
3M Touch
3M Mobile Interactive Solutions
3S Vision
3VR
4D Global
4Sight
6fusion
65bit Software
911 Enable

A Deeper View
AAEON Electronics an ASUS Company
ABBY Software ESD
Absolute Software
ABVI
Access Data
Accessory Power
Accortec
Accu-Tech
Accuvision
Acer
Act-On
Actian
Actifio
Actineon
Actiontec
ActivIdentity Envoy
Actsoft
Acuo Technology
Adaptac
Adaptiva
Adata
Add-On Computer Peripherals, LLC
Addlogix
Addmaster
ADESSO
Adlink
Adobe
Adrem Software
ADS Technologies
Advanced Input-Esterline
Advantech
Aegis Micro/Formosa- USA
Aerohive
Aetherstore
Afco Systems
After Mouse
AG Antenna
Agema
Agosto
Airclass
Akitio
Algo Communications
Alibaba Cloud
AlienVault
Alive Studios
Allen Systems Group
Allied Telesis
Alloccacoc
Alloy
Allround Automation
ALLSOP
Altair Engineering
Altaro
Althon Micro
Altia Systems
AltiGen
Aluratek
Ambir Technology
AMD/ATI Fire
Amer Networks (formerly Freedom 9)
Amico Accessories
AML
Amped Wireless
Amphenol
AMX
Amzer

Anacom Medtek
Anchor PD
ANCORA
Anthro Corporation
Antop Antennas
Anuta
Aomata
Aopen
AppAssure
Appspace
APC
API
Aporoto
AppCom Solutions
Appistry
Apstra
Aquarius
Arbor Networks
Architext
Arclyte
Arctic Cooling
Areca
Aristo Flatbed Cutters
Armoractive
Armored Shield
Array Networks
Artisan
Artisan Infrastructure
Aruba Networks
Arxscan
Asante Networks
ASG
Aspect Software
Aspire/Standzout
Assist Education
Astro Gaming
ASUS
Asus CE
Asus Notebook
AT&T
Atdec
Aten Technology
ATI Graphics Cards
Atlantis Computing
Atrack
ATX
Audio Fetch
Audio Messaging Solutions (AMS)
Augmentix
Aurora Multimedia
Auslogics
Authen2cate
Authlogics
Autotask
Avanquest
Avaya
Avenues
Avermedia
Aviva Solutions
Axiom
Azend Corporation
Azpen

B+B Smartworx
BAE Systems
BAK USA
Bamboo Solutions
Bandura Systems
Bandwidth
Baracoda/Ingenico
Barco Medical
Barcoviev
Barnes & Noble
Barracuda Networks
Basler
Battery Technology
Bay Dynamics
Bay Technical Associates
BCDvideo
Becrypt
BedPhones

Bedwell Technologies
Belkin
Bematech
BenQ
Best Minds
Best Mounting/AFC
Better Energy Systems
Beyond Trust
Bidwell Technologies
Big Switch
BioTeam
Bitflow
BITS Ltd.
BitTitan
Bixolon
Black Box
Black Box Retail Services
Blocks
Blue Ant Wireless*
Blue Coat
Bluebeam
BlueData
Blueforce
Boardshare
Body Solid
Booz Allen Hamilton
BorderWare
Bosch Comm
Bouncepad
BoxIT
Brady People ID
Braggables/MJ Mitchell Consulting
Brainboxes, Ltd
Braven
Brenthaven
Bretford
Bretford Manufacturing
Bridge Communication
Brocade
Brother
Brother Mobile Solutions
BTH2
Buffalo Technology
Bump Armor
Bunce
Bush Industries
Business Logic
Buslink/Global Silicon
BYTECC

C2G
Cable Manufacturing
Cables Unlimited
Cachengo
CalAmp
Cambre Products
Canon
CAPSA Healthcare
Carbonite
Card Scanning Solutions
Case Power
Casio Projectors
CBM Metal
Celestix
Cenomax
CENTON
Centrify
Century Software
Certes Networks
Champion Solutions
Champion Systems
Channel Vision (Custom Installation)
Chargtech
Chassis Plans
Check Point Software
Checkpoint Security Systems
Chef Software
Chelsio
Chenbro
Chief Manufacturing
Ciena

CIG
Cilutions
Cinemassive
Cisco
Clearcenter
ClearColor Ink
Clearone
Club3D
CME
CobWebs
Coby
CognitiveTPG
Cognito
Comcast Business
Commvault
Component One
Compu-Lock
Compulocks Brands
Compunetix
Computer Instruments
Computer Security
Computer Warranty Services
Comsquard Systems
Conarrative
Connection-E/Trifusion
Context Americas
Convertertechnology
Conveyant Systems
Coolmax
Copernicus
Core Security
Corel
Corente
Corilogix
Corologix
Corsair Micro
Cortado/Thinprint
Cplane
CPR Tools
CradlePoint
CraftUnique
Creative Labs
Creston
Crimson AV
Crimson Technologies
Crosstec
CRU-Dataport
Crucial Technology
CruDataport
CSDC
CTA Digital
Ctera
Cumulus Networks
Curriculum Loft
CXTEC
Cy-Fi
Cyberlink.com
Cybernet Manufacturing
CyberPower
CYBERPOWERPC
Cybertron PC
Cybric
Cycle Computing
CYCLONE
Cylance
CYREN

D-Link
Da-Lite Screens
Dahle
Daktech

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2019 LINE CARD (CONT.)

Damac
Dane Elec Corp
DAQRI
Data Drive Thru
Data Motion
Datacore
Datago
DataLocker Inc
DataLogic
Datamax Media
Datamax Software Group
Dataram
Dataxoom
Datel
Datera
Daymen Inc.
Decoded Bags
Definitive Technology
Déjà vu Security
Delphi Display Systems
DENAQ, Inc
Deployable Systems/Hardigg
DestructData
Devolutions
DH2i
Diablotek
Dialogic
Diamond
Diamondback Fitness
Dicota
Digedu
Digi International
Digistor
Digital Guardian
Digital Highway
Digital Peripheral Solutions dba Q-See
Digital Storm
DigitalPersona
Digium
Direct Dimensions
Distinow
Distrix
Docker
Doculex
DOD Tech
Dot Hill (eNex Systems)
DP Solutions
Draper
Drawp
Drobo
Dropbox Enterprise
DS3
DT Research
Dyconn
DYMO
Dynamic Systems

E-Sponder
Earthwalk
Eastman Kodak
Easy Tempo
Eaton Corporation
ECO STYLE
ECO TREND Cases, LLC.
Ecosol Solar Technologies
ECS Composites
Edge-core Networks
EDGE Memory
Edgeline Technologies
Edgewater Networks
Edgewave
Edigin
Education Collaborators
Educational Collaborators
EJ Technologies
Ekahau
Electroboard
Electrorack
Elegant Packaging

Elite Screens
Elliptical Mobile
Elmo USA
Elsa Group
Emathsmasters
Emerge
Encore Networks
Encore Software ESD
Encounter Pointe
Endor AG / Fanatek
ENET
EnGenius
Engineered Network Services
Enlight
EnMotus
EnovateIT
EnterpriseDB
ENTRUST
Envoy Data Corporation
Epson
Equus/Mirus Innovations
eReplacements
Ergotech
Ergotron
Ericom
Erwin
Esker
eSpark
ESTERLINE
Evault
Event Builder
Everfocus
Everki
EVGA
Evolis
Evoluent
Evolve III
Ex Point
Exablaze
Exablox
Exabyte
Excelero
Exorvision
Explain Everything
Extensis
Extenua

F5 Networks
Fabcon
Faction
Fargo Electronics
Faxback
Fellowes
FiatLux
Fidelis Cybersecurity
Filewave
Finisar
FireEye
Firemon
Firich/FEC
First Data
First Mobile Technologies
Fishtree
FivePoint
Fixmestick
Flexa Cutters
Flexa Dye Sublimation
Flexera Software
ForensIT
ForeScout
Foreseeson
Formax
Fortinet
Foscam Digital
Foxit
Freedom9
Frontrow/Phonic Ear
Fuji Film
Fuji Film Recording Media

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

Gamber Johnson
Gammatech
Garland
Garmin
Gateprotect
GBC (a division of ACCO Brands)
Gefen
Geist Manufacturing
Gemalto Envoy
General Imaging
Genesis One
GeorgeJon
GETAC
GFI
Gigabyte
GiiNii
Glacier Computer
Global Environ. Svcs
Global Knowledge
Global Marketing Partners
Global Silicon Electronics
Gluster
GoGuardian
GoldTech
Goldtouch
Good Technology
Google
Graphus
Gridless Power
Griffin
GRS Weigh
Gryphon
Guardian Edge
Guidance Software
Gumdrop
Gvision

H&R Block ESD
Hannspree
Hapara
Hayes Software
Havis
Headplay
Healthcare Information (HCI)
Healthpostures
Hedvig
Hercules/Thrustmaster
Heritage Travelware
Heritage Travelware - Kenneth Cole
Hewlett Packard Enterprise
Hi-Fi Works
Hi-Value Toners
HID Identity/Synercard
High Wire
Higher Ground/HGGEAR
HiKVision
Hitachi Global Storage
Hitachi Hard Drive
HL Corporation/Flicker
HNC Virtual
Howard Medical
HP Inc
HQ Cam
HSM of America
HTM -Vertagear
Huawei
Huawei Device USA
Huddly
Humanetics
HumanScale
Hypersign

Hyundai

I-Blason
I'm SPA/I'm Watch
I/O Magic
i3 International
i3 Technologies
ICOP Digital
IDAPT
Idera
IGEL
IGI
IKAN Corp
iKEY
Imageware
Imagine Technologies
Imagistics
Imation
IMC Networks
Imperva
InBoxer
Incase
Incipio
Incisive Software
Independence IT
Independence IT
Indigo
Industry Weapon
Infinitat
Infoblox
Infocase
InFocus
InfoPrint
Informa Software
Infosoft-Fusion Charts
Infrascale
Ingres
Inkjetwarehouse
Inland Products
Innergie
Innovative Card Scanning
Innovative Office
Inseego
Insperity
Instant Technologies
Insulfab
Integra Networks
Integral
Intel
Intelligent Computer Solutions
Intelligent ID
Intellinet
Intuit ESD
Intuition
INUVIO
Inwin
ioFabric
Iogear
IOLO ESD
Iomega
Iosafe
IP Home Products
iPearl
IRSA Video
ISI
iStabilizer
iStarUSA
iStorage
IT In Motion
ITWorx
Ixia

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IXsystems
iYogi USA

Jaco
JAR Systems
Jaspersoft
Jatheon Technologies Inc.
Jaton
Jefa Tech
JetBrains
JMR Electronics
Joro
JPL
Juicepresso
JungleDisk
Juniper Networks
Just Systems Canada
JVC

Kaminario
Kanex
Kanguru
Kantek
Karv Flatbed Cutters
Kaser Corporation
Ken-a-vision
Kensington
Kerio
Keyovation
Keyscan
KeySource International
Keytronic
Kinesis
Kingston
Kingston Digital Inc
Kingston Distribution
Kinyo
Kitenga
Klas Telecom
Kleen Concepts
Knowledge Management Association
Koamtac
Kobian
Kobian
KODAK
KOM Networks
Komprise
Konftel
Konica Minolta
Kramer
KSI Data Sciences
KSI Envoy
Kwikset
Kyocera

LaCie
LandAirSea
Lanier
LapCabby
Laplink Software
Lasershield
Launchpad
Lawson Screen
LD Smart
Learn21
Legrande
Leica Geosystems
Lenovo
Lepide
Let's Gel
Level Platforms
LexisNexis
Lexmark
LG Electronics
Liaison
LifeSize
Lightspeed Systems
LigoWave
Likewise

Lilee
Lind Electronics
Link Depot
Linksys
LinkSystems
Linoma
Listenwise
Lite-On
Litronics Envoy
LittleBits
LiveTiles
LMI Solutions
Location Based Technologies
Lockdown Tech
Lockncharge
Loctek
Logbar
Logicube
Logitech
Longse
Lowry Software
Lsquared
Lumisource

M360
M&A Technology
Maclocks
Macro Image Technology
Magellan
Magix Software
Magma
Magnetic 3D
Magtek
Mainpine, Inc
MakeSense
Makitsco Displays
MMF POS
Man and Machines
Managed Objects
Manhattan
Mariner Software ESD
Markware
Materialise
Matrox
Maxell
Maxta
Maxtor
Maxtrak
MaxxFi
McAfee
Mediatech
medM
Mellanox
Memorex
Memorex Electronics
Memory Experts
Meridium
Merkury
Message Labs
Message Logic
Meta Company
Metadot Corp
Metafuse dba Project Insight
Metrologic
Metropolis
Metrovac
Mettler Toledo
MicroMicr
Micron
MicroPac Technologies
Microsoft
Microsoft ESD
Microsoft Hosted Exchange
Microsoft OEM
Microsoft Retail
Microsoft Surface
Microsoft Surface Hub
Milestone Systems
Mimo Monitors

Minicom
Minuteman Power Technologies
MIO Technologies
Mirantis
Mita
Mitsubishi
Mitsubishi Digital Electric America
Mizco
MJ Mitchell Consulting/Braggables
Mobelisk
Mobile Action Technology, Inc.
Mobile Demand
Mobile Edge
MobileMark
Mobiltrackr
Mobisystems
Mohawk USA
Mojo Networks
Monitors In Motion
Monnit
Monoprice
Moonwalk
MooreCo, Inc
Mota
Motion Computing
Motorola Phones
Motorola Solutions
Movavi Software ESD
Movea
MPak
MS - Cash Drawer
MSE
MSI Gaming Laptops
MSS Software
Multi-link
Muratec
Mutare
MyCDesk (Elyone)
MyStemKits

N1 Critical
N-Able
Nanonation
Ncipher Envoy
NCP Engineering
NDS Surgical Imaging
Nearpod
NEC
NEC Corporation of America
NEC Display Solutions
NEC Servers
NEC Software
NEC Storage
Nervepoint
Neschen Americas
NetAccess
Netcomm
Netgear
Netis Systems
Netlib
Netmotion
Netop
Netsparker
Netsurion - Eventtracker
Network Equipment Technologies
Netwrix
Neverware
Newell Co-Sanford
Newline
Nexenta
NexGen
Nicware/Niclabel
Niko Electronics
Nimbus Data Systems
Nitro PDF
Noble Locks
Nodeprime
Nokia
Nor-Tech

Norcent
Notable Solutions, Inc.
Novastor
Novuscell Batteries
Now Micro
Nuage
Nuance Communications
Nuance Dragon Medical
Numonix
Nvidia

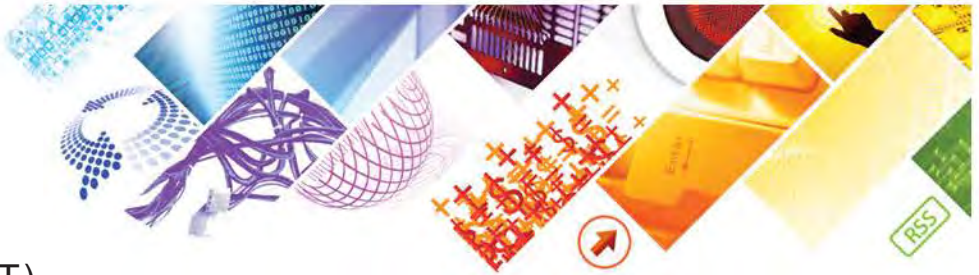
O'Neil Printers
O2 Security
Objectworld
Observint
Obsidian
OCN Labs
OCSys
Octa
OCZ Technology
ODIN Technologies
Ohbot
Okidata
Olea
OLIXIR Envoy
OminScan 2
OnCue
OneWorldTouch
OnSSI
Onyx Graphics Inc
Oomi
Open-E
Open-Xchange
Opengear
OPS Solutions
Optimum
Optoma
Oracle
Original Power
OrionVM
Ortronics
OSNEXUS
Otter Products
Otto
OutSystems
Overland Storage
Oxcyon

Packaging Strategies
Packet 8
Packetviper
Paessler
Palo Alto Networks
Panasonic
Panasonic Communications
Panasonic Consumer - Security
Panasonic POS
Panasonic Pro Video
Panasonic Projectors
Panasonic Toughbooks
Panda Security
Pannin
Panorama Antenna
Pantone Solutions
Papago
Para Sys. Inc.
Paragon Furniture
Paragon Software
Parallels
Partner Tech
Patriot Memory

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Patrol PC
Paxton Access
Payoda
PC Gearhead
PC Matic
PC Pit Stop
PDUs Direct
Peerless Industries
Pelican
PenPal Schools
Pentaho
Perfect Fit
PeripheralLogix
PEXAGON
Pexagon Tech
PGI
Phantom Glass
Pharos Science and Application
Philips
PhishMe
Phonic Ear
Photo Shelter
Pi-Top
Pica8
Ping HD
Pivot3
Planar
Plantronics
Plasmon Optical Media
PLE SOFTWARE GROUP
Plextor
Plug-In Storage
Plum Laboratories
Plumgrid
Plus Technologies
PNY
Point A Technologies
Policy Medical
Polycom
Polyvision/Steelcase
POSBank USA
POSH Manufacturing
Positron
Posturite
Powercart
Powervar
Precise Biometrics Envoy
Precision Dynamics Corp
Precision Mounts
PrehKeyTec
Premier Mounts
Premium Compatibles
Prestige International
Preton
Prevalent
Prime View
Printek
Printer-Logic
Printronic AutoID
Printronic LLC
Private Label Media
Proline
Prologic
Promethean
Promise
Promisec
Protect Computer Products
Protect Covers
Proxima RF
Proximity Systems
PSC
Psion
Pulse Secure
Puppet Labs
Pure Orange
Purple

Qlogic
QNAP
Qualtrax
Quanmax

Quanta
Quantum
Quark
Quartet
Quatech
Quattro
Quest International
Quest/Totoku
Quick Quality Cabinets
Quicken ESD
Qumu

Rackmount.IT
Rack Solutions
Radaptive
Radiant Logic
Radware
Rain Design
RAM Mounts
Rapid7
Rapid Deploy
Raptor Blasting Systems
Raritan
RCR International
RDK Products
Ready Dock
ReCast
Recordex
Red Hat
Red Lion
RedGate Software
RedXDefense
RedyRef
Reed Elsevier Inc.
Reflexion
ReLaunch Aggregator
ReplayXD
Retrospect
Revolabs
Revolution Acoustics
Rhino Technology Group
Ricoh
Ridgeline Technology
RidgeLogic
RIF6
Rise Vision Digital Signage
RISO
Riverside Technologies
RJS Software
RLE
Robinson Win Word
Robo3D
Roccat
Rock Hill Distribution
Rocky Mountain Ram
Rocstor
Rootsecure
Rose Electronics
Royal Consumer Products
RSPA (Sungale)
RSPA, Inc
RT Sales
Ruckus Wireless

SA International
Safe-T
Safety Vision
Sagemcom
Sakar-Altec Lansing
Salamander
Samsung
Sandisk
Sans Digital
Sanyo
Sanyo Denki
SAP
Sapien Technologies
SATO
Savin
Scala
Scale Computing

School Messenger
Science Logic
SCM Microsystems Envoy
SCO Group
ScopeStack
Scosche
Scott Clark Medical
SCP
Screenrag
Screenscape
Scribe
Seagate
SealShield
Seavus
SecPod
Security First
Securly
SEH Technologies
Seiko Instruments
Seiko Instruments USA
Sen.se
Sena Cases
Sencore Inc.
Sengled
Sennheiser
Sentinel
Sentry360
ServerTech
ServicePoint365
Services
Sharegate
Sharp
Shaun Jackson Design
Shivnet
Shuttle Computer
Shuttle Security
SI Screens (Screen Innovations)
Sierra Wireless
Sigma Photo
Signagelive
Signix
SiIG
Silex
SiliconDust
Silver Peak
Simple8
Simplifi
Simply NUC
SIOS Technology, Inc
Sitch AI
SKB Cases
Skin-It
Skull Candy
Skykick
Skykit
Smart AVI
Smart Modular
SmartPower Systems
Smith Enterprises
SMK-Link
Snoopwall
Socket Mobile
SOFTEX
SoftLayer
Software & Peripherals
Software Shelf
Solar Rig
Solarflare
Sole Source Technology
Solid Line Products
Solidfire
SOLO
Sonic Foundry
Sonitronix
Sony
Sony Chemicals
Sony Content Capture Solutions
Sony Professional Monitors
Sony Projectors
Sony Prosumer Displays
Sotel

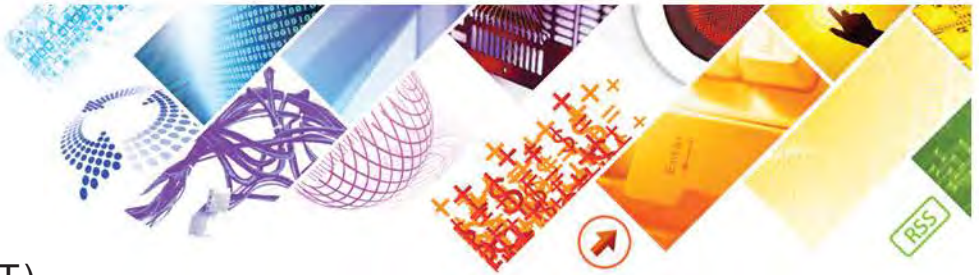
SoundTrap
SP Controls
Space Saving Solutions
Spark Integration
Spectrum Business
Spectrum Corporation
Speechswitch
SpeedLink
Sphere3D
SPIKES
Spracht
SPRACHT
Sprinxle
SSE Technologies
SSG Consulting
SSH
Stadia Media
Staedtler Noris
Star Micronics
Startech
Startech.com
STEC
Steganos
Stelle
StemFuse
Stephen Gould Corp.
Still Secure
Stirling Communications
STM Brands
StorageCraft
StorageTek
StorMagic
Stormboard
Stratus
Stulz Air
SugarCRM
Suitable
SUMMA America
SunBrite TV
Supercom
Supermicro
Surecall
Swiftpage
Swingline
Swyx
Syam
Syba Multimedia
Sychron
Synchron
Symantec
Symantec Hosted Services
Symbee
SyncroSoft
Synel Industries
Synology
Syntax-Brilliant
Syntela
System Design Advantage
Systran

T-Mobile
TAA Products
TabletExpress
TabletKiosk
TABLETMedia
TAG / Technology Advancement Group
TAG Global Systems
Take Charger
Talis Data Systems
Talkphone
Tandberg

Contact Us:

1.800.456.4822

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2019 LINE CARD (CONT.)

