



National Cooperative Purchasing Alliance – Region 14 Education Service Center

Technology Solutions, Products and Services

Solicitation # 45-22

November 17, 2022

Response by:

Zones, LLC

1102 15th Street SW, Suite 102

Auburn, WA 98001-6509

Prepared by:

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Public Sector Sales Strategy and Acquisition

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Public Sector Contracts and Reports Manager

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Patricia.Karakash@zones.com

Region 14 Education Service Center

1850 Highway 351

Abilene Texas 79601

Dear Region 14 ESC:

Thank you for the opportunity to submit a renewal proposal for Region 14 Education Service Center's Technology Solutions, Products and Services National Cooperative.

We are grateful to have partnered with you over the past five years in servicing the needs of our mutual customers.

Zones is extremely honored to have the breadth of solutions covered in this Request for Proposal to meet the pressing priorities of our customers. We are very hopeful our proposal meets with your approval and look forward to offering a robust buy vehicle and the best value for our exceptionally hardworking public servants.

Sincerely,

ELAINE WILLIAMS

Public Sector Sales Strategy and Acquisition | Zones, LLC

C: 615-339-3459 | Elaine.Williams@zones.com | zones.com

ZONES
First Choice for IT™

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**REQUEST FOR PROPOSAL (RFP) FOR
Technology Solutions, Products and Services**

SOLICITATION NUMBER

45-22

PUBLICATION DATE

Tuesday, October 4th, 2022



Competitive Solicitation by
Region 14 Education Service Center for
Technology Solutions, Products and Services on
behalf of itself and other Government Agencies and
made available through the
National Cooperative Purchasing Alliance RFP #
45-22

NOTICE TO RESPONDENT:

Submittal Deadline:

Thursday, November 17th, 2022 2:00pm CT

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 10th, 2022. 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 Technology Solutions, Products and Services 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 Technology Solutions, Products and Services, 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 electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

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

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

1. INTRODUCTION/SCOPE

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions, Products and Services.

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 product or 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 product or 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 product or service within any category, or multiple products or services within any and all categories.

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 complies 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.

2. INSTRUCTIONS TO RESPONDENTS

1. Submission of Response

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

2. Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

3. Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in an alternate format (e.g. xlsx, xls, csv).

4. 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

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TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

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

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 five (5) additional one-year terms or any combination of time equally not more than 5 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

Proposal should address the following warranty information:

- 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

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

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

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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.

Termination

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

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

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

Contract Administration

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

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 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.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or 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

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

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. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

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

Clarifications/Discussions

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

Multiple Awards

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

Past Performance

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

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 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

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**

Zones LLC

Company Name

1102 15th Street SW Suite 102

Address

Auburn, WA 98001

City

State

Zip

253 205 3000

NA

Telephone Number

Fax Number

russell.day@zones.com

Email Address

Russell Day
Printed Name

EVP, Chief Financial Officer, Chief Strategy Officer
Position



Russell Day (Nov 17, 2022 11:16 PST)

Authorized Signature

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Zones, LLC. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-152, 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 Technology Solutions, Products and Services;

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 Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration 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 Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor 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 Contractor 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 Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating 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 Participating 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 Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor 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 Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration 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 Administration 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 Administration Agreement.

- This Administration 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.

Term of Agreement

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

Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount
Total				_____

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

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

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

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization
Matthew Mackel

Name

Director, Business Development

Title

PO Box 701273

Address

Houston, TX 77270

Address



Signature

December 1, 2022

Date

Zones, LLC.

Jon Bailey

Name

VP, Legal and Business Affairs

Title

1102 15th Street , Suite 102

Address

Auburn, WA 98001

Address



jon bailey (Jan 11, 2023 17:36 PST)

Signature

January 11, 2023

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.

Locations Covered

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

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> American Somoa		<input type="checkbox"/> Northern Marina Island	
<input type="checkbox"/> Federated States of Micrones		<input type="checkbox"/> Puerto Rico	

<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

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
Minority / Women Business Enterprise

Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

- N/A, we are a recognized small, MWEB or HUB organization
- No, we do not have any programs in place.
- Yes, we have programs in place.

Residency

Responding Company’s principal place of business is in the city of **Auburn** State of **WA**

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

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 Contact Information

Contact Person	Patricia Karakash
Title	Contracts and Reports Manager
Company	Zones, LLC.
Address	1102 15th Street, SW, Suite 102
City/State/Zip Code	Auburn, WA 98001
Phone	312-972-9300
Email	govedcontracts@zones.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

Tab 4 – Vendor Profile

- ◆ Company's official registered name.

Zones, LLC.

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

Zones specializes in providing technology products, solutions, and services to the U.S. public sector. Zones total dollars in sales for software are approximately \$500 million in 2019. Zones total dollars in Public Sector sales for software are approximately \$70 million in 2019. Zones total sales are \$2.2 billion in 2019.

Zones, LLC ("Zones") has expertise in all things tech, bringing over 34 years of experience in assessing, designing, implementing, and managing end-to-end solutions for clients across industry verticals. With headquarters in Seattle and New York, technology solution centers across the U.S., and a presence in over 200 countries worldwide, we also have sales and support offices in the U.S. located in Portland, Los Angeles, Dallas, Houston, and Chicago.

We will support rapid fulfillment for the State via our nationwide network of company-owned technology solution centers in Seattle, Los Angeles, Chicago, and Albany. Outside of these locations, Zones employs regionally-based sales and advanced technology experts who provide on-site assistance with the assessment, design, implementation, and management of complex IT solutions.

As an award-winning Minority Business Enterprise (MBE), Zones enables clients to capture tier-one spend towards their supplier diversity objectives.

Founded in the suburbs of Seattle in November 1986, we began as a provider of Mac products to consumers. In 1998, we started shifting our focus from consumer sales to the information technology needs of businesses. We built certified relationships with industry-leading software publishers, suppliers, and hardware manufacturers, eventually establishing an extensive strategic partner program. We built a global network that supports more than 200 countries and offers the seamless management capabilities our customers demand for their international technology footprint.

Our evolution continues to this day as we adapt to provide new technologies and better meet the needs of our clients. In March of 2018, we officially launched Zones Infrastructure, the Services Company of Zones to enhance the services capabilities which leverages technical sales, consulting, and professional services to help clients solve their toughest IT challenges. Our enhanced capabilities in workplace modernization, network optimization, data center transformation, and security fortification earned us a spot in the Elite 150 of CRN Managed Service Providers 500 list.

Zones' flexibility is one of our primary advantages when compared to some of our larger competitors. Zones has the full buying power and certifications of a top-tier solutions provider, but we are also at an organizational size where we can be nimble enough to meet customized requirements. Rather than presenting a standard offering, our onboarding project management resources will design a program which provides you with the best possible support and value throughout the course of this project.

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

195590237

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

NCPA REGION 14 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ZONES PUBLIC SECTOR ACCOUNT TEAM

West Region

Account Executives

- Michelle Stubbs - State and Local (WA)
- Jade Jacobson - State and Local /K-12 (TX)
- Tammy Schneider -K-12 (WA, OR)
- Thomas McLemore (CA)

WEST

EAST

Dave Richardson
Sr. Director of Public Sector Sales

East Region

Account Executives

- Jason Dahl – State & Local (NYS)
- Randell Murphy – State & Local/K-12 (NYC, NJ, WV)
- Erik Sanchez - K-12/Higher Ed (SUNY, OH,)
- Joe DeDario - State & Local (IL, SC, NC)
- Kyle Stapleton - (FL, IN)
- Phillip Olsen – State & Local (MA, MD, MA, PA)

Public Sector Advanced Technology Consultants

Pac Northwest Brian Christensen (Seattle)	NYS, CT, MA, ME, NH, PA, RI, & VT, Robert Spencer (Boston)	NYC, NJ Donna Petralia-Mohamed (New Jersey)
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◆ Corporate office location.

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

Zones operates sales and services offices in:

Zones Corporate Headquarters		Houston, TX	
1102 15th St. SW, Suite 102		2000 Bering Dr, Suite #720	
Auburn, WA 98001		Houston, TX 77057	
Zones Corporate Headquarters East		New York, NY	
431 Broadway		21 Penn Plaza, Suite 1003	
Menands, NY 12204		New York, NY 10001	
Atlanta, GA		Portland, OR	
12735 Morris Road Ext, Suite 315		2525 SW First Avenue, Suite 200	
Alpharetta, GA 30004		Portland, OR 97201	
Dallas, TX		San Francisco, CA	
3400 Waterview Parkway, Suite 112		128 Spear Street, 4th Floor	
Richardson, TX 75080		San Francisco, CA 94105	
Downtown Chicago, IL		Nashville, TN	
233 N. Michigan Ave, Suite 2600		2107 Lakeshore Drive	
Chicago, IL 60601		Old Hickory, TN 37138	