Tandesa
Tangent Computers
Tannoy
Targus
TCP Wave
TDK
TEAC
TeamOne Networking
Team Viewer
Teamboard
TEC Lighting, INC
Tech Global
Tech Products 360
Techguard Security
Technologies LTD.
Tegile
TEKLYNX International
Teleepoch
Telephonetics
Teles
Telit
TelWorx
Tely Labs
Tempest Lighting
Tempusnova
Tenergy
Teradici
TeraMedica
Teras
Texthelp
The Joy Factory
Thecus
Thermal Take
ThingLogix
ThreatTrack
Tidebreak
Tiger-Vac
Titan Radio
Tommo
Toolfarm
Toopher
Top Patch
Toshiba
Toshiba Security
Toshiba-Tec
Total Computing Solutions
Total Micro
Totoku Motor
Touch Systems
TP Link
TPcast
TPG
TPK VD
Tracewell Systems
Track Scan
Transcend Information
Tranxition
Tremolo Security
TRENDnet
Trenton Systems
TRG Group (Wenger/SwissGear)
Triad Floors
Tri-Color
Trident Systems
Tripp Lite
Tripwire
Trisys
Troy MICR
TSC
TSI Touch
Tuff Technologies
Turtle by Perm-A-Store
TVS (Eversun- Technologies)
Twinhead
Twistlock
Tyan
Tycon Power

UMANGO
Uniform Industrial Corp

Unify
Unirise
Unitech America
Universal Devices
Uniwide
UNXIS (SCO)
Unytouch Manufacturing/Firebox
Upcycle Goods
UPEK
Uptime Devices
Urban Armor Gear
US Robotics
USSi
Utility Associates
Utimaco

V5
Valcom
VanDyke Software
Vantage Point
Vantec
VARCommerce
Varonis
Vation Ventures
Vault
VCOM - Hamilton Buhl
VDO360
Veilux
Velocilinx
VeloCloud
Veracity
Verbatim
Verizon Enterprise
Vertiv
Viavi
Victorinox
Victory Multimedia
Videobank Digital
Videxio
Viewer Central
ViewSonic
VIO
Vipre
Vircom
Virsto
Virtuu
Visage Mobile
Vision Wireless
Visioneer
VisionMAX
Visix
Vistaquest
Vivid Laminators
VM Electronics
Vorp Energy
Votiro
VSS Monitoring
Vtech
VuPoint
VuRyte
VWR/Triumph Boards
VXL Instruments

Warp Mechanics
Wasp Bar Code
Watchguard
WD, a Western Digital Company
Webroot
Wellbeats
Welltron
WePresent
West Penn Wire
Westinghouse
WeVideo
White Label Document Services
WhyGosh
Williams Software Group
WinMagic
Winston International
Wiresoft

Wirexpress
Wizard Wall
Wolters Kluwer Health
Women In Bags / Fabrique
Wondersign
Woodware Furniture
Worthington Distribution
Woven Systems
Wyse

X-Rite Pantone
X-IO
Xerox
Xerox Scanner
XFX
Xi3
XPand Cinema
Xplore Technologies
Xsigo
Xtreme Cables
XtremeMac
XYZ Printing

Yamaha
YouSendIt
Yuneec

Zend Technologies
Zettaset
Ziften Technologies
Zimbra
Zinstall
ZLINE
Zoom Video
Zotac
ZTE
ZyXel

Contact Us:

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SYNNEX Strategic Procurement

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



Why Choose SYNNEX as Your Distribution Partner?

Suppliers

More than 500 incremental vendors

Product Categories

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

Full Distribution Services

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

CONTACT

Strategic Procurement

Email us directly at:

strategicprocurement@synnex.com

Call your SYNNEX Rep:

864-349-4117



SYNNEX

Strategic Procurement

2019 LINE CARD

Software:

2FA
Assist Education
3D Classroom
4D Global
6Fusion
65bit Software*
911 Enable
A Deeper View
Abbey USA
Absolute Software
Access Data*
ActiVidentity Envoy
Act-On
Actsoft
Acuo Technology*
Adaptiva
Adrem Software
Alive Studios*
Allen Systems Group
Allround Automation
Altaro
Aomark
API*
Aporeto
Appistry
Astra
Architext*
Arxscan
Aspect Software
Assist Education
Aurora Multimedia
Auslogics
Authzicate*
Authlogics
Avanquest
Aviva Solutions*
Bamboo Solutions*
Best Minds
Blueforce
Booz Allen Hamilton
Bridge Communication
Business Logic
Celestix
Centrify
Champion Solutions
Chief
Clearcenter
CobWeb
Computer Instruments
Conarative
Convertertechnology*
Conveyant Systems
Coral
Corenti
Core Security*
Cortado/ThinPrint*
CPR Tools
Crimson Technologies
Crosstec
Crossvale
CSDC
Curriculum Loft
Cyberlink.com
Cyberfox
Cybric
Cyren
Data Motion
Datal
Deja vu Security
Devolutions
DH2
Digital Guardian
DigitalPersona
Dig-Cert
DP Solutions
Drawp
Dynamic Systems
Easy Tempo
Edgewave
Edigin
Ekahau
Emathsmasters
Encounter Pointe Software
Engineered Network Services
EnTrust*
Esker
Event Builder*
Excelero
Extensis*
Faxback
Fishtree
Flexera Software
ForensIT
FoxIT*
Frontrange Software*
Gemalto Envoy
Genesis One*
Global Environ. Svcs*
GoGuardian
Graphus
Hayes Software
Idera
IGI
ImageWare
Incisive Software
Indigo
InfoSoft-Fusion Charts
Insperty
Instant Technologies
Intelligent ID
ITWorx
ISI
JetBrains*
Just Systems Canada*
Laplink Software*
Launchpad
Learn21
Lepide
Liaison*
LinkSystems
Linoma
Liquid
Litronics Envoy

Logicube
Lowry Software*
lsquared
M360
Magellan*
Magix Software
Make Sense
Markzware
Materialise
Maxtrak
medM
Meridium
Meta Company
Metafuse dba Project Insight
Mobiltrackr
Mobisystems
MSS Software
MyCDesk (Elyone)
MyStemKits
Nigher Envoy
NCP Engineering
Nearpod
Nervpoint
Netlib
Netmotion*
Netsparkr
Netsurion - Eventtracker
Newerware
Nicware/Niclabel
Nitro PDF
Nodeprime
Novastor
Now Micro
Nuance Communications
Nuance Dragon Medical
Numonix
OrionScan 2
Open-E
Optimum
OrionVM*
Oxycon*
Paragon Software
Parallels
Payoda
PC PI Stop
PenPal Schools
Perpetuum
PGL
PhishMe
Photo Shelter
Plumgrid
Plus Technologies
Policy Medical
Pradeo
Preston
Prevalent
Printer-Logic
Privatizeme
Promisc
Puppet Labs
Qualtrax
Quattro
Quark
Qumu*
Radaptive*
Radiant Logic*
Rapid Deploy
ReCast
RedGate Software*
Retrospect*
RJS Software
Rootsecure
SA International
Safe-T
Sapien Technologies
Science Logic*
ScopeStack
Seavus
SecPod
Security First
Sentinel
Sharegate
Signagelive
Signix
Simple8*
Spectro
Spectrum Corporation*
Spikes
SPRACHT
Sprinkle
SSG Consulting
SSH*
StemFuse
Stratus*
Supercom
Swiftpage
Swyx
SyncoSoft*
Syntrix
Sysstran
TABLETMedia
Tandega
TechTerra
Teramatica
ThingLogic
ThinkParq
Tidebreak
Toolfarm
Toopher
Total Computing Solutions
Transition
Tremolo Security*
Utimaco
VanDyke Software*
Varonis*
VideoBank Digital
Vircom*
Votiro
Waterdog
Wellbeats
Williams Software Group
WinMagic
Wolters Kluwer Health
Xmedius
Ziften Technologies*

Hardware:

3S Vision*
7Signal
4Sight
ABVI
Accessory Power*
Accortec
Accu-Tech
Accuvue
Actifio
Actioneer*
Actiontec*
Aciuant
Addlogix
Addmaster
ADESSO
Adlink
Advanced Input-Esterline
Alco Systems*
After Mouse*
AG Antenna
Ago Communications
Allied Telesis
Allocoacoc
ALLSOP
Altair Engineering
Ambir Technology
Amer Networks
Amico Accessories*
Amped Wireless
Amphenol
Amplivox
Amzer
Anacom Medtek
Anthro
Antop Antennas
Aquantia
Arclyte
Arctic Cooling
Armoractive
Armored Shield
Array Networks
Asante
Aspire/Standzout
Astro Gaming*
Atdec
Attack*
ATX
Audio Fetch
Avermedia*
Axiom
Azend*
Azper
BAK USA
Barco Medical*
Battery Technology
Bay Technical
BCDVideo
Belkin
Best Mounting/AFC
Better Energy Systems*
BioTeam
BITS Ltd
Black Box*
Black Box Retail Services*
Boardshare
Bouncepad
BoxIT
Bragables/MJ Mitchell Consulting*
Brainboxes, Ltd
Brenthaven
Bretford
Brother Mobile Solutions*
Bump Armor
Bush Industries
Business Machine Security
Buslink/Global Silicon
C2G
Cambre Products
Cellphone-Mate
CENTON
Certes Networks
Chargertech
Chassis Plans
Cilutions
Cinemassive
Club3D
CME
CompuNetix
Computer Security
Connection-E/Trifusion*
Coolmax
Copernicus*
Corlogix
CraftUnique
CRU Dataport
CXTEC
Cybernet Manufacturing
CyberPower PC
Cyberton PC
Cycle Computing*
CYCLONE
Damac*
D-Link
Dahle
Daktech
Dane Electric
DAQH
Datalogic
Datera*
Daymen Inc.*
Decoded Bags
Definitive Technology
Delphi Display Systems
DENAQ, Inc.
Deployable Systems/Hardigg
DestructData
Dialogic*
Diotra
Digistor*
Digital Highway

Digital Storm
Dishnow
DOO Tech*
Draper, INC
DT Research
Dycom*
DYMO
Earthwalk
ECO STYLE
ECS Composites
Edgeline Technologies*
EJ Technologies
Electroboard
Electrocrack
Elegant Packaging
Elite Screens
Elliptical Mobile
ELM Fieldlight LLC
Elmo USA*
Elsa Group
Emerge Technologies
ENET
Engenius
Envote1*
Envoy Data
Equus/Mirus Innovations
Egotech
Everfocus
Everki
Evolis
Evolve III
Exorvision
Ex Point
Fellowes
First Data*
First Mobile Technologies
FirePoint
Firmateck*
Foreseeson
Formax
Foscam Digital
Frontrow/Phonic Ear
Furman
Gamber Johnson*
Gammatech
Garland*
Gateprotect
Geist Manufacturing
GeorgeJon
GETAC
Glacier Computer
HSM of America
Global Marketing Partners
Goldtouch
Google
Gryphon
Gumdrop*
Gvision
Hanspree
Havis*
Headplay
Healthcare Information
Healthpostures
Hercules/Thrustmaster
Heritage Travelware
HNC Virtual*
Howard Medical
HQ Cam*
HQA
HTM - Vertagear
Huawei*
Huddly
Humatics*
HumanScale
I3 Technologies
IBlason
I/O Magic
IDAPT
Ideum
Ipositron
iKEY*
Incipio*
Infocase
InfraScale
Inkjetwarehouse*
Inland Products
Innovative Card Scanning
Innovative Office
Insulfab*
Intelligent Computer Solutions
Intellinet
Integra Networks
Isafe
Longse
Manhattan/Intellinet
Pearl*
IRSA Video
iStarUSA
IT In Motion
Jaco*
JAR Systems*
Jatheon
Jefa Tech
JMIR Electronics
Joro
JPL
Juicepresso*
Kanex
Kanguru
Kantek
Kaser Corporation
Keezel
Ken-a-vision
Kensington
Kayscan
Kevtronix
Kinesis*
Kingston Distribution
Klas Telecom*
Knowledge Management
Association
Kearmac
KOM Networks
KSI Envoy
Leica Geosystems

LandAirSea
LD Smart
Let's Get
Lexis Nexis
Lilee
Lind Electronics
Linksys
Location Based Technologies
Lockdown Tech*
Lockridge*
Loctek
Logbar*
Luthisource
M&A Technology
Maclocks/Compulocks
Magma
Mainpine*
Makiso Displays
Man and Machines
Manhattan
Marshall Electronics
MaxoFi
MediaTech
Mercury
Message Logic
Metadot Corp.
Metropolis
Metrovac
Mettler Toledo
Micropac
Mimo Monitors
Minuteman UPS
Mizco
Mobelisk
Mobile Demand *
MobileEdge
Monitors In Motion
Monnit
Monoprice
Moonwalk*
MooreCo, Inc
MPak
MultiLink
N1 Critical
Nanonation
NEC POS
Netis Systems
Netop
Newline*
Noble Locks
Nor-Tech
Novuscell Batteries
Observit
Obsidian
Octa
ODIN Technologies
Ohbot
Olea
OLIMEX Envoy*
OneWorldTouch
Omni*
OPS Solutions
Packaging Strategies*
Packetviper*
Pannin
Panorama Antenna
Paragon Furniture
Patrol PC
Paxton
PC Gearhead
PDUs Direct
Pelican
Perfect Fit
PeripheralLogic
PEXAGON
Phantom Glass*
Pi-Top
Plug-In Storage*
Polyvision/Steelcase*
Positron
Posturite
Powercart
Powerpar
Precision Biometrics Envoy
Precision Dynamics Corp
Precision Mounts
Prestige International
Prime View
Proline
Prologic
Protect Covers
Proxima RF
Proximity Systems
Pure Orange
Quick Quality Cabinets
Pviewr
Rackmount.IT
Rack Solutions
Rain Design
RAM Mounts
Raritan
RCR International
RDK Products
Ready Dock*
Recordex
RedXDefense
RedyRef*
Relaunch Aggregator
ReplyXO
Revolution Acoustics
RLE
Robinson Windword, Inc*
Roccat
Rocstor
Rose Electronics
RSRA, Inc
RT Sales
Rubbermaid Medical*
Sakar-Altec Lansing*
Safety Vision*
Salamander
Samsonite
Scott Clark Medical *
SCM Microsystems Envoy
Screenscape
SealShield

Seamark
SEH Technologies
Seiko Instruments USA
Sengled*
ServerTech
Shaun Jackson Design
Shivnet
SI Screens
Silicon Power
Simply NUC
Sitch AI
SKB Cases
Skin-IT
Skull Candy
Smart AVI
Smith Enterprises
Smith Micro
SMK-Link
Snoopywall*
Socket Mobile, INC
Software & Peripherals*
Software Shelf
Solar Rig
SoleSource Technology
Solid Line Products
SOLO*
Sonifoundry*
Sonitronix
SP Controls*
Space Saving Solutions
Spark Integration
Speedlink
SSE Technologies
startech.com
Staedtler Noris
Stelle
Still Secure
Stirling Communications
STM Brands
Stutz Air
Suitable*
Sumar
SunBrite TV
Suncraft
Svixx Multimedia
TAA Products
Tablet Express
Tablet Kiosk
Tag Global Systems
Take Charger
Talkaphone
Tangent Computers
TCP Wave
Teamboard
TeamOne Networking
Team Viewer
Techguard Security*
Tech Products 360
Telephonetics
Teles
Telit
Tempest Lighting
Tenergy
Teras*
Thecus
The Joy Factory
THERMALTAKE
Tiger-Vac
Titan Radio
Tommo
Total Micro
TPcast
TP-Link
Tracewell Systems*
TrendNet
Tri-Color
Triad Floors
Tycon Power
Tyron Industrial Corp
Unirise
Universal Devices
Unytouch
Upcycle Goods
Uptime Devices
Urban Armor Gear*
USSI
Unity Associates
V5*
Vantec
Vation Ventures
Vault*
VCOM - Hamilton Buhl
VDO360
Velocix
Victorinox
Viper Central
VIO
Vistaquest
Viziflex
VM Electronics
Vorp Energy
Vtech
VuPoint*
VuRyte
WARP/Triumph Boards
VXL Instruments
WASP
WebPresent
Winson International
Wirexpress*
Wizard Wall
Woodware Furniture
Worthington Distribution
Xi3*
Xband Cinema
Xlore Technologies*
Xtreme Cables
Yuneec*
ZTE
Zyxel Communications

*Requires vendor authorization

1. COMPANY OVERVIEW

Primary Name : SYNEX CORPORATION
Alternate Name : SYNEX CORPORATION
D-U-N-S® : 11-237-5758
Address : 39 Pelham Ridge Dr
 Greenville, SC 29615
Telephone Number : +1 (864) 349-4861

Past Performance Evaluation

Report Date : 03-04-2019
Order Number 4287712

Company Information

Year Started:
Year of Current Control:
Annual Sales:
Total Employees: 1700
SIC/Line of Business: 7389/Business services, nec

2. SUPPLIER PERFORMANCE RATINGS

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

Overall Performance Rating

93



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

Bottom

SIC:

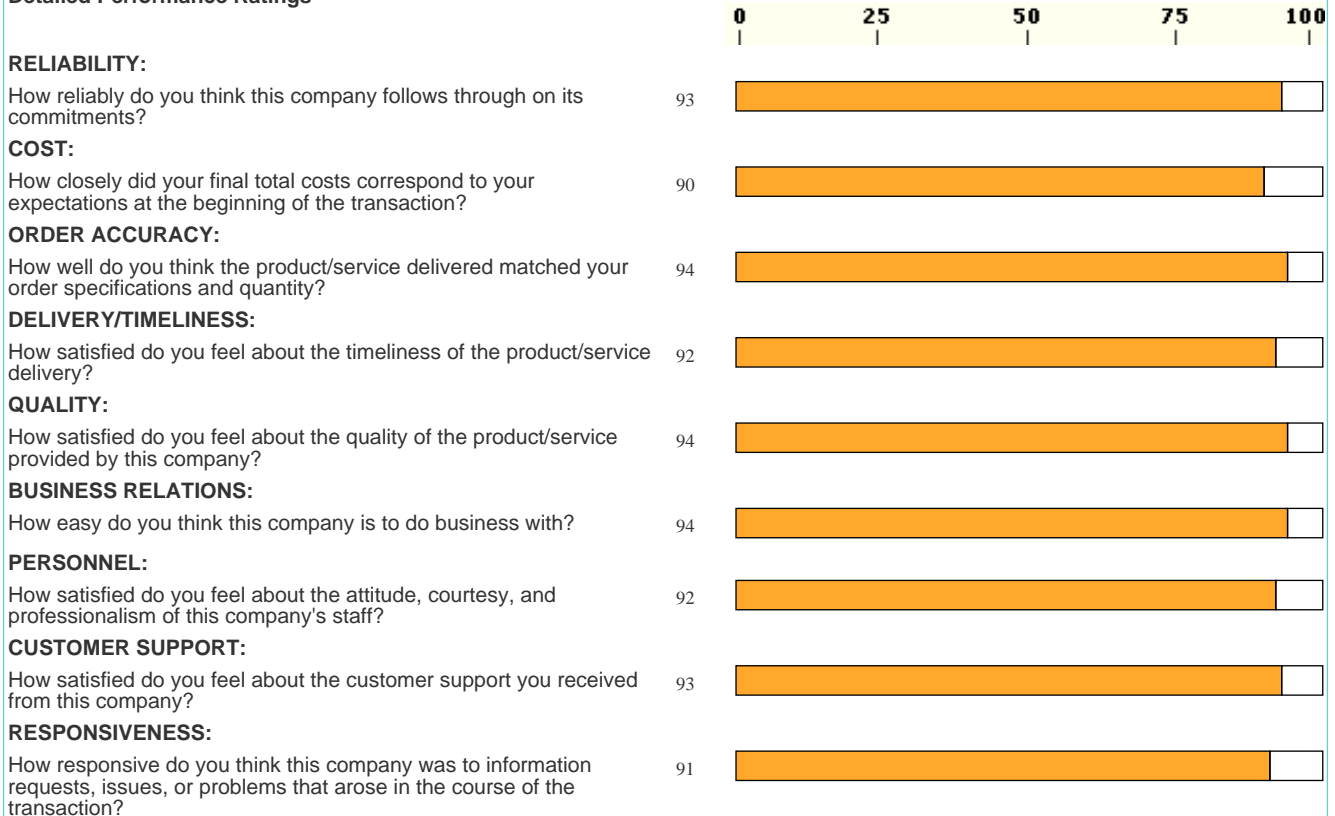
SIC/Quintile



Top

7389/Business services, nec

Detailed Performance Ratings



Past Performance Evaluation

Business Name : SYNnex CORPORATION

D-U-N-S® : 11-237-5758

Report Date : 03-04-2019

3. DISTRIBUTION OF FEEDBACK

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

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



4. CUSTOMER REFERENCES SURVEYED

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

SIC/Line of Business:

7379/Computer related maintenance services	8748/Business consulting, nec
5064/Electrical appliances, television and radio	3577/Readers, sorters, or inscribers, magnetic ink
5045/Computers, peripherals, and software	7372/Business oriented computer software
3651/Household audio and video equipment	5044/Photocopy machines
7373/Systems integration services	5961/Computer software, mail order
3577/Optical scanning devices	5734/Computer and software stores
5044/Office equipment	5045/Computer peripheral equipment
3577/Printers, computer	5734/Computer software and accessories
5045/Computer software	5961/Computers and peripheral equipment, mail order
7373/Computer integrated systems design	

Total number of surveys completed : 34.