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

Nashville, TN

Elaine Williams, Strategic Sales and Acquisition

615-339-3459

Elaine.Williams@zones.com

Virtual, IL

Patricia Karakash, Contract and Reports Manager

312-972-9300

Patricia.Karakash@zones.com

Auburn, WA

Dave Richardson, Director of Sales

1102 15th Street SW, Suite 102, Auburn, WA 98001

253-205-3300

Dave.Richardson@zones.com

Public Sector Sales AM	Telephone	Location
Brian Christensen	206-280-2077	Virtual, WA
Jade Jacobson	253-205-3586	Auburn, WA
Keith Williams	224-419-0431	Virtual, IL
Kyle Stapelton	253-288-6354	Chicago, IL
Joe DeDario	312-883-3383	Chicago, IL
Tammy Schneider	253-205-3016	Virtual, WA
Thomas McLemore	253-205-3486	Virtual, WA
Michelle Borland Stubbs	253-205-3765	Virtual, WA
Phil Olsen	253-205-3057	Chicago, IL
Jason Dahl	253-288-6172	Virtual, NY
Randell Murphy	253-205-3403	Chicago, IL
Erik Sanchez	253-288-6334	Chicago, IL
Donna Petralia-Mohamed	646-300-3027	Virtual, NJ
Robert Spencer	508-740-9877	Boston, MA

Zones adheres to a Five Star Service expectation and our goal is to provide high-speed and high-quality service to our customers. Zones Public Sector Sales VP, Imran Yunus, who has over 30 years of sales and sales management experience provides Imran with comprehensive hands-on direct sales experience especially with governmental customers. He leads a team of sales executives who focus on Public Sector business. Each executive has minimum, of 5-year sales and support experience. He provided strategic marketing direction by engaging with partners to understand business objectives and the ability to use that insight to build and execute marketing plans and strategies focused on qualified pipeline creation. He specializes at improving channel partner sales teams' functionality by developing enablement tools and effective communication methods in multiple geographies. He has led his team the SLED team to year to year growth over the last two decades. Imran has managed current and previous NASPO SVAR contract when he was with his previous employer until early November of 2016.

Zones dedicated sales and support team will support sales, customer service, program management, issue resolution, reporting and overall account maintenance services. Zones will be provided support services through a variety of avenues to include phone, fax, and e-mail and in person support provided by the dedicated account team. Your Team will be knowledgeable about all aspects of the relationship, Real-time quote-formulation, order-placing and order tracking capabilities are available around the clock through Zones, LLC e-Procurement tool. Below we have included a breakdown of our average response times to customer requests.

We have a solution architect team that will help architect, migrate and deploy all the various OEM's either uniquely. Furthermore, we have license specialists for each product family that provide options for licensing to ensure the best overall value. Sometimes it will include a bundled approach for end user devices and infrastructure or a separate agreement for each depending on the needs and 1-3-year technology plan the

agency wants to implement. The same approach holds true for Cloud licensing and development platforms. All licensing is structured to immediate requirements as well as the 3-year technology outlook.

Responsibilities of account support team includes but are not limited to:

- Support through the 1-800 toll free number, email and fax for orders, quotes, reporting, sending out marketing collateral, etc.
- Providing complete information on Software products, licensing programs and services
- Ensuring timely and correct order processing along with proactive calls to State
- Invoicing and any other issues of concern
- Reviewing your business needs and presenting Software offerings
- Monitoring service levels through proactive customer contact
- Managing any pending/on-hold orders
- Managing customer account setup information
- Resolving customer orders and license issues
- Staying current with customer requirements

Responsibilities of Field Account Executive team includes but are not limited to:

- Exceeding customer expectations
- Involvement in all key account management decisions regarding pricing and services
- Acting as a direct escalation path for all account satisfaction issues
- Attending quarterly business reviews, on-site meetings and presentations
- Ensuring customer's needs are met for ongoing customer satisfaction, technical support, expert account Management, and procurement expertise
- Developing strong working relationships with external vendor representatives and internal vendor operations
- Establishing and maintaining key customer relationships within States
- Conducting account performance and service reviews
- Coordinating publisher meetings, demonstrations and product evaluations
- Reviewing workflow structure to ensure quality and efficiency
- Communicating customer's goals, strategies and policies to all members of the Zones team
- Suggesting best procurement practices based on regular review of purchase activity and other reports
- Identify purchasing trends and patterns

◆ Define your standard terms of payment.

Zones' standard payment terms are Net 30.

◆ Who is your competition in the marketplace?

As a national provider of IT products and solutions covering mobile platforms to the data center, Zones encounters a multitude of competitors based upon the customer size, geography and individual solution expertise the client is looking for. In fact our most frequent competitors are also our strongest partners. OEMs such as HP, IBM, Dell, EMC and Cisco all have direct sales organizations that will frequently compete against Zones in RFPs and large project deployments. While the stated model for each of these OEMs is to leverage and support their partners, they also carry local sales quotas which can frequently put OEMs and partners into direct competition.

The reason why OEMs will “go direct” is that Zones provides our clients expertise and experience across many competing OEM solutions. Zones represents the client in all situations and, as such, we recommend what the best solutions are for a particular client instead of simply proposing what an OEM would like us to propose.

In 2019, Zones completed 25 E-Rate projects totaling over \$2.4 million in E-rate funded sales to schools and libraries. With offices in Seattle, Portland, Los Angeles, Dallas, Houston, Chicago, and New York we are well positioned to support E-rate projects for clients anywhere in the United States.

◆ What differentiates your company from competitors?

Our primary differentiators compared to value-added resellers include:

- Zones is a certified Minority Business Enterprise which enables our clients to count all spend conducted with Zones towards their supplier diversity objectives.
- Zones has the size to achieve the same top-tier OEM certifications as large OEMs, but we are still small enough to be customer-centric. Our clients are consistently won over by our ability to design customized processes and solutions and remain flexible to their continually changing needs. This level of responsiveness is just not achievable for a larger organization where internal processes are more rigid and the girth of the organization limits the ability to act quickly.
- Zones pre-sales and account support model for Enterprise clients like Capital One includes multiple senior resources, including the Account Manager, a Software Licensing Executive, Solutions Architects as well as Executive Sponsorship.

Our primary differentiators compared to OEM direct models include:

- Zones is a certified Minority Business Enterprise which enables our clients to count all spend conducted with Zones towards their supplier diversity objectives.
- Zones works as a representative for our clients and offers a level of flexibility that OEMs cannot. We utilize our position in the market to actively force OEMs to compete against each other, which enables us to achieve the best possible pricing, service and terms for Capital One.
- As an IT solutions provider, Zones provides clients with a single source for the procurement of the full range of solutions from all major manufacturers. In an OEM-direct model, clients have to manage relationships with all of the product manufacturers which adds considerable time and expense to their procurement operations. Zones offers the ability to provide a single point of contact and reduce the time spent on vendor management while still providing the same breadth of product offerings and services.

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

Zones has a strong marketing engine that has grown from our roots as a direct marketer. Zones will offer a very strategic target marketing campaign promoting the NCPA contract with qualifying agencies and entities throughout the U.S. It is our intention to drive incremental growth through execution and high degrees of service to all our customers. We’re confident our structure and initiatives will meet and exceed your expectations while supporting your members. Zones proposes the following marketing strategies to drive incremental growth and promote the products available under this contract:

- Zones proposes a very specific outbound calling campaign to NCPA members. This would include a focused effort for a desired portion of each account executive's day targeting the NCPA membership list for all products listed in our proposal.
- Zones will provide a toll-free number by which any entity will be able to contact their account executive and receive personal assistance.
- Zones will organize and release a monthly or quarterly update via e-mail to NCPA members. This communication will focus on advertising and promoting the contract and products which are available.
- Zones will promote the NCPA contract on the Zones website. Additionally, Zones will create a dedicated webpage illustrating how NCPA PPAs can take advantage of the pricing and services under the contract.
- Zones will promote the NCPA contract at key public sector trade shows in throughout the U.S. This will include a targeted flyer promoting the NCPA contract. The events which Zones participates in will be communicated via email and personal contact further promoting the contract. This program will be explicitly executed through a focused and measurable follow-up campaign after the event.
- Zones will evaluate opportunities to co-sponsor events with manufacturers and publishers to help promote the NCPA contract.
- Zones will evaluate, in conjunction with NCPA and manufacturers, creating a direct mail campaign announcing and promoting the contract to NCPA members.
- Zones will commit to quarterly review meetings with NCPA to review performance and discuss other avenues for marketing or driving usage of the contract.
- Zones will work with NCPA to host regional events with webinars for those unable to attend. These events will focus on best practices and emerging technologies from key OEMs.

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

Zones requires that all of our sales personnel engage in regular training on best practices and specific technologies and product lines. Zones' training organization will design a course which will be utilized to educate our SLED sales force on the necessary requirements and expectations for supporting the U.S. Communities contract. This will be provided via in-person session(s) with a trainer and also made available via our online learning tool so that our sales force can refer to it for refresher training at a later date.