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

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TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

See attached SYNEX Services pdf.

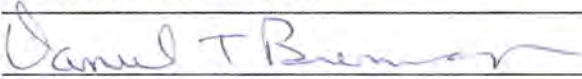
Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

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

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 statues of the states it is will operate this contract in.

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature




Date

7/18/2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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 agency's 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://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>



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, August 1st, 2019

SYNNEX Corporation
ATTN: Daniel T. Brennan
39 Pelham Ridge Drive
Greenville, SC 29615

Dear Daniel:

Region XIV Education Service Center is happy to announce that SYNNEX Corporation has been awarded an annual contract for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2022. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and SYNNEX Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a light blue horizontal line.

Shane Fields
Region XIV, Executive Director



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, September 1st, 2021

**SYNNEX Corporation
ATTN: Daniel T. Brennan
39 Pelham Ridge Drive
Greenville, SC 29615**

Re: Annual Renewal of NCPA contract #01-97

Dear David:

Region XIV Education Service Center is happy to announce that SYNNEX Corporation has been awarded an annual contract renewal for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31st, 2024, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane', is written over a light blue horizontal line.

**Shane Fields
Region XIV, Executive Director**



10ZIG	AIRESPRING	AR DATA	BELKIN INTERNATIONAL
203 TRADING LLC	AIRGAIN, INC.	ARBOR NETWORKS	BENQ
22MILES	AIRGAP NETWORKS	ARCLYTE TECHNOLOGIES, INC.	BENSUSSEN DEUTSCH & ASSOCIATES, LLC. DBA POWERA
2CRSI	AIRISTA	ARCTIC, INC.	BEPOZ AMERICA LLC
2K	AIRSHIP INDUSTRIES	AREA 1 SECURITY, INC.	BEST MINDS
3DTV CORPORATION	AIRSLATE, INC	ARECA TECHNOLOGY CORP.	BEST DATA PRODUCTS, INC
3M	AKITIO	ARES	BETHESDA SOFTWARES INC.
3S SYSTEM TECHNOLOGY INC.	ALE USA INC.	ARISTA NETWORKS	BEYOND TECHNOLOGY
5 POINT SOLUTIONS LLC	ALERATEC	ARLINGTON INDUSTRIES INC	BEYONDTRUST CORP
6CLICKS NETWORKS	ALERT LOGIC, INC.	ARLO	BGZ BRANDS
65BIT SOFTWARE LIMITED	ALGO COMMUNICATION PRODUCTS LTD.	ARMOR-X LTD	BINARYEDGE AG
7Signal SOLUTIONS INC	ALGOSEC	ARROW ELECTRONICS	BIOMETRIC
888 DIGITAL	ALIENVAULT	ARROW ELECTRONICS INC.	BITDEFENDER
911INFORM	ALIVE STUDIOS, LLC	ARTISIGHT	BITS LIMITED
A-DATA	ALLGRESS, INC	ARXSCAN	BITSIGHT
AAT DATA	ALLIANCE CORPORATION	ARYAKA	BITTITAN
A2C SERVICES LTD	ALLIED TELESIS	ASCOM WIRELESS SOLUTIONS	BLACK BOX CORPORATION
A2C SERVICES LTD DBA	ALLOCACOC CORP. USA	ASG TECHNOLOGIES GROUP, INC	BLACK KITE
CIRCULAR COMPUTING	ALLOT	ASPECT SOFTWARE, INC.	BLACK PEARL MAIL, INC
AACIS INVESTMENTS, INC. DBA ALPHAGRAPHS	ALLROUND AUTOMATIONS	ASSA ABLOY RESIDENTIAL GROUP, INC. DBA YALE RESIDENTIAL ASSOCIATION FOR THE BLIND & VISUALLY	BLACKBERRY
AADYA	ALLSOP		BLAIR TECHNOLOGY GROUP LLC
AAEON	ALPHAPOINTE ASSOCIATION FOR THE BLIND	ASSET PANDA	BLOCK 64
AABA MOBILE	ALTAIR ENGINEERING	ASUS	BLUE COAT SYSTEMS
ABBY USA	ALTARO LIMITED	ASUSTOR	BLUE MICRO
ABSEN	ALTERYX	AT&T	BLUE PLANET
ABSOLUTE SOFTWARE	ALTERNATIVE TECHNOLOGY SOLUTIONS	ATDEC	BLUE WAVE MICRO
ABSOLUTE SOFTWARE INC.	ALTIGEN COMMUNICATIONS	ATEL	BLUECAT
ACALVIO TECHNOLOGIES	ALTOVA	ATEN TECHNOLOGY	BLUEFORCE DEVELOPMENT CORPORATION
ACCELTEX	ALTRONIX CORP.	ATTO TECH	BLUESTAR
ACCESS CHANNEL	ALTUS INDUSTRIES	AUDICODES	BLUMIRA
ACCESS DATA CORPORATION	ALURATEK	AUDIOFETCH, INC	BLUVECTOR, INC.
ACCORDO INC.	ALVARIA, INC.	AURORA MULTIMEDIA CORP.	BOGEN COMMUNICATIONS
ACCORTEC INCORPORATED	AMAZON	AUSLOGICS	BOSCH
ACCUTECH DATA SUPPLIES	AMAZON FULFILLMENT SERVICES - B2B	AUTEL ROBOTICS USA LLC	BOSE
ACECAD DIGITAL CORP	AMBIR TECH	AUTHEN2CATE, LLC	BOUNCEPAD NORTH AMERICA, INC.
ACER	AMBULANT	AUTHLOGICS PART OF CURVE GROUP	BOX.IT DESIGNS LTD
ACRONIS	AMCREST INDUSTRIES, LLC	AUTHOMIZE	BRADLEY NAMEPLATE CORP
ACT-ON SOFTWARE	AMD	AUTODESK	BRADY PEOPLE ID (CIP)
ACTIFI O	AMER.COM	AUTOMATION ANYWHERE	BRAINBOXES LLC
ACTION CS	AMERICAN INDUSTRIAL SYSTEMS INC	AUTOPILOT WORKFLOW SOLUTIONS	BRAND MANAGEMENT GROUP, LLC
ACTIVE COUNTERMEASURES	AMERICAN MICROSYSTEMS LTD.	AUVIK	BRENTHAVEN
ACTIVIDENTITY-STRATEGIC	AMERICAN PRISON DATA SYSTEMS	AVANQUEST NORTH AMERICA INC	BRETFORD
ACTIVISION	AMERICAN TECHNICAL FURNITURE - STRATEGIC	AVANQUEST NORTH AMERICA INC.	BRIDGE COMMUNICATIONS, LLC
ACTSOFT INC	AMERICAN TELECONFERENCING SERVICES, LTD DBA PREMIERE GLOBAL	AVAYA	BRIGHTSIGN LLC
ACUANT INC.	AMERICAN WELL CORPORATION	AVAGO	BRIILLIANT INK AND TONER
ADAPTIVE PROTOCOLS, INC DBA ADAPTIVA, INC	AMICO ACCESSORIES	AVAIL FORENSICS	BRITIVE INC
ADDIGY, INC.	AMPHENOL TCS	AVANQUEST	BROADCOM/SYMANTEC
ADDMASTER	AMPLIFORCE	AVCOMM	BROADSOFT INC.
ADE, INCORPORATED	AMPLIVOX SOUND SYSTEMS, LLC	AVEPOINT	BROCADE
ADESSO	AMX	AVER INFORMATION INC	BROTHER
ADLINK TECHNOLOGY, INC	AMZER	AVERMEDIA TECHNOLOGIES INC	BROTHER MOBILE
ADDON	ANDREA ELECTRONICS	AVIVA SOLUTIONS INC.	BSC GLOBAL INC
ADREM SOFTWARE, INC.	ANTOP	AVOCOR	BSQUARE CORPORATION
ADVANCED DIGITAL SOLUTIONS INT'L	AOPEN	AVSYSTEM SP. J.	BT AMERICAS INC
ADVANCED ELECTRONIC DESIGN, INC.	AP GLOBAL INC DBA	AVTEQ	BTB SOFTWARE LTD
ADVANCED INDUSTRIAL COMPUTER	APARAVI	AWARENESS TECHNOLOGIES	BUFFALO
ADVANCED INPUT DEVICES, INC. DBA ADVANCED INPUT SYSTEMS	ACCESSORIES POWER	AXE DEEL LLC	BUGCROWD
ADVANCED INTELLIGENCE	AOC	AXIOM	BUNCREE
ADVANCED METAL SOLUTIONS. INC	APC	AXIS	BURGESS COMPUTER DECISIONS, INC.
ADVANCED PROGRAMS, INC	APOGEE INC DBA KANEX	AXONIUS, INC.	BUSINESS LOGIC CORPORATION
ADVANCED VM SOLUTIONS	APORETO, INC.	AXXONSOFT	BUSINESS MACHINE SECURITY, INC.
ADVANTAGE ADLS	APPAEGIS	AZIO	BUURST
ADVANTECH TECHNOLOGIES	APPENTUS TECHNOLOGIES		BYOS
ADVMICRO	APPGUARD INC	BACKBOX SOFTWARE	BYTECC INC.
AEGEX TECHNOLOGIES LLC	APPLE	BARCO	
AERO-SPACE SOUTHWEST, INC	APPOMNI INC	BARRACUDA	C2G
AEVOE CORP	APPRIVER, LLC	BARRICAID	C&A MARKET
AFCO SYSTEMS, INC	APPSPACE	BASF CORPORATION	CA, INC.
AFL IG LLC DBA AFL HYPERSCALE	APPVIEWX, INC	BATTERY TC	CABLE MATTERS INC
AG ANTENNA GROUP, LLC	APRICORN	BAY PRESS & PACKAGING (CM19)	CALDERA
AGARI DATA, INC.	APSTRA, INC.	BCD VIDEO	CALERO SOFTWARE, LLC
AGOSTO INC	AQUA SECURITY	BCM TECHNOLOGY, INC DBA BCM ADVANCED RESEARCH	CALLTOWER
AIC	AQUA SYSTEMS INC	BEAM LIVE	CAN-AM WIRELESS LLC DBA CAN-AM IT SOLUTIONS
	AQUERA INC	BECRYPT INC	



CANON	COMMAVULT	CYCOGNITO	DROPBOX
CANVAS GFX INC.	COMODO/XCITIUM	CYLANCE	DRUVA INC
CAPCOM, USA	COMPEXCH	CYMMETRIK (SHENZHEN) PRINTING CO., LTD.	DT RESEARCH
CAPITAL NETWORKS	COMPONENT DESIGN NORTHWEST, INC.	CYNERIO	DT RESEARCH GOV
CAPSA SOLUTIONS	COMPONENT SPECIALTIES, INC. DBA SPECO TECHNOLOGIES	CYNET	DURABOOK AMERICAS INC
CARBON BLACK	COMPUCASE CORP		DUVOICE
CARBONITE	COMPUTER INSTRUMENTS	D3 SECURITY MGMT. SYSTEMS	DV WAREHOUSE, INC.
CASE LOGIC	COMPUTER INSTRUMENTS INC	D&H DISTRIBUTING CO.	DYNABOOK
CASE SPECIALISTS	COMPUTER SECURITY PRODUCTS, INC.	D-LINK	DYNAMIC SOLUTIONS
CASIO	CONTROL	DA-LITE	DXRACER USA LLC
CASWELL AMERICAS INC.	CONARRATIVE	DAHLE NORTH AMERICA, INC	
CATALOGIC SOFTWARE INC	CONEXLINK	DAIKON ELECTRONICS, INC	E & S INTERNATIONAL ENTERPRISES, INC
CATO	CONFLUERA	DAMAC PRODUCTS LLC	EA SPORTS
CAVEONIX	CONNECTED IO - STRATEGIC	DANTONA INDUSTRIES INC	EAGL TECHNOLOGIES
CBC	CONNECTWIS	DATA CENTER MAINTENANCE, LLC	EARTHWALK COMMUNICATIONS, INC
CCH PRODUCTS INC	CONVERGED NETWORK SERVICES GROUP, A NORTH CAROLINA CORP	DATA DYNAMICS	EASY TEMPO INC. DBA SOUND MACHINE
CCXCORP	CONVERGIA	DATA PRODUCTS	EATON
CDI COMPUTER DEALERS INC.	COOLER MASTER CO.	DATA ROBOTICS, INC.	EBUYNOW (MOTO360)
CDW LOGISTICS, INC	COOLJAG USA	DATA STORAGE SOFTWARE LAB D/B/A OPEN-E, INC.	ECO STYLE
CEED LTD	CORE BRANDS, LLC DBA GEFEN INC	DATACORE SOFTWARE CORPORATION	ECOPOST
CELARTEM, INC. (DBA EXTENSIS)	COREL	DATALOCKER	ECOPRINTQ
CELESTIX NETWORKS, INC	COREVIEW	DATALOGIC	ECS
CELLPHONE-MATE, INC.	CORL TECHNOLOGIES	DATAMATION	EDGE MEMORY
CENTERITY	CORLINK - STRATEGIC	DATAMAX	EDGECORE
CENTON ELECTRONICS	CORNELIS NETWORKS	DATARAM	EDIMAX COMPUTER COMPANY
CENTRICSIT LLC	CORNER PRODUCTS CO	DATASPAN	EDU PARTS
CENTRIFY	CORNING - STRATEGIC	DATAXOOM CORP	EDU SCAPE
CERTES NETWORKS, INC.	CORSA TECHNOLOGY	DEEP COOL	EDUCATIONAL COLLABORATORS, LLC
CERTGATE GMBH	COSOSYS	DEEP INSTINCT	EDUSCAPE PARTNERS, LLC
CHAMPION APPLE REMAN PRODUCTION	COURTCALL	DEFINITIVE TECHNOLOGY GROUP	EERO LLC
CHAMPION/REMAN	CPACKET	DELL	EFFICIENT IP
CHANNELSOLV, LLC	CPR TOOLS INC.	DELTA TECHNOLOGY LIMITED DBA VXL INSTRUMENTS INC	EJ-TECHNOLOGIES GMBH
CHANX INC.,	CRADLEPOINT TECHNOLOGY	DEPLOYABLE SYSTEMS INC	EKAHAU, INC
CHARGETECH ENTERPRISES LLC	CRAFTUNIQUE LLC	DEPOT INTERNATIONAL	ELECTRO-WISE DALLSA INC. DBA: EWD SOLUTIONS
CHATSWORTH	CRAWINGS COMPS LLC	DEPOT INTERNATIONAL ENTERPRISE	ELECTRONIC ARTS
CHECK PNT	CRAWINGS COMPS LLC	DESTRUCTDATA, INC.	ELECTRONIC ARTS INC.
CHEF	CREATION 4MATION INC DBA CASEMATIX	DEVO TECHNOLOGY	ELEGANT ACQUISITIONS LLC
CHELSIO	CREATIVE LABS	DEVOLUTIONS INC.	ELISITY
CHENBRO	CREATIVE REALITIES, INC.	DEXXON DIGITAL STORAGE, INC	ELITE GROUP (ECS)
CHERRY CORPORATION	CREATIVE SOURCING INTERNATIONAL	DH COMMERCE LLC DBA STREAMLINE DISTRIBUTORS	ELITE SCREENS
CHIEF MANF	CREATIVESTAR SOLUTION INC.	DH2I COMPANY	ELMO
CHOOCH	CRITICAL START INC.	DIALECTIC DISTRIBUTION LLC	ELO TOUCHSYSTEMS
CHRISTIE DIGITAL SYSTEMS	CROSSTEC	DIALOGIC, INC.	ELORA
CI SECURITY	CROSSVALE, INC	DIGI	ELSIGHT
CIENA	CROWDSTRIKE	DIGICERT, INC.	EMATHSMASER LTD.
CIG	CRU ACQUISITION GROUP	DIGISTOR	EMBARCADERO TECHNOLOGIES, INC.
CIGENT TECHNOLOGIES	CRU DATA SECURITY GROUP, LLC (DIGISTOR)	DIGITAL CONTROLS CORP	EMBEDDED WORKS CORPORATION
CIMITRA	CRU DATA SECURITY GROUP, LLC (IOSAFE)	DIGITAL DATA	EMBRAVA PTY LTD.
CIRCULAR COMPUTING	CRYSTALFONTZ AMERICA, INC.	DIGITAL GUARDIAN INC.	EMC
CIS SECURE COMPUTING, INC.	CSG	DIGITAL HIGHWAY, INC.	EMERGE TECHNOLOGIES, INC
CISCO	CTADIGITAL	DIGITAL PERSONA	EMERSON
CITRIX	CTCI	DIGITAL SCEPTOR	EMK ENTERPRISES LLC. DBA AMPLETECH REFRESH
CLARIVATE ANALYTICS (US) LLC	CTERA	DIGITAL.AI SOFTWARE	EMMECO INC
CLEAR ONE	CTERA NETWORKS LTD	DIGITALWARE INC	EMTEC
CLEAR TOUCH	CTL	DIGITATE (TATA)	ENCORE NETWORKS
CLEER	CTRL IQ, INC	DIRECT TECHNOLOGY GROUP	ENET SOLUTIONS, INC.
CLEVERTECH	CUBRO	DISPERSIVE	ENGENIUS TECHNOLOGIES
CLICK GO AND BUY INC	CUREMD	DISTINOW	ENGINEERED NETWORK SYSTEMS, INC.
CLOUD COVER MEDIA	CURRENTWARE	DJI	ENMOTUS
CLOUD RANGE CYBER	CURV GROUP (KEYSMART)	DMSI	ENOVATEIT
CLOUDERA	CYBELANGEL USA INC	DOGHEAD SIMULATIONS LLC	ENTHEC
CLOVER IMAGING GROUP, LLC	CYBER-ARK	DOMAINTOOLS LLC	ENVOY DATA CORP.
CLUB 3D B.V	CYBERLINK.COM CORP	DOMINO DATA LAB	EOL DISTRIBUTION LLC
CNB COMPUTERS INC	CYBERLOQ	DOOWY DOES IT	EPIC.IO
COBWEBS AMERICA	CYBERNET MANUFACTURING, INC.	DORMAKABA	EPOS USA. INC
COFAN USA, INC	CYBERPOWER	DOUBLE POWER TECHNOLOGY, INC.	EPRINTIT
COFENSE INC	CYBERPOWER PC	DOUBLE SIGHT (K.S. CHOI CORP)	EPSON
COGNITIVE SOLUTIONS	CYBERREADY INC	DOUBLESIGHT	EREPLCMENT
COGNNI	CYBERSHARK	DP SOLUTIONS	ERGOGUYS - STRATEGIC
COHESITY	CYBERTRON INTERNATIONAL, INC. (DBA. CYBERTRONPC)	DRAKONTAS	ERGOGUYS LLC
COLLAB9	CYBRIC INC	DRAPER	ERGOTRON
COLUMN CASE MANAGEMENT	CYCLE COMPUTING	DREAMGEAR, LLC	ERICOM
COMFORTE INC	CYCLOPS TECHNOLOGIES	DRONE UNIVERSITY	ERMETIC
COMMEND AUDIO			



ERWIN
ESENTIRE
ESET LLC
ESKER INC
ESPER.IO
EVERBRIDGE
EVERFOCUS ELECTRONICS
EVERKI USA, INC.
EVERTEK COMPUTER CORPORATION
EVOLIS - STRATEGIC
EVOLIS INC
EVOLUENT LLC
EVS INTERACTIVE, INC. DBA REDYREF INTERACTIVE KIOSKS
EXABLAZE
EXABLOX
EXORVISION, INC
EXPLAIN EVERYTHING SALES, INC.
EXPORTTEK INC
EXTREME NW
EZYIZ INC

F5 NETWORKS
FABCON, INC.
FACEBOOK TECHNOLOGIES LLC
FACEBOOK, INC
FACTION GROUP LLC
FANTASIA TRADING LLC
FANTEM TECHNOLOGIES (SHENZHEN) CO. LTD.
FARONICS
FASTPASS CORP
FATPIPE NETWORKS INC
FAXBACK, INC.
FEITIAN
FEITIAN TECHNOLOGIES US, INC.
FELLOWES
FHOOSH INC.
FIBERLIGHT
FIDELIS CYBERSECURITY INC. C/O LSQ FUNDING
FILEMAKER
FILEWAVE USA, INC
FINISAR
FIREEYE
FIREFLY COMPUTERS, LLC
FIREMON
FIRST MOBILE TECHNOLOGIES
FISCHER INTERNATIONAL SYSTEMS
FISHTREE
FITBIT
FIVE9 INC.
FIXMESTICK TECHNOLOGIES INC
FLEETSMITH, INC
FLEXISPOT
FORENSIT LTD
FORESCOUT TECHNOLOGIES
FORESEESON CUSTOM DISPLAYS
FORMAX, A DIVISION OF BESCOP, INC
FORNETIX
FORTINET
FOXFURY, LLC
FOXIT CORPORATION
FOXIT SOFTWARE INCORPORATED
FRANCINE COLLECTIONS
FRANKLIN WIRELESS
FRONTLINE TECHNOLOGIES GROUP LLC
FUDD SECURITY
FUJI FILM
FUJITSU
FUJITSU LA
FURMAN SOUND
FUSIONCHARTS, INC
FYBR

G OVERSTOCK
G. D. ROBERTS & CO. INC.

GAMA WORLD TECHNOLOGIES INC
GAMBER JOHNSON
GAMBER-JOHNSON DBA PREMIER MOUNTS
GARLAND TECHNOLOGY LLC
GARNER PRODUCTS, INC.
GARRETT SECURITY
GCIG INC.
GENETEC, INC.
GENUITEC LLC
GEORGEJON INC.
GET SCW (SECURITY CAMERA WAREHOUSE)
GETAC INC.
GETWIRELESS LLC
GFI SOFTWARE
GIGABYTE
GIRBAU NORTH AMERICA, INC..
GLACIER COMPUTER LLC
GLASSWALL SOLUTIONS
GLOBAL CELLULAR
GLOBAL KNOWLEDGE TRAINING LLC
GLOBAL SCANNING AMERICAS (MD) INC.
GLOBAL SILICON ELECTRONICS, INC. DBA BUSLINK MEDIA
GLOBAL TECHNOLOGY SYSTEMS, INC.
GLOWFORGE
GM 3DCONXN
GM 3M
GO-BOX LLC
GOGUARDIAN
GOLAMPS
GOLDSEAL SONUS
GOOD ACCESS
GOOGLE
GOSECURE INC.
GOTENNA, INC.
GOVRED TECHNOLOGY INC
GRADIENT CYBER
GRAID TECHNOLOGIES
GRANDSTREAM NETWORKS, INC
GRANITE TELECOMMUNICATIONS
GREEN CLOUD TECHNOLOGIES LLC
GREENLIGHT IOT
GRIDLESS
GRIFFIN TH
GRIFITI, LLC
GROUND LABS
GROUNDCONT
GRYPHN CORPORATION DBA ARMORTEXT
GRYPHON ONLINE SAFETY, INC.
GUIDANCE SOFTWARE INC
GUMDROP CASES
GUYSON CORPORATION OF U.S.A
GVISION USA INC
GYRATION

HAIVISION MCS
HAIVISION NETWORK VIDEO INC
HALL TECHNOLOGIES
HATCHING INTERNATIONAL B.V.
HAUPPAUGE
HAVIS
HCI
HEALENT
HEALTHPOSTURES LLC
HEARTLAND PAYMENT SYSTEMS, INC
HECKLER
HEDVIG
HELP/SYSTEMS LLC
HERITAGE TRAVELWARE, LTD
HD MEDICAL INC
HID CORPORATION
HIGH POINT TECHNOLOGIES
HIGHER GROUND GEAR
HIKVISION DIGITAL TECHNOLOGY
HIPERWALL, INC.

HITACHI
HITACHI BIOMETRICS
HITACHIGLB
HIVEIO INC.
HMD TECH SARL
HOBİ INTERNATIONAL INC
HOMEEXCEPT
HONEYWELL
HORNET SECURITY
HOUSHTEC, LLC DBA DISTINOW (ESD)
HOVMAND A/S
HOWARD INDUSTRIES
HOWARD MED
HP ENT
HP INC
HRB DIGITAL LLC
HSM OF AMERICA LLC
HTC
HTM-TECH, INC DBA VERTAGEAR
HUB SECURITY
HUBBELL INCORPORATED
HUBX LLC
HUMANETICS II, LTD
HUMANSCALE CORPORATION
HYFIN
HYPER MICROSYSTEMS INC
HYPERKIN INC.
HYPERSIGN DIGITAL SIGNAGE
HYPERSOCKET SOFTWARE LIMITED
HYPERTEC
HYPR CORP
HYUNDAI
HYVE SOLUTIONS EUROPE LIMITED

I/O MAGIC
I-BLASON
I-TEC TECHNOLOGIES
IA.CONNECTS
IBM
IBOSS
ICONTROL NETWORKS INC.
ICS-JMR
ID TECH
IDEAMAPPER INC
IDEE
IDENTIV, INC
IDERA, INC.
IDEUM, INC.
IDM COMPUTER SOLUTIONS, INC.
IEI TECHNOLOGY USA CORP.
IGEL TECHNOLOGY
IKAN
IKEY
ILG
ILLUMINARI
IMAGEWARE SYSTEMS, INC
IMAGICLE
IMAGINARY PEOPLE
IMAGINGO
IMPACT PRINTING AND GRAPHICS, LTD
IMPARTNER
IMPERO
IMPERVA
IN FOCUS
IN WIN DEVELOPMENT
INCASE-STRATEGIC
INCIPIO
INCISIVE SOFTWARE
IND WEAPON
INDEED
INDENI
INDEPENDENCE IT
INDIE HEALTH LLC
INDIVIDUAL SOFTWARE INC.
INDUSTRY WEAPON

INFINITE GROUP, INC.
INFINITE STUDIO
INFIO
INFOBLOX
INFOCASE INC
INFORMA SOFTWARE
INFORMATICA LLC
INFOTREND TECHNOLOGY
INFOVISTA CORP.
INFRASCALE INC
INGRAM MICRO
INLAND PRODUCTS INC.
INNODISK USA CORPORATION
INNOVATIVE OFFICE
INNOVATIVE VIDEO TECHNOLOGY, DBA INVIDTECH
INSEGO NORTH AMERICA, LLC
INSIGHT
INSIGHT DIRECT USA INC.
INSPIRED ELEARNING
INSTORESCREEN LLC
INTEGRA
INTEGRA OPTICS, INC.
INTEGRAL SOLUTIONS GROUP
INTEGRATION TECHNOLOGIES GROUP, INC.
INTEL
INTELLIGENT COMPUTER SOLUTIONS
INTENDA
INTENT INTERNATIONAL INC
INTERACTIVE MEDIA CORPORATION DBA KANGURU SOLUTIONS
INTERMEC CORPORATION
INTERTECH TRADING CORPORATION
INTRACOM USA, INC.
INTUIT
INVICTI SECURITY CORP.
INVITRIX
IOGEAR
IOTECH
IOTECHA
IP TRADE
IPASS
IPEARL INC
IPSWITCH
IQPM AR DATA
IROBOT CORPORATION
IRON BOW
ISI TELEMAGEMENT SOLUTIONS, LLC
ISTARUSA INC.
ISTORAGE LIMITED
ITERNITY
IVALU8
IVALUA
IXSYSTEMS, INC

J2 CONSENSUS EFAX
J5CREATE / KAJET
JACO
JAMF
JAR SYSTEMS, LLC
JCPAL
JEFA TECH, INC
JELCO, INC.
JEM ACCESSORIES
JETBRAINS AMERICAS INC.
JK IMAGING LTD
JLAB AUDIO
JMC GLOBAL TECHNOLOGIES I, L.P.
JO-RO MANUFACTURING COMPANY LTD.
JOBSITE TECHNOLOGY GROUP
JPL TELECOM HOLDINGS, LLC
JR THERMAL
JUICED
JUNIPER NETWORKS



KAMINARIO
KANEX PRO
KANG YANG INTERNATIONAL CO. LTD.
KANO COMPUTING LTD
KANTEK INC.
KASERNET INC.
KCPAL
KENSINGTON
KEONN
KERIO
KEY SOURCE INTERNATIONAL
KEYOVATION, LLC
KEYSIGHT
KHLANDSBG
KINCAID IT
KINESIS CORPORATION
KINGSTON
KLAXOON
KOAMTAC, INC.
KODAK
KOFAX
KOM SOFTWARE INC.
KOMPRISE, INC.
KONAMI DIGITAL ENTERTAINMENT
KONFTEL
KONICA MINOLTA
KONICA-STRATEGIC
KORE DESIGN LLC
KRAMER ELECTRONICS
KUTIR
KYOCERA
KYOCERA MITA

L SQUARED DIGITAL SIGNAGE
LA CIE
LABTECH
LANDAIRSEA SYSTEMS, INC
LANDSBERG / REMAN
LANIER
LANTRONIX
LAPLINK.COM
LARSON PACKAGING COMPANY LLC
LASTLINE, INC.
LAUNCH PAD
LAVA COMP
LAW TOOL BOX
LAWSON SCREEN & DIGITAL PRODUCTS, INC.
LD SMART
LEARN21
LEGACY INTERACTIVE, INC.
LEGRAND DATA
LEICA
LENOVO
LEPIDE SOFTWARE PVT LTD
LET'S GEL, INC.
LEXAR
LEXMARK
LG
LIEBERT
LIFESIZE COMMUNICATIONS, INC
LIFI LABS
LIGHTSPEED
LIMINEX INC.
LIND ELECTRONIC DESI
LINEARFLUX USA INCORPORATED
LINKLABS
LINKRUNNER LLC DBA NETALLY
LINKSYS
LIQID INC
LIQUID PC
LISTEN INNOVATION INC.
LIVETILES CORP.
LOADBALANCER.ORG, INC.
LOCKNCHARGE TECHNOLOGIES, LLC
LOFTWARE, INC

LOGIC NOW INC.
LOGICAL MAINTENANCE SOLUTIONS
LOGICALIS INC
LOGICMONITOR INC
LOGICUBE, INC.
LOGITECH
LOREX CORP.
LOWRY HOLDING CO
LU INTERACTIVE
LUBRIZOL ADVANCED MATERIALS, INC.
LUTRON ELECTRONICS CO., INC.
LUXUL
LYNX TECHNOLOGY PARTNERS
LYVE CLOUD

M360DEGREES
M-S CASH DRAWER CORPORATION
MADCATZ
MAGIX SOFTWARE GMBH
MAILSTORE SOFTWARE GMBH
MAINPINE, INC.
MAKE-SENSE
MAKERBOT
MAKER'S EMPIRE
MAKITO USA, INC
MALWAREBYTES
MAN & MACHINE, INC.
MANDOE MEDIA
MANHATTAN - STRATEGIC
MARABU NORTH AMERICA LP
MARKETS AND MARKETS
MARSHALL ELECTRONICS
MASON AMERICA
MATERIALISE USA LLC
MATROX
MATTTEL INC
MAX INTERACTIVE INC.
MBM TRADING INC
MBX
MDI INC DBA TAG TECHNOLOGY
MEDALLIA
MEDIATECH, INC.
MEDIGATE
MEGAPORT
MEGH COMPUTING
MELLANOX
MEMORY EXPRESS
MENLO SECURITY
MERCURY
MERIDIAN TECHNOLOGIES INC
MERIDIAN ZERO DEGREES, LLC
MERKURY INNOVATIONS LLC
MATTERPORT
META COMPANY
METADOT CORPORATION
METEOR EDUCATION LLC
METRO BUSINESS SYSTEMS, INC.
METROPOLITAN VACUUM CLEANER CO., INC.
METTLER TOLEDO, LLC
MICRO MICR CORPORATION
MICRO SOLUTIONS ENTERPRISES
MICRO STRATEGIES
MICRON
MICROPAC TECHNOLOGIES, INC.
MICROSEMI
MICROSOFT
MILESTONE AV TECHNOLOGIES
MILESTONE SYSTEMS
MILLENNIUM RETAIL SOLUTIONS DBA CRIMSON
MIMO DISPLAY LLC DBA MIMO
MINIO
MITEL NETWORKS
MK1 STUDIO
MOBILE EDG
MOLEX

MONITORS
MINGTEL INC DBA AZPEN INNOVATION
MIRANTIS, INC.
MMF POS
MOBIL TRACKR
MOBILE DEMAND, LC
MOBILE INTERNATIONAL INC
MOBILE MARK, INC.
MOBILE TECH/ARMORACTIVE
MOBISYSTEMS INC
MOHAWK USA
MOLEX
MONOPRICE
MONNIT
MOONWALK
MOORECO, INC.
MORE DIRECT
MORPHEUS DATA, LLC
MOTOROLA
MOVAVI SOFTWARE INC.
MSI
MTA MOVING
MULTITECH SYSTEMS
MULTPLX
MURATEC
MUSEUM
MUTALINK
MUTARE SOFTWARE
MXL
MYRICOM

N1 CRITICAL TECHNOLOGIES, INC.
NAGIOS
NANONATION
NANOV
NATIONAL PRODUCTS
NAVORI INC.
NCP ENGINEERING INC
NEC
NEKTOVA GROUP LLC
NELSON-MILLER INC.
NERDIO, INC.
NESA
NEST
NETAPP
NETGEAR
NETI
NETIS SYSTEMS USA CORP.
NETKILLER
NETLIST, INC.
NETMOTION SOFTWARE, INC.
NETOP TECH INC.
NEUVECTOR
NEVERWARE, INC
NEW DREAM
NEWELL RUBBERMAID, SANFORD L.P.
NEWLINE INTERACTIVE, INC
NEXENTA
NEXLINK COMMUNICATIONS LLC
NEXT DLP
NEXTIVA
NGINX
NIAGARA NETWORKS
NICE SYSTEMS INC
NICELABEL AMERICAS, INC.
NIMBLE
NIMBUS DATA INC
NINEYARDS
NINJIO
NINTENDO OF AMERICA
NINTENDO OF AMERICA INC.
NITEL
NITRO SOFTWARE INC.
NLU PRODUCTS, L.L.C. DBA BGZ BRANDS
NOBLE SEC

NODEWEAVER
NOKIA
NOLO - STRATEGIC
NONSTOCK MISC VENDOR
NORTEK SECURITY & CONTROL LLC
NOVASTOR CORPORATION
NOW MICRO
NSION TECHNOLOGIES
NSX TECHNOLOGIES INC DBA ANYWHERE CART
NTERONE CORPORATION
NUMONIX, LLC
NUPOST
NUREVA
NUTANIX
NUWAVE
NVIDIA

OBJECT FIRST
OBSERVINT TECHNOLOGIES INC
OCEAN INC
OKIDATA
OMNICHARGE
OMNI SYSTEMS
OMNIVEX
ONAPSIS
ONE ID
ONE STOP SYSTEMS, INC
ONE WORLD TOUCH, LLC
ONESTREAM
ONGUARD SYSTEMS
ONVIEW
ONYX GRAPHICS INC
OPEN-E
OPEN TEXT
OPENGEAR
OPMANTEK
OPSWAT
OPTICON, INC.
OPTOMA
ORACLE
ORBIC
ORDR, INC.
ORESUS INC
ORIONVM INC.
ORTRONICS
OTHER WORLD COMPUTING, INC.
OTTERBOX
OVERLAND

PACKAGING STRATEGIES, INC
PAESSLER GMBH
PALMER DIGITAL GROUP
PALO ALTO NETWORKS
PANASONIC
PANDA DISTRIBUTION, INC.
PANDUIT
PANNIN TECHNOLOGIES, LLC
PANORAMA ANTENNAS, INC.
PANZERGLASS
PARA SYSTEMS INC.
PARABLUE
PARAGON FURNITURE, INC
PARAGON SOFTWARE GROUP CORP
PARALLELS
PARK PLACE TECHNOLOGIES LLC
PARSEC TECHNOLOGIES, INC.
PARTPOINT INC
PATCH MY PC LLC
PATRIOT
PAYPAL
PC MATIC INC (DS)
PCTEL, INC.
PDI
PEACH FUZZER LLC
PEAK-RYZEX, INC.