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

To support the growth and popularity of integrated procurement portals, Zones developed a portfolio of secure, client-specific web-based procurement tools named ZonesConnect. Designed by supply chain management and IT professionals, ZonesConnect has the ability to meet each of NCPA's requirements for real-time, automated, on-line ordering, procurement and customized reporting systems. Clients regularly access and utilize ZonesConnect through any standard web browser as a means of placing and tracking orders and obtaining extensive information about their product standards, availability, pricing and SLA performance.

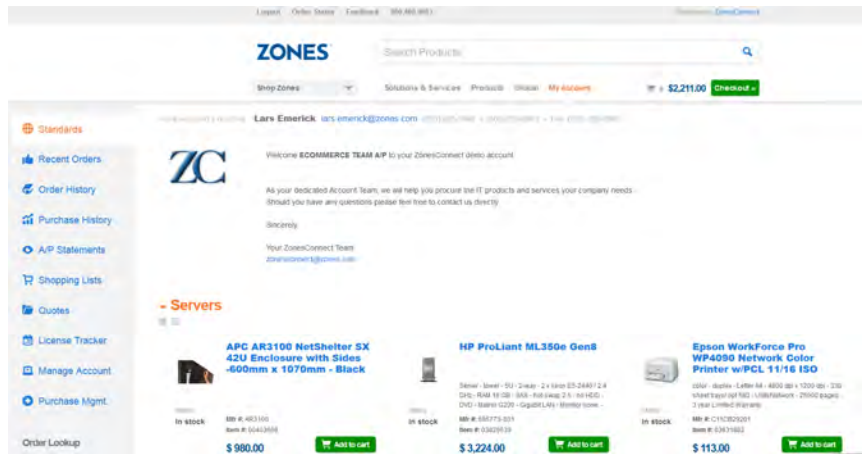
Zones certified procurement specialists consult with clients to develop product standards and processes to meet virtually any client request. These standards can be bundled for each specific configuration to facilitate improved standard enforcement across the enterprise. Designated client personnel are supplied with unique administration rights to create and modify product bundles directly within the ZonesConnect system. As the client internal policies require, Zones provides a means of restricting order access and ordering capability. The ordering feature can also be restricted for each user based on each client's access and usage policies.

ZonesConnect allows you to:

- Track purchasing information using custom data fields
- Ensure policy compliance with a multilevel approval process
- Generate custom reports and distribute them by e-mail
- Check order status and request quotes
- Submit return material authorizations requests (RMA) online
- Use built-in efficiencies for frequent purchases
- View client supplied inventory at Zones integration facilities
- Manage your software licenses with Zones License Tracker
- Enjoy convenient 24x7 access to your account
- Access more than 150,000 products available from Zones
- Control user access with a secure, password-protected entryway
- Integrate ZonesConnect into your current e-procurement system
- Get expert assistance from your Zones account executive
- Manage assets online

**ZonesConnect
integrates
into the
most popular
e-commerce
portals!**

With a click of the mouse, authorized end-users can research product information quickly and add it to a shopping cart to create customized quotes and orders. To streamline the internal approval process, the order is routed to a purchasing agent for budget approval/verification or can be sent directly to Zones for fulfillment and delivery. Once an order is received, the dedicated Zones sales manager e-mails confirmation of order receipt to the appropriate client contact. This option minimizes paperwork and simplifies the procurement process.



Efficient Approval Process

Whenever an order is placed through ZonesConnect, an e-mail is automatically sent to the individual in your company who is authorized to approve orders. The e-mail includes a link to the Purchase Management section of ZonesConnect. The approver simply clicks on the Purchase Management link to begin reviewing orders.

The first screen of Purchase Management specifies who placed the order, the order date, the order number, the PO number and the order amount. This initial screen also features “approve” and “reject” buttons for fast and easy order processing. While in Purchase Management, the approver may view order details, make order changes and approve or disapprove orders. As soon as the order decision is made, an e-mail notification is sent back to the originator of the order.

For greater efficiency, approval levels can be established for employees designating maximum order amounts. For example, an employee may be allowed to spend up to \$100 before approval is required. When the employee places an order for \$50, the order will automatically be placed. If the same employee places an order for any amount greater than \$100, the order will be processed through Purchase Management.

View and Change Order Details

To view the order, the approver clicks on the order number that appears on the first screen of Purchase Management. The approver now has complete control over the order and can make any necessary changes. For example, the approver may change the shipping address, adjust the shipping method, change the quantity of product(s) or alter the payment method(s).