LINECARD



TD SYNnex

PEERLESS AV	QUANMAX USA INC	SACO ENTERPRISES INC. DBA PACTECH	SIIG
PEGASUS LOGISTICS GROUP, INC.	QUANTA	SAFE SOFTWARE INC	SIKLU
PERFECT FIT TECHNOLOGIES, INC	QUANTUM	SAFETY VISION	SIMEON CLOUD
PERIMETER 81	QUARK INC	SAHARA PRESENTATION SYSTEMS INC. DBA CLEVERTOUCH	SIMPLIFI
PHILIPS	QUATRO	SAILPOINT	SK HYNIX
PHOENICS ELECTRONICS CORPORATION	QUICK QUALITY CABINETS	SALAMANDER	SKYEBROWSE
PHOOZY	QUICKEN INC	SAMSONITE	SILICOM CONNECTIVITY SOLUTIONS
PHUNWARE	QUICKET SOLUTIONS	SAMSUNG	SILICON POWER
PHYBRIDGE INC	QUOTIENT, INC.	SANDISK	SILVERSKY, INC.
PICAB, INC	QUMU	SANGOMA	SIMPLY NUC, LLC
PING HD, LLC	QUNIFI LIMITED	SANS DIGITAL	SINGLEWIRE
PING IDENTITY		SANYO DENKI AMERICA, INC.	SIOS TECHNOLOGY CORP.
PIONEER	RACKMOUNT	SAP AMERICA	SIPPIO
PIVOT TECHNOLOGY SERVICES CORP.	RACKSOLUTIONS INC	SAPIEN TECHNOLOGIES, INC.	SIXGILL
PIVOT3	RADAPTIVE	SATECHI	SIYATA MOBILE
PIVOTAL SOFTWARE INC	RADIO IP	SATO	SKB CASES - STRATEGIC
PLANAR	RADWARE	SAVANT TECHNOLOGIES LLC, DBA GE LIGHTING, A SAVANT COMPANY	SKETCH
PLAYSEAT	RAIN DESIGN - STRATEGIC	SAVIN	SKYKICK
PLDS USA INC	RAM MOUNTS	SAVIYNT	SKYKIT
PLIOPS	RANGEFORCE	SCALA	SKYTECH USA LLC
PLIXER LLC	RAPIDDEPLOY INC	SCALE COMPUTING	SLASHNEXT
PLUG-IN STORAGE SYSTEMS, INC	RAPTOR BLASTING SYSTEMS LLC	SCALEFLUX	SMART TECHNOLOGIES
PLUGABLE TECHNOLOGIES	RARITAN	SCANTRON CORPORATION	SMARTAVI
PLUMGRID, INC.	RAYCOP NORTH AMERICA INC	SCHEDMD	SMARTOPTIC
PLUS TECHNOLOGIES, LLC	RAYMOND & LAE ENGINEERING, INC.	SCIANTA ANALYTICS LLC	SMK LINK
PNY	RAZER	SCIENCE LOGIC	SNAPT
PODIUM DATA INC	READYDOCK, INC. DBA ICLEANSE	SCM MICRO	SNX/MFR PC RETURNS / REMAN
POLARIS DEVELOPMENT CORP.	REALDEFENCE LLC	SCOOPER SOFTWARE INC	SOC PRIME
POLARITY.IO, INC.	REALVNC LTD	SCOPESTACK	SOCIAL SAFEGUARD INC
POS	RECAST SOFTWARE, INC.	SCORE VISION	SOCKET COMMUNICATIONS
POSDATA, INC., A DIVISION OF CONTROL SOLUTIONS, INC.	RECORDEX MANUFACTURING, INC.	SCREENBEAM INC.	SOCKET MOBILE
POSIFLEX	RED GATE SOFTWARE LTD	SEAGATE	SOFTLAYER TECHNOLOGIES, INC
POSTURITE LTD.	RED HAT	SEAGULLSCIENTIFIC	SOFTWARE & PERIPHERALS
PRADEO	RED LION CONTROLS, INC	SEAL SHIELD	SOFTWARE AG
PRECISION DYNAMICS CORPORATION	REDSKY TECHNOLOGIES	SECLORE	SOHNEN ENTERPRISES, INC.
PRECISION MOUNTING TECHNOLOGIES LTD.	REDWOLF SECURITY	SECPOD LTD PVT	SOLARFLARE COMMUNICATIONS, INC.
PREMIER S & P, LLC	RELAUNCH AGGREGATOR	SECTRIO	SOLARWINDS
PREMIUM COMPATIBLES	REMAGO	SECULORE SOLUTIONS, LLC	SOLE SOURCE TECHNOLOGY, LLC
PRESTIGE INTERNATIONAL, INC.	REMARKETED	SECUREDATA, INC.	SOLITON SYSTEMS
PRETON LTD.	RESPOND SOFTWARE	SECURELOGIX CORPORATION	SONIC FOUNDRY INC.
PRINT FINISHING SOLUTIONS	RETROSPECT, INC.	SECURITY CAMERA WAREHOUSE	SONICWALL
PRINT MANAGER COMPANY	REVEALD	SECURITY COVERAGE, INC	SONNET TECHNOLOGIES
PRINTTEK	REVOLUTION ACOUSTICS	SECURITY STUDIO	SONOS
PRINTERLOGIC	RFID-STRATEGIC	SEGUE CORPORATION	SONY
PRINTIX.NET APS	RGB SPECTRUM	SEGWAY INC	SOPHOS
PRINTRONIX	RGNETS	SEH TECHNOLOGY, INC.	SOTEL SYSTEMS, LLC
PRIVAFY	RH BUSINESS TRADING LLC	SEIKO	SOTER TECHNOLOGIES LLC
PRIVATIZEME, LLC	RHINO HEALTH	SEISMIC LLC	SOUND SECURE
PRIVORO, LLC	RIBBON COMMUNICATIONS	SEMOTUS	SOURCE TCH
PRO-COM PRODUCTS, INC. / WOCF LLC.	RICHWOODS TECHNOLOGY	SENCHA INC.	SOURCING
PROCESSBOLT INC	RIGADO	SENCOR EUROPE, SPOL. S.R.O.	SP CONTROLS, INC.
PROCURRI LLC	RING CENTRAL-RAW MATERIAL	SENGLED USA INC	SPA, LLC
PROGRESS SOFTWARE	RING CENTRAL, INC	SENNHEISER	SPACEPOLE INC.
PROPRIETARY INNOVATION LABS INC	RING, LLC	SENTINEL TECHNOLOGIES, INC	SPARKLE POWER
PROTEC SCIENTIFIC	RISO-STRATEGIC	SENTRY BAY	SPECOPS SOFTWARE USA INC
PROTECT COMPUTER	RITTAL	SERVER TECHNOLOGY, INC.	SPECTRIO, LLC
PRODUCTS INC.	RIVERBED	SERVICE	SPECTRUM BUSINESS
PROLION	RIVERSIDE TECHNOLOGIES, INC.	SERVICE365	SPECTRUM CORPORATION
PROMISE	RIVET NETWORKS LLC	SERVICEPOINT365, LLC	SPICERS PAPER, INC.
PROXIMITY SYSTEMS, INC	ROBERT BOSCH TOOL CORPORATION	SHAPE SECURITY, INC.	SPIRENT
PTC, INC.	ROCKETBOT	SHAREGATE GROUP INC	SPK AND ASSOCIATES
PULSE SECURE	ROCKPORT NETWORKS	SHAREPOINTXPERTS, LLC	SPK RESOURCE
PUPPET LABS, INC	ROCKSTAR GAMES	SHARP	SPOTIFY USA INC.
PURPLE WIFI LTD	ROCSTORAGE INC.	SCHNEIDER ELECTRIC	SPRACHT PRODUCTS
PYRAMID TIME - STRATEGIC	ROKU, INC	SHUTTLE COMPUTER INT	SPRINT
	ROOFTOP	SIBLINGS INVESTMENT INC., DBA VANTEC THERMAL TECHNOLOGIES	SPRINKLE
	ROSE ELECTRONICS	SIC SALES & MARKETING INC	SQUARE ENIX INC
Q6 INTELLIGENCE, LLC	RSA	SIEMON COMPANY	SQUARE INC.
QINAP	RSTAR	SIEMONS	SSH COMMUNICATIONS SECURITY, INC.
QOMO LLC	RT SALES, INC.	SIERRA CIRCUIT REPAIR, INC	ST CYBERLINK CORP DBA GLOBAL PC DIRECT
QPCS	RTECH SOLUTIONS	SIERRA WIRELESS	STACKROX, INC.
QUALCOMM	RTHREAT	SIGNAGELIVE, INC	STAMAR PACKAGING INC / REMAN
QUALITY COMPUTER ACCESSORIES INC.	RUCKUS		STAR PRINTER
QUALYS, INC	RUGGED PROTECTION, INC.		STARLIGHT
QUAM NICHOLS COMPANY	RUN.AI		STARTECH



STARWIND
 STATIC CONTROL COMPONENTS
 STAYMOBILE VENTURE LLC
 STEADFAST INNOVATION
 STEELCASE, INC.
 STEMFUSE
 STIRLING COMMUNICATION SUPPLY
 STM BAGS, LLC
 STORAGE MEDIA & SUPPLIES
 STORAGECRAFT TECHNOLOGY CORP
 STORMAGIC
 STRATEGIC INTERESTS
 STRATEGIC SOURCING
 STRATOZEN
 STREAMVU INC
 SUMAR INTERNATIONAL, INC.
 SUMMA AMERICA LLC
 SUMOLOGIC
 SUNBRITETV, LLC
 SUNCRAFT SOLUTIONS INC
 SUNSHINE COMPUTERS & SOFTWARE INC D/B/A
 INNOVATION COMPUTERS
 SUPERCOM, INC.
 SUPERMICRO
 SUPERSONIC INC
 SUPPLIES DISTRIBUTORS
 SURE PEOPLE
 SUSE
 SWIFTPAGE ACT! LLC
 SYBA MULTIMEDIA INC
 SYBASE
 SYMBOL SECURITY
 SYNACOR, INC.
 SYNAMI LIMITED
 SYNERGY SKY
 SYNnex CANADA LTD
 SYNnex CLEARANCE CENTER / REMAN
 SYNnex CORP - ARUBA
 SYNnex CORPORATION
 SYNnex FINANCIAL SERVICES, INC.
 SYNnex FULFILLMENT SERVICES
 SYNnex GOLDSEAL SERVICES
 SYNnex GOLDSEAL SUPPORT SERVICES
 SYNnex INFORMATION TECH
 SYNnex LOGISTICS
 SYNnex MARKETING
 SYNnex NOC SERVICES
 SYNnex ONSITE SERVICES
 SYNnex SERVICE
 SYNnex SOLUTIONS GROUP
 SYNnex TRAINING SERVICES
 SYNnex TRAINING VOUCHER SERVICES
 SYNnex WW VENDOR GROUP
 SYNnex-WCC SUPPLY CHAIN SERVICES
 SYNITI
 SYNOLOGY
 SYNTELA CONFERENCING
 SYSDIG
 SYSTIUM TECHNOLOGIES
 SYSTRAN SOFTWARE INC.

TAA PRODUCTS
 TAG GLOBAL SYSTEMS LLC
 TAKE TWO
 TAKE-TWO INTERACTIVE SOFTWARE, INC.
 TALENT GRANT TECHNOLOGY INC.
 TALK-A-PHONE CO
 TAMR
 TANDESA LLC
 TANGENT COMPUTER INC
 TAOGLAS USA INC.
 TARGUS
 TCPWAVE, INC
 TD SOURCING
 TE CONNECTIVITY
 TEAM ONE NETWORKING, INC
 TEAM RESEARCH INC.

TEAMFUSION, INC.
 TEAMSABLE POS, INC.
 TEC LIGHTING INC.
 TECH DEFENDERS
 TECHNOMAD
 TEKLYNX SOFTWARE
 TEKNIKOS INC
 TELEDYNAMIC
 TELEEPOCH LTD
 TEMPEST LIGHTING, INC.
 TENERGY CORPORATION
 TERADICI
 TES AMERICA, LLC
 TEXTHELP INC.
 TG3 ELECTRONICS INC
 TGRMN SOFTWARE
 THALES ESECURITY
 THE DIGITAL DECISION
 THE ELEVATOR CHANNEL DBA 11 GIRAFFES
 THE JOY FACTORY
 THE OLANDER COMPANY, INC.
 THERMALTAKE TECHNOLOGIES
 THETA LAKE
 THING TECH
 THINKOWL
 THINKPARQ GMBH
 THINKWRITE TECHNOLOGIES LLC
 THINPRINT
 THOMAS REGOUT
 THREATQUOTIENT INC
 THRONMAX
 THUNDER NSI
 TIBCO SOFTWARE
 TIDEBREAK, INC
 TIGER-VAC INTERNATIONAL, INC
 TINES SECURITY SERVICES LTD
 TJ COMMUNICATIONS, INC. DBA TITAN RADIO
 TMAX DIGITAL INC.
 TMOBILE
 TMS
 TOKENEX INC.
 TONE COMMANDER
 TOOL4EVER
 TOOLS4EVER
 TOOLFARM.COM, INC
 TOOLS FOR SCHOOLS
 TOP TECH CLOCKS
 TOSHIBA
 TOTOWA SYSTEMS, INC.
 TP-LINK USA CORPORATION
 TRACEWELL SYSTEMS, INC
 TRAINING PALO ALTO
 TRANSCEND
 TRANSPORTATION MANAGEMENT SERVICES, INC
 TREMOLO SECURITY, INC
 TRENDMICRO
 TRENDNET
 TRIPP LITE
 TRIPWIRE INC
 TRNSTON NW
 TROY GROUP
 TRUCE SOFTWARE
 TRUSTED KNIGHT
 TRYTEN - STRATEGIC
 TSITOUCH
 TSSLINK INC
 TUFIN
 TURING
 TURING VIDEO
 TWISTLOCK, INC
 TYAN COMPUTER CORPOR
 TYCON SYSTEMS, INC
 U.S.GAMES DISTRIBUTION, INC
 UBI SOFT ENTERTAINMENT
 UBIX

UBZL
 UC WORKSPACE
 ULINE
 UNAVIS LLC
 UNBW
 UNC GROUP
 UNCOMMONX
 UNDEFINED VENDORS
 UNDER ARMOUR
 UNIDOC HEALTH SOLUTIONS
 UNIFORM INDUSTRIAL CORP.
 UNIMAX
 UNITECH
 UNITED DGI
 UNITED STATES LUGGAGE LLC
 UNITRENDS
 URBAN ARMOR GEAR
 USA VISION SYSTEMS, INC.
 UTIMACO INC
 UVNETWORKS
 V3GATE, LLC
 V5 SYSTEMS, INC.
 VADE / MTA MOVING
 VADE SECURE, INC.
 VALCOM
 VALISOFT
 VANDER-BENDMANUFACTURING LLC
 VARIDESK
 VARONIS SYSTEMS
 VAULT
 VCE
 VCOM INTERNATIONAL MEDIA CORP
 VDO360 LLC
 VECTRA NETWORKS, INC
 VEEAM
 VEEONE HEALTH
 VELOCLOUD NETWORKS LLC
 VENTURA TECH GROUP INC.
 VERACITY USA, INC.
 VERBATIM
 VERITAS
 VERIZON
 VERSA NETWORKS
 VERTIV
 VG RUSH CORPORATION
 VIAAS, INC.
 VIAVI SOLUTIONS
 VICTORINOX
 VIEWSONIC
 VIKING COMPUTER PARTS
 VIMEO
 VINPOWER
 VIPRE SECURITY
 VIRCOM INC
 VIRSAE
 VIRTANA
 VISION
 VISIONEER
 VISIONTEK
 VISTA IT GROUP
 VISUAL LABS
 VIVACITY TECH PBC
 VIVINT, INC.
 VIVOTEK
 VIZETTO
 VIZIFLEX SEELS INC
 VIZIO
 VMRAY
 VMWARE
 VONAGE
 VORP ENERGY, LLC
 VOTIRO
 VU RYTE , INC.
 VUZIX CORPORATION
 VWR INTERNATIONAL LLC

VXL INSTR
 VYAPAY
 VZBLTY
 WAITTIME
 WALLBOARD
 WANDERA
 WARNER BROTHERS
 WASABI
 WASP TECH
 WATCHGUARD
 WEBROOT SW
 WEBWORKS
 WEIRDWARE VENDOR GROUP
 WELLBEATS, INC
 WENGER BY GROUP III
 WESTERN DIGITAL
 WESTERNTECHSYSTEMS INC
 WEVIDEO
 WHISTIC
 WHITECANYON SOFTWARE, INC
 WHOOP USA
 WIDEPOINT
 WILLIAMS SOFTWARE ASSOCIATES
 WILSON ELECTRONICS LLC
 WIN LONG, USA LLC DBA TITANIUM
 TECHNOLOGIES
 WIND RIVER SYSTEMS
 WINMAGIC
 WINSTON INTERNATIONAL LTD.
 WIRELESS GUARDIAN, INC.
 WIREMOLD/LEGRAND
 WITFOO INC.
 WOLTERS KLUWER HEALTH
 WOOTCLOUD
 WORKS 360, LLC DBA SPRINXLE
 WORKSPOT
 WORKWELL TECHNOLOGIES
 WOWWEE
 WS02
 WSTDIGITAL
 X RITE
 X6D USA INC
 XENCELABS
 XEROX
 X13 CORPORATION
 XILINX
 XINUOS, INC. DBA UNIXIS, INC
 XOGO, INC
 XR HEALTH
 XYZPRINTING, INC

YAGNA IQ INC.
 YAMAHA
 YEALINK
 YUBICO, INC
 ZAGG INC.
 ZEBRA TECHNOLOGIES
 ZEPLIN
 ZERIFY
 ZEROSPAM
 ZETASETT
 ZEWA, INC.
 ZIMPERIUM
 ZOHO CORPORATION
 ZOTAC INTL
 ZPE SYSTEMS
 ZSCALER
 ZVT INC
 ZYXEL