Complete the Order

When the approver has finished reviewing the order, it can be updated and approved. If the decision is to cancel the order, a comment box is available to explain why the order is being denied. Once the order is approved or cancelled, the originator is sent a notification e-mail.

ZonesConnect Advantage

The ZonesConnect Purchase Management approval process can help ensure your standards are met and you can track how your budget dollars are being spent. Automating your purchasing process can also increase employee productivity by freeing up time for more important tasks. Orders will be placed by the fastest means possible through a secure online ZonesConnect account, so you experience timely and dependable delivery of your products.

Customized Reports

ZonesConnect increases efficiency at every stage of the procurement process; from establishing IT standards and placing orders to getting quotes and tracking software licenses. Of course, access to timely and accurate information is important to your business operations. That's why ZonesConnect makes a wide variety of reports available to your employees. These custom reports help track purchasing activity, spending levels, freight costs and more.

Based on client feedback, Zones provides clients the ability to leverage ZonesConnect by taking advantage of automated reporting subscriptions in addition to real-time customized ad hoc report submissions. With ZonesConnect reporting tools, clients can access detailed reporting history within minutes of requesting.

ZonesConnect integrated reporting tools provide access into the following search criteria.

Accounts Payable – This data can assist clients with reconciling open invoices.

Asset Management – Asset management data can be used to load an asset management system or a fixed asset accounting system or to analyze purchasing for a specific manufacturer's item or model.

Vendor/Part number – Clients can create specific reporting formats to analyze spend or performance data by vendor, product category or part number.

Invoice History – Data accessible through this link can be used to analyze purchasing activities and measure compliance with service-level agreements (SLAs).

Order Tracking – This data can be loaded into a client order-tracking system or can be used to measure compliance with SLAs and manage product installation schedules more accurately.

Serial Number – Serial number tracking and reporting allows Zones and our clients to identify individual products and shipments.

Original Order – Clients can utilize this to analyze the original order placed and any authorized substitutions.

Product Catalog – Data from the product catalog can be loaded into U.S. Communities' procurement system. This feature enables clients to request catalog-related reports based on items within the client's catalog. Catalogs can be modified real-time to add or remove products based on client direction.

Shipment Tracking – From this link, users track shipping, measure compliance with SLAs and maintain leasing schedules.

Software License Management – Zones License Tracker can be used to document compliance with software licensing requirements in addition to being an effective means of determining actual license utilization and reclamation. Zones License Tracker can also be an effective tool for negotiations with software publishers for true-ups and renewals of existing agreements.

ZonesConnect report data is output as a text file or Microsoft standard formats which can then be imported into various applications including Excel, Access and Lotus.

Purchase History Reports

Purchase History Reports enable employees to run purchasing activity reports based on criteria they select. The report can be given a name for later use and sent to one or more e-mail addresses. To save time, a report can be sent on a recurring basis by simply choosing whether it will run one time, hourly, daily, weekly, monthly or yearly.

Example

The accounting department asks for a monthly report of everything purchased from Zones. Select the report criteria, choose the date range and set up the recurring time frame. The report will be sent immediately and subsequent reports will run according to the set schedule. By taking advantage of recurring reports that are automatically distributed via e-mail, employees will save time and minimize costs.

The screenshot shows the ZONES web interface for configuring a Purchase History report. At the top, there is a navigation bar with links for Logout, Order Status, Feedback, and a phone number (800.408.9663). A search bar for products is also present. Below the navigation, the user's account information is displayed: BRITT EAST, britt.east@zones.com, with contact numbers for sales and support. The main heading is "Purchase History" with a sub-heading "Export reports to an Excel spreadsheet and schedule automated reports".

Select Criteria Select all

<input type="checkbox"/> Approver	<input type="checkbox"/> Item Quantity	<input type="checkbox"/> Shipment Count
<input type="checkbox"/> Approver Comments	<input type="checkbox"/> Last Ship Date	<input type="checkbox"/> Total Product Price
<input type="checkbox"/> Approver Email	<input type="checkbox"/> Mfr Name	<input type="checkbox"/> Total Shipping
<input type="checkbox"/> Approver Phone	<input type="checkbox"/> Mfr Part No	<input type="checkbox"/> Total Tax
<input type="checkbox"/> Asset Tag	<input type="checkbox"/> Mfr Serial No	<input type="checkbox"/> Tracking No
<input type="checkbox"/> Bill To	<input type="checkbox"/> Order Level Status	<input type="checkbox"/> User I.d.
<input type="checkbox"/> Buyer Name	<input type="checkbox"/> Po Number	<input type="checkbox"/> Zones Part No
<input type="checkbox"/> Customer Reference	<input type="checkbox"/> Product Name	
<input type="checkbox"/> Item Price	<input type="checkbox"/> Ship To	

Select Date Type

Order Date Shipped Date Shipped Date will only return orders that have shipped.