OMNIA 01-97 formerly NCPA 01-97

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PC Specialists, Inc. dba Technology Integration Group (TIG)	Tom Janecek	tom.janecek@tig.com	MOSB	562-279-0950 x 4962	10620 Treena Street Suite 300	San Diego	CA	92131
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mVation Worldwide Inc	Guy Gupta	guy@mvation.com	DBE, SB, MBE	4086885060	70 Glen Street	Glen Cove	NY	11542
R.S. Knapp Co. Inc.	Keith McHugh	kelthm@napconet.com		(201) 438-1500	1000 Wall Street West	Lyndhurst	NJ	7071
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PC Net Inc, DBA PCN Strategies	Tracey Gladish	tracey.g@pcnstrategies.com		2024210885	1612 K Street Nw Suite 802	Washington	DC	20020
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Marco Technologies, LLC	Terri Brakke	terri.brakke@marconet.com		800-847-3098	4510 Heatherwood Road	St. Cloud	MN	
Elaborit INC	Derick Furtado	dfurtado@elaborit.com	SDVOSB, VOSB, SB	4436194128	35 Forsythia Lane	Bear	DE	
Government Acquisitions (govacq)	MaryJane Sweeney	maryjane.sweeney@gov-acq.com	SB	4438122155	720 E. Pete Rose Way, Suite 360	Cincinnati	OH	
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LanLogic	Dan Ferguson	dferguson@lanlogic.com		(925) 273-2317	248 Rickenbacker Circle	Livermore	CA	
Attronica	Don Bright	donb@attronica.com		804-270-3288	15867 Gaither Dr	Gaithersburg	MD	
Les Olson Company	Kieth Adams	keith@lesolsoncompany.com			3244 S 300 W	Salt Lake City	UT	
Thornburg Computer Services	Brett Hanson	bret.hanson@thornburgcs.com		425.818.5252	4168 B PL NW	Auburn	WA	
DOF Creations, LLC	Saeed Bramwell-Gordon	sbgordon@dofcreations.com		865.236.0498	12604 River Birch DR	Riverview	FL	
Converged Digital Networks	Joseph Weddle	joe@dndc.com			2051 Ogden Ave	Downers Grove	IL	60540
Central Iowa Binding dba American Business Phones	Ross Atwood	ross@americanbusinessphones.com			640 19th St	Des Moines	IA	
TechPower Solutions, Inc	Glen Jones	glen.jones@techpowerusa.com		425-979-3238	14656 NE 95th St	Redmond	WA	98052
Red River Technology LLC	George Shalhoub	George.shalhoub@redriver.com		6034488880	21 Water Street Suite 500	Claremont	NH	
BlueAlly Technology Solutions, LLC	Miriam Rodrigue	mrodrigue@blueally.com		864-640-1343	1225 Crescent Green, Suite 115	Cary	NC	27518
BrightCentra Inc	Frederick Wick	frederick.wick@brightcentra.com		650-509-0027	52 Buena Vista Road	South San Francisco	CA	94080
Golden Star Technology, Inc. DBA GST	Eileen Hsiao	ehsiao@gstes.com	WOSB, MBE	5623458711	12881 166th Street	Cerritos	CA	90703
Right Systems	Sean Padget	SPadget@rightsys.com			2600 Williamette Dr. NE	Lacey	WA	
PNJ Technology Partners	Ed McManus	ed@pnjtechpartners.com			426 New Karner Rd.	Albany	NY	
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iT1Source LLC	Guy Steinbrink	guy.steinbrink@it1.com		4807775995	1860 W University Drive	Tempe	AZ	
Thomas Consultants GOTCI	Kevin Brent	kbrent@gotci.com	SBE, MBE, LOSB	(901) 398-5750	4140 E. Raines Rd	Memphis	TN	36119
Pinnacle Networx	Bob Farrow	bob.farrow@4pnx.com		334 332-5020	73888 Tallassee Hwy	Wetumpka	AL	36092
Sterling Computers Corporation	Lynette Lambing	lynette.lambing@sterlingcomputers.com	WOSB	605.242.4017	303 Centennial Drive	North Sioux City	SD	57049
Lead Data Tech	Stacey Redmond	sjanousk@leaddatatech.com			PO Box 295	Nanuet	NY	
Enterprise Technology International (ETI)	Anthony Walker	awalker@enterpriseti.com	SDVOSB MO	7208411952	8400 E. Crescent Parkway Suite 600	Greenwood village	CO	
Action Technologies DBA Talk ATG	Mark Smith	Mark.Smith@talkatg.com		765-808-3615	3621 N Everbrook Ln STE 5	Muncie	IN	47304
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CWPA Office Supplies & Services	Michelle Kalkhoff	marketing@cwpa.com	WOSB	2812519814	PO Box 11309	Spring	TX	77391
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Velocity Network - VNET	Matt Wiertel	Matt.Wiertel@velocitynetwork.net		8148339111	121 West 10th St	Erie	PA	16501
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BridgeTek Solutions, LLC	Vance Milford	sales@bridgeteksolutions.com		864-214-0221	110 Connector Park Court	Piedmont	SC	29673
DTG	Gary Barker	gbarker@dtgweb.com	SB	8138890660	9051 Florida Mining Blvd Suite 103	Tampa	FL	
SimpleCom - Simple Communications Technologies	Brian McKeon	brian@simplecom.pro		7049959224	5582 Harrisburg Industrial Park Drive	Harrisburg	NC	
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Premier Wireless Solutions LLC	Mike Bae	mikebae@pws.bz		6502301300	452 Oakmead Pkwy	Sunnyvale	CA	
Savant Solutions	Caleb Kwong	caleb@savantsolutions.net	SB, MOSB, HubZone	916.836.8182	1007 7th St. 5th Floor	Sacramento	CA	
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vTech Solution	Anisha Vataliya	Anisha.V@vTechsolution.com			1100 H st NW suite 750	Washington	DC	20020
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ConRes	Louis Novakis	lnovakis@conres.com		508-284-6465	175 Middlesex Turnpike	Bedford	MA	
Aligned TG	John Zemonek	john@alignedtg.com		919-819-5275	601 St. Mary's Street	Raleigh	NC	27605
Meredith Digital, Inc	Bill Meredith	billm@meredithdigital.com	SB	(888)433-0000	199 E Alton	Santa Clara	CA	92707
NetX Information Systems Inc	Kevin Conlan	ks@netxinc.com	SB	609-298-9118	13 North Union St.	Lambertville	NJ	8530
Byte Works	James Willard	jwillard@byteworks.com		678-353-3003	2675 Breckinridge BLVD, STE 200	Duluth	GA	30096
Redline Networks, LP	Ivor Flannery	accounting@redlinenet.com		(972) 677-3600	2081 Hutton Drive, Suite 303	Carrollton	TX	75006
Distributed Technology Group (DTG)	Mark Mathenson	mark@dtg.com	SDVOSB	585-455-0757	499 S. Warren ST, STE 501	Syracuse	NY	13202
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CMD Technology Group Inc	Charlie Christianson	cac@cmdweb.com	SB	(413) 525-0023	11 Glendale Road	East Longmeadow	MA	1028
Ardham Technologies Inc	Shay Daves	sdaves@ardham.com	SB	(888) 510-6575	5411 Jefferson St NE #200	Albuquerque	NM	87109
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Alpha Technologies, Inc.	Andi Myers	amyers@alpha-tech.us	SDVOSB	304-721-8992	4003 Outlook Drive	Hurricane	WV	25526
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Vision Communications Co.	Merri Ann Smart	m-smart@2viscom.com	WOSB	(510) 346-0300	PO Box 593	Lakewood	CA	90714-0598
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Network Integration Company Partners, Inc. dba NIC Partners	Sean White	swhite@nicpartnersinc.com			11981 Jack Benny Drive Suite 103	Rancho Cucamonga	CA	91739
GAIN Innovation, LLC	Michael Hieber	mhieber@gain-i.com	Minority-Owned Small Business	512-658-7160	1320 Arrow Point Dr Suite 501	Cedar Park	TX	78613
Carpe Diem Technology Solutions LLC	Kyle Lyon	klyon@cdtsusa.com		716-863-6756	17103 Brulee Breeze Way	Boca Raton	FL	33496
Mark III Systems Inc	Stan Wysocki	stan.wysocki@markiiisys.com	Women Owned	713-664-9850	3600 South Gessner Rd, Ste 170	Houston	TX	77063
Artilus, Inc.	Christopher Milian	christopher.milian@artilus.net			1200 Vets Hwy Suite 107	Bristol	PA	19007
GOOGOZ.COM, INC.	Eric Young	eric@googoz.com			1255 Treat Blvd., Suite 300	Walnut Creek	CA	94597-7965
Tixzy Sencomm Inc dba Sencommunications Inc	Dayo Olabisi	dayo.olabisi@tixzy.com	SB, WO, VO, MO	813-436-5039	9208 Florida Palm Drive	Tampa	FL	33619
Dynamix Group, LLC	Laura Hemauer	laurahemauer@dynamixgroup.com	SB,WO,VO,MO	404-654-0889	1905 Woodstock Rd, Suite 4150	Rosewell	GA	30368
Affant Communications, Inc.	Josh Linn	jlinn@affant.com			2549 Eastbluff Drive, B465	Newport Beach	CA	92660
DBISP LLC	Sara Vaughn	sarah.v Vaughn@dbisp LLC.com	SB, MO, 8a	513-299-7864	8857 Commerce Park Place, Suite D	Indianapolis	IN	46268
CB Technologies, Inc.	Rachel Nelson	rachel.nelson@cbtechinc.com	WOSB, WBE		770 The City Dr S Suite 5300	Orange	CA	92868
Six Degrees Consulting	Molly Rouch	mrouch@sixdegreesconsulting.com		503-289-7255	805 Greenwood Street	Evanston	IL	60201
AIP US, LLC	MIN WANG	MWANG@AIP-US.COM	MBE	7038616427	27 Bleeker Street, Suite 236	Millburn	NJ	7041
DISTINCTIVE TECH LLC	Santiago Rodriguez	santiago@distinctivetechla.com		6266678377	18800 Amar Rd A2	Walnut	CA	91789
Netrix, LLC	Heather Sams	hsams@netrixllc.com	SB	815-316-6419	2801 Lakeside Drive, Suite 125	Bannockburn	IL	60015
Tanches Global Management, Inc.	Tanaz Choudhury	tanaz@tanches.com	HUBZone, DIR, CMBL, NCPA, GSA, f	281-826-2437	10804 Roark Rd	Houston	TX	77099
LeGrande Technical and Social Services DBA "The Digital Decision"	Sharon LeGrande	slegrande@thedigitaldecision.com			7579 Venture Drive	Alexandria	VA	22315
ACCEL BI CORPORATION	Sanjay Shirude	PMO@accelbi.com		800-651-7142	701 5th Ave #4200	Seattle	WA	98104
AURORA SYSTEMS CONSULTING INC DBA AURORA ENTERPRISE	Philip De Souza	pdesouza@aurorait.com		(888) 282-0696	2510 W. 237th Street Suite 202	Torrance	CA	90505

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Excelente, Inc. dba SafePC Solutions	Madinah Ali	msali@safepcsolutionsusa.com	WOSB, MO	404-631-6620	1100 Peachtree Street NW, Suite 200	Atlanta	GA	30309
EKC Enterprises, Inc	Chris Shafer	cshafer@ekccorp.com		559-438-0330	4658 E WEATHERMAKER AVE	Fresno	CA	93703
AXELLIANT LLC	Shahzad Munawwar	Shahzad.Munawwar@axelliant.com		424-535-1018	21250 Hawthorne Blvd, Suite 500	Torrance	CA	90503
Charter Technology Solutions LLC	Matthew Krone	matthew.krone@charterts.com	Minority Owned	866.399.3230	132 32nd Street, Suite 310	Brooklyn	NY	11232
Patricia Bennett Group, Inc DBA PBG Networks	Lisa Brousseau	lisa.brousseau@pbgnetworks.com	WBE - Woman Business Enterprise		7 Lenape Trail	Wenonah	NJ	8090
Presentation Concepts Corporation	Samantha Haun	shaun@pccav.com	Small Business, Woman Owned (NYS Pending)		6517 Basile Rowe East	Syracuse	NY	13057
Alchemy Technology Group, LLC	Graham Upton	gupton@alchemytechgroup.com		832-617-5732	11 Greenway Plaza, Suite 2600	Houston	TX	77046
CST Corp DBA Commsys Technology Corp	Himanshu Patel	hpatel@cstcorp.net		(713)-263-1300	12210 Bedford Street	Houston	TX	77031
CBM Technology	Tye Miller	tye@cbmtech.com		337-233-5010	218 East Bridge Street	Breaux Bridge	LA	70517
Virtucom	Tim Prince	tprince@virtucom.com	WO	(770) 908-8100	5060 Avalon Ridge Pkwy, Suite 300	Peachtree Corners	GA	31909-1695
Laketec	Joe Little	jlittle@laketec.com		440-575-6012	27881 Lorain Rd	North Olmsted	OH	44070
Share Tech Solutions	Mark Evans	Mark.Evans@ShareTechSolutions.com		(571) 314-8883	PO BOX 84	Annandale	VA	22003
Ingram Technologies LLC	David Ingram	david@ingramt.com		512-595-0284	PO Box 203324	Austin	TX	78720
ITSAVVY LLC	Brian Fields	bfields@itsavvy.com	Minority Owned	630-396-6305	313 South Rohlwing Road	Addison	IL	60101
ACS International Resources Inc.	Amit Rao	procurement@acsintl.com			1330 Baltimore Pike	Chadds Ford	PA	19317
Quality and Assurance Technology Corp DBA QnA Tech	Javier Tejada	jtejada@qnatech.com	MBE	646-453-7119	18 Marglinwood Dr	Ridge	NY	11961
Clutch Solutions LLC	Damien Norwood	damien.norwood@clutchsolutions.com	NMSDC MBE, Arizona DBE, NYC + h	8887258824	2152 S Vineyard Ave, Bldg. 1, Suite 102	Mesa	AZ	85210
Code 3 Technology LLC	Jim Boubelik	Jim@code3technology.com		480-888-6401	9855 E. Southern Ave. #50882	Mesa	AZ	85209
IVS Computer Technology Inc.	Suzanne Camarillo	Suzanne@ivsct.net			1415 McDonald Way	Bakersfield	CA	93309
NWN Corporation (Carousel Industries of North America)	Lauren Testa	ltesta@carouselindustries.com			659 SOUTH COUNTY TRAIL	EXETER	RI	2822
ThreatDetect Solutions	Ben Labes	ben@threatdetectinc.com			320 N Main #203	Gresham	OR	97030
BLUUM OF MINNESOTA, LLC	Michael Lima	michael.lima@bluum.com		N/A	4675 E Cotton Center Blvd, Ste 155	Phoenix	AZ	85040
Bluum USA, INC	Michael Lima	michael.lima@bluum.com		N/A	4675 E Cotton Center Blvd, Ste 155	Phoenix	AZ	85040
Evolving Solutions Inc	Bo Gebbie	bo.g@evolvingsol.com		952-500-2823	3989 County Road 116	Hamel	MN	55340
Advanced Classroom Technologies	Bob Berry	bobberry@advclasstech.com		360-658-5200	19007 59th Dr NE Suite B	Arlington	WA	98223
Future Tech Enterprise, Inc.	Dawn Rhodes	drhodes@ftei.com			500 East Broward Boulevard	Fort Lauderdale	FL	33394
Nth Generation Computing Inc	Joyce Russell	joyce.russell@nth.com	WO	858-451-2383	17055 Camino San Bernardo	San Diego	CA	92127
FEDERAL NETWORK SERVICES INC (Leverage Information Systems, Inc)	Douglas Chester	dougc@levergeis.com		4254201466	18815 139th Ave NE Ste B	Woodville	WA	98072
TECHNOLOGY EXTREME LLC	Evan Rees	evanr@technologyxtreme.com	SB	213-325-5455	28508 Coveridge Dr	Rancho Palos Verdes	CA	90275
RELEVANT-IT, INC.	Ted Alben	Ted@relevant-it.com		877-505-6664 ext 101	25876 The Old Road, Suite 302	Stevenson Ranch	CA	91381
NICKEL TECHNOLOGIES INC DBA NITECH	Trude Meyers	tmeyers@nitech.com	SB, DVBE-31850	949-439-0019	1811 Kaiser Ave. Ste 100	Irvine	CA	92614
Alpha Data Tech	Gino Valconi	gvalconi@alphadatatech.com	SB, Minority Owned, DV, Hubzone	213-297-4419	555 W 5th St 35th Fl	Los Angeles	CA	90013
Touchpoint	Chris Kiernan	ckiernan@touchpoint-inc.com	WOBE	904-712-6763	4230 Pablo Professional Court, Suite 250	Jacksonville	FL	32224
United Data Technologies Inc. / UDT	Legal Support	legalsupport@udtonline.com		954-308-5256	2900 Monarch Lakes Blvd	Miramar	FL	33027
Frontier Technology, LLC DBA MicroAge	Larry Fulop	larry.fulop@microage.com		480-366-2143	8160 S. Hardy Drive	Tempe	AZ	85284
Magnell Associate Inc DBA Newegg.com	Leon Lu	Leon.L.Lu@neweggbusiness.com		626.271.1321	17560 Rowland St	City of Industry	CA	91748
Ednetics Incorporated	Leslie Mellott	leslie.mellott@ednetics.com		208-777-4709	971 S Clearwater Loop	Post Falls	ID	83854
ISSQUARED, INC.	Lee Craft	rgobeill@issquaredinc.com	MOBE	805-277-0114	2659 Townsgate Rd Ste 227	Westlake Village	CA	91361
ANVIL WORKS, LLC	Sara Nerenberg	sara@anvilworks.com	SBA, WO, VO, SDVBE, DBE	602-300-9619	7702 E Doubletree Ranch Rd	Scottsdale	AZ	85258
Anuvision Technologies	Summer Vyne	svyne@anuvisiontech.com	MOWOSB	904-720-2182	3738 Southside Blvd Suite 105	Jacksonville	FL	33216
Triden Group Corp	Paul Edge	paul.edge@tridengroup.com	Veteran owned	858-776-3945	7220 Trade Street	San Diego	CA	92127
GDT General Datatech LP	Ed Bosak	ed.bosak@gdt.com			999 Metro Media Place	Dallas	TX	75247
CAF TECH INC	Jesse Wallace	jesse@caftechinc.com	SB, Micro Business	949-559-1663	6202 TELMO	Irvine	CA	92618
Seamless Advanced Solutions, LLC	LeeAnn Colon	lcolon@sas-us.com	Small Business, Minority Owned		12600 Hill Country Blvd Ste R-275	Bee Cave	TX	78738
Broadway Typewriter Company Inc. DBA Arey Jones Educational Solutions	Sydney Bensinger	Sydney.Bensinger@areyjones.com	SB	800-998-9199	1055 6th Ave Suite 101	San Diego	CA	92101
TRICADE TECHNOLOGY SOLUTIONS	Sam Do	SDo@Tricade.net		858-522-0099	10620 Treena St. Ste 230	San Diego	CA	92131
APEX Digital Imaging Inc	Milton Jones	milt@apexdigitalimaging.com	MOSB; VOSB	(813) 973-3034	16057 Tampa Palms Blvd W	Zephyrhills	FL	33543
Thomas Galloway Corporation dba Technologent	Isabel Rivera	isabel.rivera@technologent.com	WBE. WBENC	303-606-7629	100 Spectrum Center Drive, Suite 700	Irvine	CA	92618
General Microsystems Inc DBA GLOBAL MARKET INNOVATORS, INC (GMI)	GMI Legal	Legal@GMI.com	MOSB	602-770-2822	13430 N Black Canyon Hwy #250	Phoenix	AZ	85029
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Upstate Wholesale Supply DBA. Brite	Trevor Smith	tsmith@brite.com			7647 MAIN STREET	FISHERS VICTOR	NY	14564
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SSP Data	Sandesh Mutha	sandesh@ssp.com	SB, Minority Owned	510-215-3438	1304 S 51st Street	Richmond	CA	94804
OmniPro LLC	Roshan Silva	roshan@omniprolc.com	SBE	415-549-3498	50 Mendell St Suite 2	San Francisco	CA	94124
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AVIDEX INDUSTRIES LLC DBA AVIDEX	Claudia Guerra	Claudia.guerra@avidex.com		949.428.6333	8509 154th Avenue North East, Suite 100	Redmond	WA	98052
InterDev, LLC	Jason Brookins	JBrookins@Interdev.com		770-643-4400	P.O. Box 84 Annandale VA 22003 US	Rosewell	GA	30076
Kambrian Corporation	Cathy Hsieh	team4@kambrian.com	8a, WOSB, SDB, MBE, EDWOSB	626-964-4445	2707 E Valley Blvd ste 312	West Covina	CA	91792
STN INCORPORATED	Shanelle Frisbie	shanelle@stninc.com	Minority Owned	1-866-459-0642	1258 Quarry lane, Suite G	Pleasanton	CA	94566

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Paragon Micro, Inc	Carroll Genovese	cgenovese@paragonmicro.com	SB	703-268-2661	2 Corporate Drive, Suite 105	Lake Zurich	IL	60047
Cerium Networks	Chris Miller	cmiller@ceriumnetworks.com		509-536-8610	1636 W 1st Ave	Spokane	WA	99201
Montgomery Electronics & Communications Services, LLC	Derek Montgomery	dmontgomery@mecsunlimited.com	MO, DBE	334-730-4501	236 Mountain Ridge Road	Millbrook	AL	36054
Key Code Media, Inc	Mike Cavanagh	mcavanagh@keycodedmedia.com		(818) 303-3900	571-314-8883	Burbank	CA	91502
Team 29B	Aileen Ryab	aileen@team29b.com		(410) 703-2913	4157 Mountain Road #207	Pasadena	MD	21122
EDU Tek, LTD	Matthew Orifici	matthew.orifici@edutek.com			99 fulton street, 2nd floor suite 2	White Plains	NY	10606
Phaeton Solutions	Anthony Cole	acole@phaeton-solutions.com		(202) 805-1359	12110 Sunset Hills Rd. #600	Reston	VA	20190
Intelligent VAR Technology d/ba INTELLI-TECH	Rosy Salgado	rosy@intelli-tech.com	Woman Owned	909-480-4387	1652 Yeager Avenue	La Verne	CA	91750
Atrium Advisory Services Inc.	Mikki Pierce	info@atriumadvise.com	WOSB, MBE	224-587-7724	790 Estate Drive, Suite 200	Deerfield	IL	60015
Burwood Group	Dani Lockett	dlockett@burwood.com		312-327-4696	125 S Wacker Drive, Suite 2950	Chicago	IL	60606
Imperium Data Networks	Andon Lucas	Andon@imperiumdata.com	SB	978-828-1147	8508 Benjamin Road	Tampa	FL	33634
CCT Technologies, Inc. dba ComputerLand of Silicon Valley	Cathy Souza	csouza@cland.com	WO, Minority Owned	408-519-3230	808 WEST SAN CARLOS STREET,, SUITE 20	San Jose	CA	95126
Integrated Computer Solutions - ICS	Michael Woodford	mwoodford@icscomplete.com		607-757-9551	111 Grant Ave, Ste 103	Endicott	NY	13760
Enterprise IT Security	Andrew Bena	benaa@eits.com		(803) 280-0283	525 North Tryon Street Suite 1600	Charlotte	NC	2301791
Portola Systems, Inc.	Ryan Miller	rmiller@portolasystems.net		707-827-4312	PO Box 361	Sebastopol	CA	95473
Cumberland Group, LLC	Rob Wentz	Rob.wentz@cumberland.com		770-575-9280	300 Galleria Pkwy, Suite 1600	Atlanta	GA	30339
WB Mason	Ross Langevin	ross.langevin@wbmason.com		888-926-2766	59 Centre Street	Brockton	MA	02303
Netway Communications	Joseph Cerney	joe@netwaycom.com		(585) 370-9778	300 Main Street Suite 4-204	East Rochester	NY	14445
Metrix Solutions LLC (Pileum Corporation)	Sonny Beneke	sonnybeneke@pileum.com	SB, WO, MO, VO	601-863-0086	190 E Capitol Street, Suite 175	Jackson	MS	39201
ROK Brothers	Ryan O'Kane	ryan@rokbrothers.com		800-914-3334	8201 Cloverleaf Drive	Millersville	MD	21108
Deploy-Tech, LLC	Mabior Manyok	juuk@deploytechllc.com	Minority Small Business	515.499.1926	1622 11th St	Des Moines	IA	50314
Pinnacle Business Systems Inc	Amber Lawhun	amber.lawhun@pbsnow.com		405-359-0121	3824 S. Boulevard, Suite 200	Edmond	OK	73013
Bridge Data Solutions	Michelle Brichard	michelle@bridge-data.com		503-807-6421	8201 164th Ave NE Suite 200	Redmond	WA	98052
AMERICAN CONVOI, LLC	Jason Langston	jason@americanconvoi.com	SDVOSB	623-225-9965	500 East Main Street	Natchez	MS	39120
Prime Communications DBA Prime Secured	Darcy Renm	dremm@primesecured.com		402-289-4123	3603 N 222nd St. PO Box 131	Elkhorn	NE	68022
Koi Computers Inc	Catherine Ho	catherine@koicomputers.com	SB, WOSB, SDB	6306278811	1342 Warren Ave suite B	Downers Grove	IL	
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NTT AMERICA INC	Julie Campbell	julie.campbell@global.ntt		775-737-1939	1 Penn Plaza, Suite 4920	New York	NY	10119
BUY A COMPUTER, CORP	Judah Zelik	jzelik@buyacomputer.com		847-774-4000	1075 Route 17M	Monroe	NY	10950
Cloudstream Systems LLC	Darren Heath	Darren@cloudstreamsystems.com	SB	704-916-9664	1820 Harris Houston Rd, PO BOX 621162	Charlotte	NC	28262
Sanity Solutions Inc	Sheila Gentile	sgentile@sanitysolutions.com		720-570-1668	1720 S Bellaire St Suite #550	Denver	CO	80222
Naka Technologies	Erica Colorio	emc@nakatech.com	MBE		120 Commerce Drive, Suite 106	Hauppauge	NY	
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Halo Solutions	Kim Henderson	kim.henderson@halosolutions.us	MBE, WBE, WOSB	513-368-4256	2518 Burnsds Blvd #307	The Villages	FL	32163
Integra Business Center Inc/DBA IntegraONE	Linda Sadler	lsadler@integraone.com		484-223-3480	7248 Tilghman Street Suite 120	Allentown	PA	18106
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STRUCTURED COMMUNICATIONS SYSTEMS INC	Casey Richmond	crichmond@structured.com		(503) 513-9979	12901 SE 97th Ave., Suite 400	Clackamas,	OR	1868460
LANROVER	Rich Sallustro	rich.sallustro@lanrover.net		(631) 418-8018	85 S SNEDECOR AVE.	Bayport	NY	11705
Premier Federal	Paul Gupta	pgupta@premfed.com	8A, MWO, Hub	678-643-3034	3410 W Hospital Ave, Suite 201	Atlanta	GA	30341
Visionworx, LLC dba CCS Presentation Systems	John Doster	jdoster@ccssoutheast.com		904-998-7227	10393 Fortune Pkwy	Jacksonville	FL	32256
Modern Networks, LLC	Robert Langdale	rlangdale@modernnetworks.com		602-882-5801	255 Primera Blvd Suite 160	Lake Mary	FL	32746
Pruitt Communications, Inc. dba PCI Technologies	Tommy Pruitt	tpruitt@pci-tec.com		334--944-3102	100 South Main Street	Headland	AL	36345
Decision Tree, Inc.	Brent Lawson	Blawson@dtreetech.com	WOSB	915-584-3419	306 Thunderbird Dr.,	El Paso	TX	79912
MorseCom	Annette Costello	acostello@morsecom.com	WOSB, WBENC, VO	321-239-8469	395 East Drive	Melbourne	FL	32904
PACKET FUSION INC	Todd Peterson	tpeterson@packetfusion.com		925-701-2072	4301 Hacienda Drive, Suite 400	Pleasanton	CA	94588
QUEST MEDIA & SUPPLIES INC	AMY COMI	AMY_COMI@QUESTSYS.COM		916-338-7070	9000 Foothills Blvd. Ste. 100	Roseville	CA	95747
Network Solutions, Inc. - NSI	Jason Noel	jasonn@nsi1.com		574-302-2561	12190 Adams Rd, PO Box 193	Granger	IN	46530
N4MATIVE	Bobby Logan	bobby.logan@n4mative.com	Minority owned	678-648-9702	3325 Paddocks Parkway Suite 375	Suwanee	GA	30024
Micro Computer Systems	David Mcnurlen	dmcnurlen@microk12.com		(425) 212-2733	3310 York Rd	Lynnwood	WA	98087
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IAYF Consulting	Carnegie Johnson	CarnegieJ@IAYFconsulting.com	MOSB	803-766-0344	101 Buckingham Blvd	Sumter	SC	29153
Trifecta Networks	Lori Baker	lori@trifectanetworks.com	SB	813-321-6271	4027 Tampa Road, Suite 3900	Oldsmar	FL	34677
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9to5 Computer	CHRIS RAAB	chrisraab@9to5computer.com		904-280-2544	3948 THIRD ST. S #103	Jacksonville	FL	32250
Dataram	Jill Shapiro	jshapiro@dataram.com			777 ALEXANDER R	PRINCETON	NJ	08540
Vault Global	OGECHUKWU EZE	oeze@vaultglobal.io	EDWOSB	908-956-2444	548 HOMER TERR	Union	NJ	07083
WaveStrong, Inc.	Dan Joslin	danhoslin@wavestrong.com	MOSB	866-388-2002	5674 Stoneridge Drive Suite 225	Pleasanton	CA	94588
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Kobus Technologies	Ron Cotsopoulos	Ron@kobustechnologies.com	VO	318-746-8846	2400 Old Minden Road, Ste 4E	Bossier City	LA	71112