On the left side, there is a sidebar menu with options: Standards, Recent Orders, Order History, Purchase History (highlighted), A/P Statements, Shopping Lists, Quotes, License Tracker, and Manage Account. Below the menu is an "Order Lookup" section with input fields for Order Number and Billing Zip Code.

Order History Reports

Order History Reports provide real-time access to account and order information. Choose the type of report you need – order status, order number, PO number or serial number. Then select the parameters of your search criteria and enter the applicable order information. Next, adjust the date range to view the orders in the status of your choosing. Account activity based on the selected options will be displayed on the screen. The invoice and tracking details for an order can be viewed by clicking on the order number.

Example

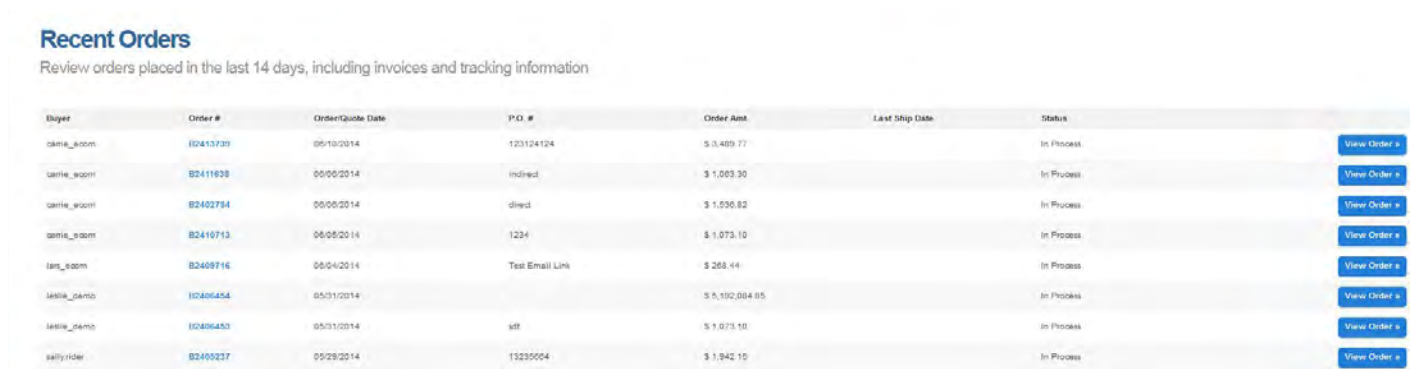
The IT department requests to know what was ordered last week and what the order status is for those items. Select the order status option and specify the date range. The report will provide you with real-time information and will notify you of what items were ordered and their status.

Order Status

ZonesConnect is packed with powerful features to help lower your IT procurement costs, and it offers several reporting options to help you stay on budget and reconcile costs. Of course, ZonesConnect can also help answer the question that anyone in your office who places orders hears – “Where’s my order?” The Recent Orders on-screen report allows buyers to print invoices on demand, review the order details and check the status of any order.

Order Information

To view comprehensive information about open orders for the previous 14 days, go to the Recent Orders page. The screen displays buyer name, purchase order number, order number, entry date, last ship date, order amount and order status. To send order details to someone in the office, simply enter an e-mail address. The information will be sent in the form of an Excel document.



Recent Orders
Review orders placed in the last 14 days, including invoices and tracking information

Buyer	Order #	Order/Quote Date	P.O. #	Order Amt.	Last Ship Date	Status	
qamie_wcom	02413731	05/10/2014	123124124	\$ 3,409.77		In Process	View Order »
qamie_wcom	02411628	05/09/2014	indirect	\$ 1,003.30		In Process	View Order »
qamie_wcom	02402784	05/09/2014	direct	\$ 1,036.82		In Process	View Order »
qamie_wcom	02410713	05/08/2014	1234	\$ 1,073.10		In Process	View Order »
lars_wcom	02409716	05/04/2014	Test Email Link	\$ 268.44		In Process	View Order »
laskie_demo	02406454	05/01/2014		\$ 5,192,084.85		In Process	View Order »
laskie_demo	02406453	05/01/2014	idf	\$ 1,073.10		In Process	View Order »
sallyrider	02405237	05/29/2014	13235004	\$ 1,942.10		In Process	View Order »

Invoice and Order Tracking

The order numbers appearing on the Recent Orders screen are hyperlinked to provide access to invoice and tracking numbers. The hyperlinked tracking numbers take buyers to the shipping carrier’s website to view detailed information on the current location and expected delivery time of the products. The invoice can be printed or sent to an e-mail address in Adobe PDF format so it can be archived.