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Ahead	Peter Theodore	peter.theodore@ahead.com		916-789-3587	100 Concourse Parkway, Suite 135	Birmingham	AL	35244
TROUBADOUR TECHNOLOGY, INC	Jim Czarnecki	jczarnecki@troubadourtech.com						
UPNINE	Bob Ryan	bob.ryan@upnine.com		781-261-2761	90 LONGWATER DRIVE	Norwell	MA	02061
CS Business Systems	Kevin Peterson	kpeterson@csbusiness.com			1236 MAIN STREET	BUFFALO	NY	14209
Public Safety Solutions Missouri LLC	Tanya Morrison	tanya@pss-mo.com		520-403-6665	1401 E Trafficway St	Springfield	MO	65802
Solutionz, Inc.	Barry Green	bgreen@solutionzinc.com	Minority Owned		901 Birringham Ave	Los Angeles	CA	90049
Excel Management Systems, Inc(EMSI)	Naresh Induri	CEO@EMSI.com		614-704-0164	8876 WHITNEY DR	LEWIS CENTER	OH	43035
Computacenter US	Matthew Girardot				250 PEHLE AVE, STE 311	SADDLE BROOK	NJ	07663
MCG BUSINESS SOLUTIONS, INC	Chris Morton	cmorton@mcgnow.net		251-650-2231	1956-J University Blvd	Mobile	AL	36609
SYSTEM TECH INC	Dave Lawes	dave@systemtech.us		208.362.6493 ext 3	2854 S. Featherly Way	Boise	ID	83709
Heartland Business Systems	Mark Koxlien	mkoxlien@hbs.net		800-236-7914	1700 Stephen Street	Little Chute	WI	54140
Triumph Cabling Systems, LLC	Cher Garcia	cbgarcia@triumph-cs.com	Minority Owned, HUB, Small Business	713.465.9988	17130 Groschke Rd	Houston	TX	77085
MICRO TECHNOLOGY SOLUTIONS INC	Chris Martin	cmartin@mtsolutions.net			132 Alden Rd.	Fairhaven	MA	2719
NetBinder LLC	Patrick Ryan	pryan@netbindersi.com			748 South Meadow Parkway Suite A9-137	Reno	NV	89521
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Computer Design Center	Ron Wickham	rwickham@computerdesign.net			249 West Main Street	Branford	CT	6405
MetTel	David Mitchell	dmitchell@mettel.net		212-607-2041	4830 West Kennedy Blvd	Tampa	FL	33609
QUEST MEDIA & SUPPLIES INC	AMY COMI	AMY_COMI@QUESTSYS.COM		916-338-7070	9000 Foothills Blvd. Ste. 100	Roseville	CA	95747
N4MATIVE	Bobby Logan	bobby.logan@n4mative.com	Minority owned	678-648-9702	3325 Paddocks Parkway Suite 375	Suwanee	GA	30024
MNJ TECHNOLOGIES DIRECT	Kevin Cowan	kcowan@mnjtech.com	WOSB	847-876-8838	1025 Busch Parkway	Buffalo Grove	IL	60089
Vision21	Adam Blum	ablum@vision21.com	WO	843-269-5937	3200-105 Wellington Ct	Raleigh	NC	27615
Acordis International Group	Brandee Snyder	bsnyder@acordiscorp.com		954-620-0072	2785 N Commerce Pkwy	Miramar	FL	33025
Global Group Holding LLC	Kevin Logan	kevinlogan@globalgroupholding.net	SDVO	318-423-5528	2524 Parham Drive	Shreveport	LA	71109
Keystone Business Solutions	Michael Miller	mmiller@wearekeystone.com		615-826-3500	3050 Business Park Cir, Suite 301	Goodlettsville	TN	37072
Step CG, LLC	TJ Fugette	tfugette@stepcg.com		513.795.6000	50 E Rivercenter Blvd #900	Covington	KY	41011
Prodigio Holdings, Inc.	Ezekial Haynes	ezekiel@prodigioholdings.com		850-296-2410	2817 Topaz Way	Tallahassee	FL	32309
Keller Schroeder	Jason Smith	jsmith@kellerschroeder.com		812-474-6825	4920 Carriage Drive	Evansville	IN	47725
Field2Base, Inc.	Matthew Lockridge	matthewl@field2base.com	SB	919-462-8500	101 J. Morris Commons Lane, Suite 115	Morrisville	NC	27560
Dox Electronics, Inc.	Dale Musson	DaleM@doxnet.com		(585) 295-1912				
GUARDIAN HOME SERVICES LLC	Bob Berry	bobberry@advclasstech.com		360-658-5200	19007 59th Dr NE Suite B	Arlington	WA	98223
Applied Computer Solutions / ACS / Computacenter	Elaine Bellock	Elaine.Bellock@acsacs.com		(925) 251-4418	15461 Springdale St	Huntington Beach	CA	92649
R2 Unified Technologies	Michael Rhyce	Michael.Rhyce@r2ut.com		561-939-6934	980 N. Federal hwy, Ste 410	Boca Raton	FL	33430
Braxton-Grant Technologies	Rick Barton	contracts@braxtongrant.com						
Deep South Communications LLC	Rob Sterrenberg	rsterrenberg@dscnetworks.com		817-416-7725	20331 Highland Rd	Baton Rouge	LA	70817
ABM Federal Sales	Steve Nuelle	Steve.Nuelle@abmfederal.com	SB	636-229-8129	625 Maryville Centre Dr, Suite 160	St. Louis	MO	63141
Integrated Security Solutions	John Ball	jball@iss-ky.com		888-328-4242	291 Etter Drive	Nicholasville	KY	40356
Six Degrees Consulting	Molly Rouch	mrouch@sixdegreesconsulting.com		503-289-7255	805 Greenwood Street	Evanston	IL	60201
Kopesky Enterprises dba SureLock Technology	Bob Kopesky	bkopesky@surelocktechnology.com		770-927-8985	297 Industrial Park Drive, Suite A	Lawrenceville	GA	30046
Intervision Systems LLC.	Tim Fedder	TFEDDER@intervision.com		408-576-4259	1802 Bayberry Court Suite 201	Richmond	VA	23226
MICROTECHNOLOGIES LLC DBA MICROTECH LLC	Pete Rivers	Contracts@microtech.net			8330 BOONE BLVD SUITE 600	Vienna	VA	
Ice Services Inc	Jake Hanson	Jake.Hanson@iceservices.net		907-644-8202	2606 C St.	Achorage	AK	99503
Driven Technologies	Jaime Mehart	jmehnert@driven.tech		646-604-4400	111 Town Sq Place, Suite 201	Jersey City	NJ	7310
Encompass-MSP	Chris Verdin	Chris@encompass-msp.com	Veteran Owned/ Minority Owned	678-590-2542	59 Noble Oak Ct	Palmetto	GA	30268
Allied Network Solutions	Jim Williams	jwilliams@ans-it.com	Service Disabled Veteran Owned	916-774-2654	5718 Lonetree Blvd	Rocklin	CA	95765
System Liquidation/CNB Computers, USA, Inc.	Bony Singh	bony@cnbcomputers.com	Small Business	908.668.0008	12539 Perry Rd	Houston	TX	77070
Mainmicro Technologies Corp.	Vincent Beauvais	Vincent@mainmicro.com			244 5TH AVE. SUITE D81	New York	NY	10001
Chromis Technology LLC	Zach Garcia	zgarcia@chromis.com	Small Business, Minority Owned	602-357-8070	67 S. Higley Road, Suite 103-165	Gilbert	AZ	85296
Archive Data Solutions	Amy Holt	amy.holt@archivedata.com						
EKI IT Consultant	Michael Keeley	mkeeley@ekiconsultant.com	MOSB	770-323-7714	1665 Bartlett Ave	Orange Park	FL	32073
CybroS, LLC	Tercel Sandifer	tsandifer@cybrossec.com	SDVOSB, SMB, MBE	305-496-0229	1150 NW 72nd Ave, Tower 1, STE 455 #8584	Miami	FL	33126
Accel Innovation Corporation	Dean Hoffman	deanh@accelinnovationcorp.com	SDVOSB, SMB	410-241-5958	10 Abington Drive	Pinehurst	NC	28374
MERGENT SYSTEMS INC	Kate Sapsford	kate@mergentsystems.com	SB/DVBE	916-633-2995	1024 Iron Point Road	Folsom	CA	95630
Global RNSC Technologies	Ranult Ross	renault_ross@globalrns.com	MBE, SDVOSB	678-862-7525	3715 Northside Parkway, Building 100, STE 500	Atlanta	GA	30327
Lumen Technologies	Brandy Vincent	brandy.vincent@lumen.com		720-888-5748	100 Centurylink Drive	Monroe	LA	71203
Mach 1 Operations	Fernando Flores	fernando@mach1ops.com						
Technology Group Solutions LLC DBA TGS	Kevin Mealy	kmealy@tgs-mtc.com	Certified MOSB; WOSB	303-501-3336	8551 Quivira Rd	Lenexa	KS	66214
BB2 Technology Group, Inc.	James Bartlett	james@bb2techgroup.com		714.409.2950	34145 Pacific Coast Highway - Suite 618	Dana Point	CA	92629
Trinity Innovative Solutions, LLC	David Harms	ddharms@tsmtexas.com		252-773-0419	2385 Oak Grove Parkway	Little Elm	TX	75068

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a
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contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

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

Does offeror agree to abide by the above? YES ES Initials of Authorized Representative of offeror

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

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provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

OMNIA PARTNERS EXHIBITS
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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
 BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
 BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

Version May 18, 2023

Check for YES: ☐

DS
ES

Fax Number: N/A

Date: Nov 13, 2023

Edward Somers
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Version May 18, 2023

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Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

Offeror's Name: TD SYNEX Corporation

Address, City, State, and Zip Code: 39 Pelham Ridge Dr. Greenville, SC 29615-593939

Phone Number: 864-349-4374 Fax Number: N/A

Printed Name and Title of Authorized Representative: Edward W. Somers Jr. VP, Public Sector

Email Address: Ed.Somers@tdsynnex.com

Signature of Authorized Representative: Edward Somers Date: Nov 13, 2023

DocuSigned by:

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

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

Affirmative Steps

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

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

Federal Requirements

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

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

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1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which

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is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

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applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:

 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

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compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

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

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- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of

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amounts in excess of \$150,000 under a federal grant.

- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c.** Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

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participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

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Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, TD SYNEX Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Edward Somers

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Signature of Contractor's Authorized Official

VP, Public Sector

Nov 13, 2023

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

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manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

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

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15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and 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.

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

Offeror's Name: TD SYNEX Corporation

Address, City, State, and Zip Code: 39 Pelham Ridge Dr. Greenville, SC 29615-593939

Phone Number: 864-349-4374 Fax Number: N/A

Printed Name and Title of Authorized Representative: Edward W. Somers Jr., VP, Public Sector

Email Address: Ed.Somers@tdsynnex.com

Signature of Authorized Representative: _____

Nov 13, 2023

Date: _____

DocuSigned by:

Edward Somers

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Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

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

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

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

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

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

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

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

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



Competitive Solicitation by
Region 14 Education Service Center
For
Advanced Technology Solutions Aggregator
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 18-19



National Cooperative Purchasing Alliance

Introduction / Scope

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

Instructions to Respondents

◆ Submission of Response

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

◆ Required Proposal Format

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

◆ Binder Tabs

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

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, 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.

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

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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ 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.

- ◆ 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.

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.
- ◆ 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.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

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.

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

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 _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

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 agency's 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://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>

Evaluation Criteria	Point Value	Ancero	ThinkGard	SYNNEX	ACP CreativIT
Pricing	40	10	10	40	30
Ability to service the contract	25	5	5	25	10
References	15	5	5	5	10
Technology	10	10	5	10	10
Value Added Products and Services	10	5	2	10	5
<u>Total</u>	<u>100</u>	<u>35</u>	<u>27</u>	<u>90</u>	<u>65</u>



Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate

Vendors Awarded Under this Contract

SYNNEX

ProMark

Evaluation Criteria	Point Value	<i>SMART Technologies</i>	<i>Unistar-Sparco</i>	<i>ProMark</i>	
Pricing	40	10	30	35	
Ability to service the contract	25	5	10	25	
References	15	15	8	7	
Technology	10	10	8	10	
Value Added Products and Services	10	10	4	10	
<u>Total</u>	<u>100</u>	<u>50</u>	<u>60</u>	<u>87</u>	<u>0</u>



Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate



Advanced Technology Solutions Aggregator

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email
Advanced Technology Solutions Aggregator	PROFESSIONAL TOP NOTCH CLEANING, LLC	Lawrence L Joseph	16332 Missionary Ridge Ave	BATON ROUGE	Louisiana	70817	2253975234	lawrencejoseph47@yahoo.com
Advanced Technology Solutions Aggregator	INSI CLOUD INC	Mani Kumar Kuchan	300 Carnegie Center, Suite 150	Princeton	New Jersey	08540	248-918-4021	mkumar@insicloud.com
Advanced Technology Solutions Aggregator	Impero Solutions Inc	Alex Ball	823 Congress Avenue	Austin	Texas	78701	8443467376	aball@imperosoftware.com
Advanced Technology Solutions Aggregator	Sequel Data Systems	Daniel Pirek	11824 Jollyville Rd.	Austin	Texas	78759	713.904.7501	daniel.pirek@sequeldata.com
Advanced Technology Solutions Aggregator	DGX Security	Sal Austin	840 Bergen Avenue	Jersey City	New Jersey	07306	2013704761	Sal@dgxsecurity.com
Advanced Technology Solutions Aggregator	CCS Presentation Systems	Conner Maloy	4357 Park Drive	Norcross	Georgia	30093	4705459732	cmaloy@ccssoutheast.com
Advanced Technology Solutions Aggregator	Cheryl Moore Enterprises	Ms. Cheryl L. Moore CEO	558 Valencia Dr.	Pontiac	Michigan	48342	2489917271	CherylMooreEnterprises@justicecherylmoore.com
Advanced Technology Solutions Aggregator	CurbTrac	Charles DeBow	124 Webster Ave	Wyncote	Pennsylvania	19095	8145743121	Charley@curbtrac.com
Advanced Technology Solutions Aggregator	En Pointe IT Solutions	George Peters	2121 Rosecrans Ave, Suite 4310	El Segundo	California	90245	4242206700	george.peters@enpointeits.com
Advanced Technology Solutions Aggregator	En Pointe IT Solutions	George Peters	2121 Rosecrans Ave, Suite 4310	El Segundo	California	90245	4242206700	george.peters@enpointeits.com
Advanced Technology Solutions Aggregator	INSI CLOUD INC	Ravi Kumar	300 Carnegie Center, Suite 150	Princeton	New Jersey	08540	2489184021	ravikumar@insicloud.com
Advanced Technology Solutions Aggregator	INSI CLOUD INC	Mani Kumar Kuchan	300 carnegie center, Suite 150	PRINCETON	New Jersey	08540	248-918-4021	mkumar@insicloud.com
Advanced Technology Solutions Aggregator	IVS Computer Technology	Suzanne Camarillo	1415 McDonald Way	Bakersfield	California	93309	6612054447	suzanne@ivsct.net
Advanced Technology Solutions Aggregator	QBO INTERNATIONAL GROUP, CORP	Felipe Bahamon	8333 NW 53rd STREET	Doral	Florida	33166	3054507646	fbahamon@qbocorporation.com
Advanced Technology Solutions Aggregator	Connection	Robert Marconi	732 Milford Road	Merrimack	New Hampshire	03054	6039133896	bob.marconi@connection.com
Advanced Technology Solutions Aggregator	ion Software Group, LLC	Larry Schwartz	PO Box 580226	Pleasant Prairie	Wisconsin	53158	8444466512	larry.schwartz@ion-k12.com
Advanced Technology Solutions Aggregator	Rivell, LLC	Ryan Van Laeys	525 NJ-73 N	Marlton	New Jersey	08053	6094225900	ryan@rivell.com
Advanced Technology Solutions Aggregator	IBSS	Svetlana Makhnovskaya	7900 Rusch Drive	Citrus Heights	California	95621	9162952030	commforblackswan@gmail.com
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Morrison

Continued from Page 1D

ies to type up her manuscript for 1970’s “The Bluest Eye” by baking the ladies one of her famous carrot cakes.

2. She was castigated by early critics for not writing about white people

In a 1973 review of “Sula,” The New York Times criticized Morrison, saying her work was boxed in by her insistence on writing about her own community – without including confrontation with whites. “Toni Morrison is far too talented to remain only a marvelous reporter of the black side of provincial American life,” wrote the critic.

In the documentary, Morrison addresses such claims. “I have had reviews in the past that have accused me of not writing about white people ... as though our lives have no meaning and no depth



Oprah Winfrey talks with Toni Morrison at an awards dinner in 2010.
FRANK POLICH/GETTY IMAGES

without the white gaze,” she says plainly. “I have spent my entire writing life trying to make sure that the white gaze was not the dominant one in any of my books.”

3. She went on a book tour with Muhammad Ali

While promoting Ali’s book “The Greatest: My Own Story,” the two got off to a rocky start. “When I first met him

and asked him a question, he would answer and look at a man and never looked directly at me while he was giving the answer. But then I remembered he respects older women,” Morrison recalls, saying she realized she should act more like his mother. “So I just crossed my arms as I walked in the room and said, ‘Ali, get up from there, you have something to do.’ And he would look up and recognize ... a grown-up. And from then on, he did everything I said,” she chuckles.

4. Oprah got creative trying to get her phone number

After reading “Beloved,” Oprah wanted to call Morrison personally, but the famous author’s number was unlisted. So the TV star called the fire department and asked for it.

Morrison remembers picking up the phone. “She said, ‘Toni Morrison, this is Oprah Winfrey.’ I said, ‘How did you get my number?’ “ she laughs. Oprah made her plea to turn “Beloved” into a movie,

ultimately convincing a skeptical Morrison. Oprah made the 1998 film and starred as Sethe, an escaped slave who murders her own daughter rather than see her child returned to a Kentucky plantation to live as a slave.

5. Morrison called time’s up on equal pay in the 1970s

“Navigating a white male world was not threatening; it wasn’t even interesting,” says Morrison candidly, recalling her first job as an editor. “I knew more than they did and I wasn’t afraid to show it. You have to be a little tough and rely on yourself, and tell people ‘no.’ ”

In her first job, the single mom noticed her male counterparts were getting more money when the raises were given out. “So I went to my boss and I said, ‘You didn’t raise me as much as my colleagues who are men.’ He said, ‘Yes, but.’ And I said, ‘I don’t want to hear ‘but.’ I want to tell you something: I am head of the household. Just. Like. You.’ She got the money.

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NOTICES

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To request a copy of specifications, please visit NCPA’s website www.ncpa.us.

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FOR THE SUPERIOR COURT OF THE STATE OF ARIZONA - IN AND FOR MARICOPA COUNTY
Cause No. CV2013-012420
NOTICE OF RIGHT TO FILE PROOF OF CLAIM
Notice is hereby given that any person who has a claim against Palo Verde Fund, L.P.; Palo Verde Private Equity Fund, LP; or PVPE, LLC, fka Palo Verde Capital, LLC, fka Paragon Capital, or against receivership assets or other property in the possession of the Receiver in the above case, or against the Receiver, shall on or before **August 30, 2019**, file a Proof of Claim with the court appointed Receiver in the above action, Peter S. Davis, on a form provided by the Receiver. Any claim not filed by the above date shall be barred forever. Questions regarding the claims procedure, or requests for a Proof of Claim form, should be directed to the Receiver, by writing to Simon Consulting, LLC, 3101 North Central Ave., Suite 670, Phoenix, Arizona 85012, or by calling (602) 279-3185 or by sending an email to sberetta@simonconsulting.net.
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Daniel Kiley, Judge of the Superior Court

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PUZZLES

CROSSWORD

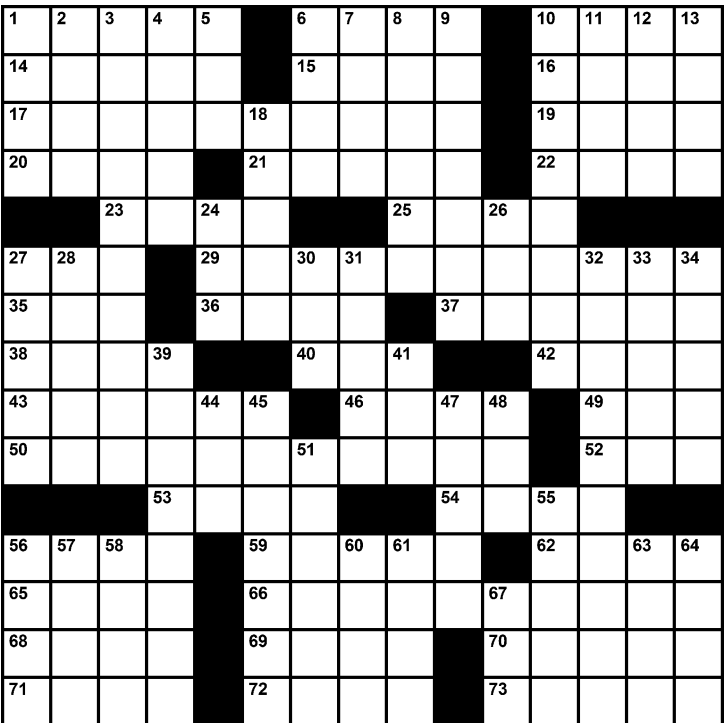
EDITED Fred Piscop
BY Lynn Lempel

TAVERN KEEPERS

ACROSS

- Slowly, on a score
- Kid around with
- Not a thing
- Sign for many April births
- Predator in a pod
- Hard-to-cheat-on test
- Bankers’ IDs, redundantly
- What snobs put on Quakers or Shakers
- Money in the bank, e.g.
- Post-WWII alliance
- Anthem beginning
- Some fish in sushi
- On the ____ (fleeing)
- California governor elected in 2018
- Little rapscaillon
- Channel watched in man caves
- Cousin of a prairie
- Thailand neighbor
- Compete like Lindsey Vonn
- React like a spooked horse
- Sprinkle with holy oil
- “Taking Eve” novelist Johansen
- Whitney with a gin
- Skipper of the Nautilus
- When a one-hr. clock adjustment occurs
- Raw recruit
- “Hey, over here”
- Responder to iPhone requests
- Place to call home
- Cupid, to the Greeks
- Utterly spellbound
- usatoday.com, e.g.
- Have a bite

Answers: Call 1-900-988-8300, 99 cents a minute; or, with a credit card, 1-800-320-4280.



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6/18

- Cheese that hardens with age
- Molded garnish
- “Gosh darnit!”
- Jan. 1 song word
- Gets the better of

DOWN

- The 200 at Indy
- Lake bordering four states
- Total dimwit
- Nomads’ dwellings
- The Buckeyes’ sch.
- Wozniak’s partner at Apple
- Sources of metals
- ATM feature
- Goes like lightning
- Reason to hang up
- Divor’s big moment
- Tranq gun missile
- “Besides that ...”
- Mexican pyramid builders
- Whiskey bottle datum
- Net judge’s call

- Shade like lavender
- Frigidaire competitor
- Second bananas (Abbr.)
- Complete, as a comic strip
- Radar guns’ sites
- Outback gemstones
- Reason for a promotion
- “Be patient!”
- Fit-to-be-tied feeling
- Opponent’s shout
- Verbal onslaughts
- JFK Library architect
- “I need help!”
- Event planner’s nightmarish turnout
- Have a hunch
- Castle-building stuff

- Borodin’s opera prince
- Boycott-sparking Parks
- Arabian Sea sultanate
- Title for Judi Dench
- Miss, in a way
- Brief times, briefly
- Slap the cuffs on

Monday’s Answer



6/17

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WORD ROUNDUP

By David L. Hoyt and Jeff Knurek

6/18

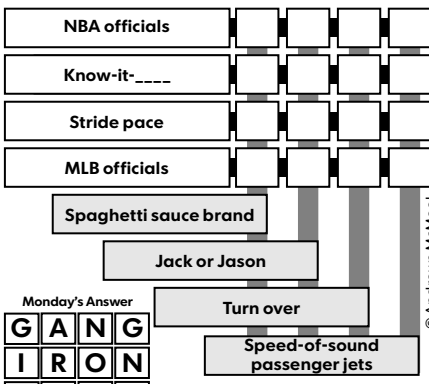
- Find and Circle:
Four land formations
Three six-letter colors
Two countries starting with P
_____ in “The Natural”
_____ movie (six-letter answers)

Monday’s answer: TANGERINE ORANGE LEMON LIME / MYSTERY SPORTS NEWS / RABBIT JAGUAR IMPALA / RINGO STARR / REAR WINDOW

QUICKCROSS

By John Wilmes

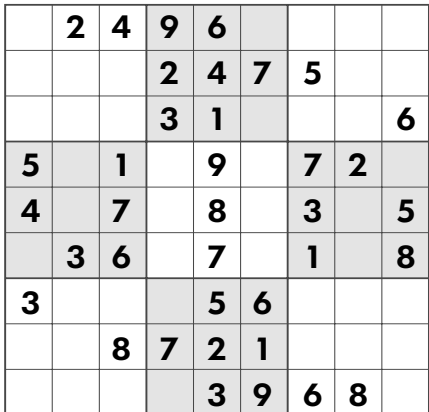
6/18



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SUDOKU

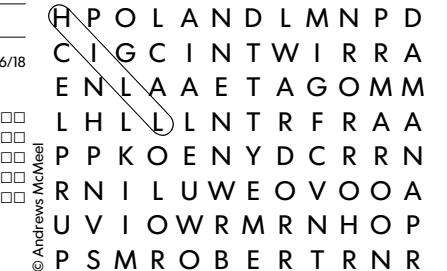
Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).



6/18

SUDOKU FUSION ON YOUR PHONE
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UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt

6/18

- VARSITY**
-
-
-
-
-
- WEST**

Clues:

- 1999 football movie
- Jazzy group of musicians
- WWII series: “_____ Brothers”
- _____ use (worthless)
- “Not a chance”
- Exit
- Vancouver, to Toronto

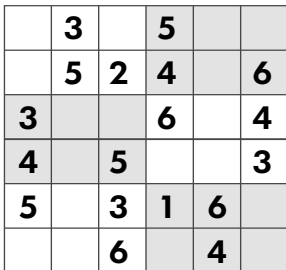
Monday’s Answer

- STOOD STILL STANDING WATER TABLE LEG BONE MARROW

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Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats).

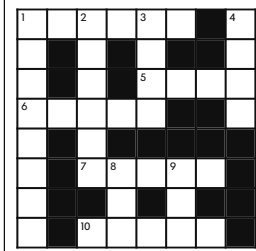


DIFFICULTY RATING ★★☆☆☆

Monday’s Answer

- | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 3 | 7 | 2 | 4 | 9 | 1 | 6 | 5 | 8 |
| 6 | 8 | 4 | 3 | 2 | 5 | 7 | 1 | 9 |
| 5 | 1 | 8 | 6 | 7 | 3 | 2 | 4 | |
| 2 | 1 | 6 | 7 | 8 | 4 | 9 | 3 | 5 |
| 5 | 9 | 7 | 2 | 3 | 6 | 4 | 8 | 1 |
| 8 | 4 | 3 | 1 | 5 | 9 | 2 | 6 | 7 |
| 1 | 3 | 8 | 9 | 7 | 2 | 5 | 4 | 6 |
| 7 | 2 | 5 | 6 | 4 | 8 | 1 | 9 | 3 |
| 4 | 6 | 9 | 5 | 1 | 3 | 8 | 7 | 2 |

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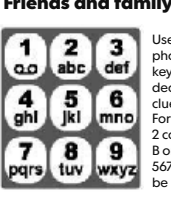


TXTPERT

- Across
- 472669
 - 6262
 - 64323
 - 23678
 - 23858
- Down
- 47263766
 - 228352
 - 6263
 - 4327
 - 8323
 - 9725

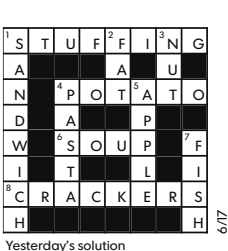
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Today’s theme
Friends and family



Use the phone keypad to decode the clues.

For example: 2 could be A, B or C, and 5678 could be LOST



Yesterday’s solution

DON’T QUOTE ME

Inventor Charles Kettering shares this insight.

Rearrange the words to complete the quote.

BROUGHT CHANGE ONLY PROGRESS THING WORLD YET
“THE _____ HATES _____; _____ IT IS THE
_____ THAT HAS _____”

Monday’s Answer: “If I’d known I was gonna live this long, I’d have taken better care of myself.” - Eubie Blake

Pressure to win at UCLA little concern to Cronin

Scott Gleeson
USA TODAY

LOS ANGELES – Mick Cronin knows about all of the skepticism. News reports that he wasn’t UCLA’s first choice as a new head basketball coach. Message boards that balk at his lack of NCAA tournament success at Cincinnati. Pundits who believe his grit-over-flair style won’t win over a hard-to-satisfy fan base. “You know what? It doesn’t matter. I don’t give a (expletive) about that (expletive),” Cronin told USA TODAY. The 47-year-old isn’t the censoring type, and he has no plans to sugarcoat anything — to the media, unrelenting boosters or his players — in this new high-pressure job, which he acknowledges has national title-or-bust expectations.

“The noise is louder here,” Cronin says, “just like it’s louder at Kentucky, louder at North Carolina and louder at Duke. It’s a (blueblood). I deflect criticism and focus on the job. I stay oblivious to it on purpose, and it’s liberating. If you want your players to block it out, you have to live it yourself.”

Cronin is two months into a dream job on a coaching trajectory that began as a junior varsity high school coach at Woodward (Ohio) High School — when a then 21-year-old Cronin would drive single-parent kids home and scrape up car change for the 5-for-\$5 deal at Arby’s along the way.

“As much as I want to win it all here, and I’m in Beverly Hills and all that, it’s not going to change who I am as a man and what I’m about,” Cronin says. “That’s what my players will see in me — not the coach who’s on TV yelling at his players, the one who cares about them individually and collectively. The one who will be honest with them and have their back.”

Cronin sits in an empty office with bare walls and a previous coach’s furniture. In one breath he informs assistant coach Michael Lewis (who followed him from Cincinnati along with associate head coach Darren Savino) that’s he’s nearing a close on a new home to live in as a single parent with his 12-year-old daughter, Samantha. In another breath, he’s spitballing an idea to his office assistant about a barbecue for the athletic staff to grow camaraderie. He pinballs from topic to topic about the future, as if he didn’t just sign a six-year contract for one of the hardest jobs in America.

“Obviously, my goal is to turn this into a winning program, always competing for (Pac-12) conference championships and then winning national championships,” Cronin says. “But how it looks on the outside — that this is an impossible job to please the fans — trust me when I say I’ll go 10 times harder on myself if I can’t win. This idea that I’ll feel like we have to win because everybody else wants us to win is a fallacy. We’re the ones who are doing this every damn day, who are moving our families across the country. As much as fans want certain things, they don’t want it more than we do as coaches and players.”

Although his tunnel vision is on the 2019-20 season, Cronin admits to googling “UCLA coach” quite often — for the



New UCLA men’s basketball coach Mick Cronin previously held the top job at Murray State and then Cincinnati. KIRBY LEE/USA TODAY SPORTS

one whose statue is outside Pauley Pavilion as a symbol of the greatness from 10 national championships.

“John Wooden sure as hell wouldn’t be looking at message boards or blogs to see how people felt about him or his program,” Cronin says with a smirk. “And I won’t either.”

Wooden’s towering legacy has made decent coaching tenures — Steve Alford led UCLA to three Sweet 16 appearances in five-plus seasons before a December firing — seem unworthy. Cronin replaced Alford as the 10th full-time coach in Westwood since Wooden was on the sidelines from 1948 to 1975.

There’s been plenty of winning in the years since Wooden retired: The Hall of Famer’s nine predecessors won 70% of their games while reaching six Final Fours and winning one national title. But the last five UCLA coaches have all been fired for not meeting expectations, including the program’s second-winningest coach, Ben Howland, who led the Bruins to three consecutive Final Fours from 2006 to 2008.

Cronin sees Wooden’s shadow as more of a gift than a curse, however.

“I caught an interview where Coach Wooden was asked about the pressures of those who were following in his footsteps,” Cronin says. “He said only the guy who immediately proceeded him (Gene Bartow) would have to deal with that. For anybody else, it’s something they have to reconcile within themselves. If they can’t do that, it’s their own mistake. I think I’ve come to this program knowing who I am, what I can do and really everything else I’ve done leading up to this has got me here.”

Cronin knows his 13-season resume at Cincinnati — which included a .670 winning percentage and top-three finishes in all six of the Bearcats’ seasons in the American Athletic Conference — was missing a deep NCAA tournament run (his Bearcats advanced past the first weekend once, in 2012, despite nine consecutive appearances and being seeded sixth or higher five times). But he says he often tells former players and aspiring coaches to “never let someone else define your success.”

“I’m not a sentimental guy,” Cronin says of his tenure leading the Bearcats. “I’m a life’s a journey kind of guy. I feel

like I did everything I was hired to do (at Cincinnati) except take them to a Final Four or win a title. In my business, you can’t live by that. For years, (Virginia) caught no breaks and then bang, they win it all. You put yourself in a position to win a title, and that’s what you can control.

“At Cincinnati, I felt like I raised the Titanic. It was dead in every aspect. Not only was it buried, it was buried beneath the greatest conference — the 16-team Big East. In six years we went from last to playing for the title (in 2012). When you’re coaching in a league that’s like the NBA every night, it’s like the world is caving in on you. ... Coaching in that league, when you’ve got Syracuse, Connecticut, Louisville, Georgetown, Pitt ... that prepared me for this chapter I’m in now.”

Except this next chapter will see UCLA play in a Pac-12 Conference that last season ranked last among power conferences in the NCAA’s new metric, the NET. UCLA lost to mid-major Liberty, an outcome that ultimately prompted Alford’s firing before a 17-16 finish.

Cronin inherits a team with an interesting mix of returning and incoming talent. Among the players who are looking to turn a new chapter are red-shirt sophomores Jalen Hill and Cody Riley, two of the players involved in a shoplifting incident in China that drew national attention and led to former guard LiAngelo Ball leaving the team.

One area Alford excelled in was recruiting — with three consecutive top-five recruiting classes (2016, ’17 and ’18), according to Rivals. Cronin says he expects to coach a mix of chip-on-their-shoulder players who develop into All-Americans as he did at Cincinnati along with the five-star talent.

“We tried to recruit five-star guys at Cincinnati. We just never got them,” Cronin says. “Obviously, I came here for a lot of reasons. The recruiting is easier. The real reason is there’s a better chance to cut the nets down that you don’t have at other places.

“I’ve always been about keeping your eye on the ball or you’re not a good hitter. That’s a little harder to do here, but I’m going to do everything in my power to get the job done.”

NBA teams sensitive to ‘owner’ use

AJ Neuharth-Keusch
USA TODAY

NBA commissioner Adam Silver says teams across the league are moving away from classifying their highest-ranking executive as an “owner.”

“I don’t want to overreact to the term, because as I’ve said earlier, people end up twisting themselves into knots avoiding the use of the word,” Silver said in a recent interview with TMZ. “We moved away from that term years ago at the league. We call our team owners ‘governor’ of the team and ‘alternate governor.’

“I think it makes sense. ... You’ll find the word throughout memos over the past decade in the NBA. But I’m sensitive to it and I think teams are moving away from the term (and) will stick with using ‘governor.’ ”

While many teams use terms such as “governor,” “chairman” and “CEO,” a handful — including the Warriors and Rockets — still use the term “owner” in the staff directory of their official team media guides. The 76ers, meanwhile, list their executives as “managing partner” and “co-managing partner.”

Silver said he’s seen mixed reactions from players regarding the use of the term, which has been criticized by many over the years for having racial connotations.

“A few players have actually spoken out in saying the greatest thing that ever happened was when Michael Jordan was able to call himself an owner (of the Hornets),” he said.

Silver also said “I completely respect” when players are against the term, including Warriors forward Draymond Green, who has spoken out about it on multiple occasions.

In 2017, Green had a back and forth with Mark Cuban, who’s listed as “owner” on the Mavericks’ media guide, after Green wrote on Instagram that “to be owned by someone just sets a bad precedent.”

Cuban responded, telling ESPN that Green “owes the NBA an apology” for his comments. “To try to create some connotation that owning equity in a company that you busted your ass for is the equivalent of ownership in terms of people, that’s just wrong. That’s just wrong in every which way.

“People who read that message and misinterpret it — make it seem like we don’t do everything possible to help our players succeed and don’t care about their families and don’t care about their lives, like hopefully we do for all of our employees — that’s just wrong.”

Green, while speaking at Harvard University, responded to Cuban, saying that his intention was to “start a conversation that may need to be had.

“When you look at Mark Cuban, for instance, with the whole equity thing. We all can own equity and that’s fine. But Mark Cuban will never know or understand how it feels for me, a young, black, African American, to turn on the TV and see what happened in Charlottesville.

“It’s not to take a shot at the owners of these entities. It’s more so trying to help spark change to help others that may be similar to me.”

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