ZonesConnect Advantage

To keep buyers from guessing, Recent Orders displays the most recent activity on your account. Anyone with an authorized login can view an order’s anticipated delivery date, eliminating the need to make multiple phone calls to locate shipments and preventing the possibility of a surprise delivery. ZonesConnect makes tracking orders and scheduling time for product deployment easier than ever.

Standards Page

ZonesConnect offers comprehensive reporting, streamlined software license management, and timely information about your orders. It's also open 24x7 and gives you powerful purchasing tools that make it easy to order everything from desktops and monitors to storage media and printer supplies. The Standards Page saves you time by eliminating the need to repeatedly locate frequently ordered products and fill out order forms again and again. Prices and products are maintained daily by your account executive to ensure you are constantly receiving the best pricing available.

Custom Shopping List

Your Zones account executive adds the products you have selected to the Standards Page. Products will reflect previously agreed-to prices. Once buyers log on, products are conveniently presented for ordering. Simply click on "Add to Cart" to make the purchase and check out.

The screenshot displays a Standards Page interface with a sidebar on the left containing expandable categories: IBM Servers, Cables, and Laptop Options. The main content area features a grid of six product cards. Each card includes a product image, title, description, status, Mfr #, Item #, price, and an 'Add to cart' button.

Product Name	Status	Mfr #	Item #	Price
3M PF14.1 Privacy Filter for 14.1 Laptops	In stock	PF14.1	00110670	\$ 48.89
3M Notebook Privacy Filter for 12.1 Notebook Computers	In stock	PF12.1	00110674	\$ 56.92
3M Notebook Privacy Filter for 13.3 Notebook Computers	In stock	PF13.3	00110675	\$ 45.00
Targus 15.4in Notepac Plus Carrying Case	In stock	ONP1	00101400	\$ 48.00
Sony VGP-AMC1 Notebook carrying case	Available	4030009-E2	1689552	\$ 201.99
Belkin Laptop Cooling Stand	In stock	F5L001	01893448	\$ 20.00

Maintain IT Standards

The Standards Page can be designed to include custom product groupings. Whether it's a single item or an entire package, the product(s) can be included on the page to help maintain IT standards and streamline the purchase of frequently ordered products (toner, storage media, drives, keyboards, etc.).

Example

The accounting department has hired a new employee. Simply log on to the Standards Page, choose the new hire package that has been set up by your Zones account executive and click on the item(s). Then all you need to do is check out. You have placed your order in just a few minutes.

ZonesConnect Advantage

To streamline the purchasing process and help you maintain IT standards, your company's frequently purchased items are immediately available after your buyers log on to ZonesConnect. No searching and guesswork about products or IT standards is involved. Your Zones account executive will work with you to create the most desirable setup on your Standards Page.

Online Quotes

ZonesConnect has built-in efficiencies for placing, tracking and finding information about your orders. It also automates the first step in the purchasing process – getting a quote. ZonesConnect online quote capabilities enable authorized buyers to send the shopping cart right from your ZonesConnect account to your Zones account executive as a quote request.

Submit a Quote

After choosing the product(s), the buyer enters a name for the quote, proposed quote price(s), and any message or questions about the order, the price or the product(s) in the Notes field. A click on the “submit” button immediately sends the quote request to the Zones account executive.

Once the quote is received and checked for any additional discounts or rebates, the buyer requesting the quote will receive an e-mail notification when the quote is complete. The e-mail will include a link that takes the buyer directly to the Open Quotes section of ZonesConnect.

Review Quotes & Place Orders

A list of all the submitted quotes and any quotes your Zones account executive has created appears on the Open Quotes page. The submission date, the Zones price, the quote total, the response total and the expiration date are shown for each open quote. Click on an individual quote to review its information and pricing provided by the Zones account executive. The order can also be submitted right from this page by reviewing the quote and clicking “accept.”

ZonesConnect Advantage

After finding the products you want online, why spend precious time putting information into an e-mail, creating a fax document or dictating product information over the phone? The online quote capabilities of ZonesConnect automate the entire process, so you no longer need to worry about deleting an important file or misplacing printed quotes. Online quotes are just another way ZonesConnect can save you time and ensure you get timely, accurate information and pricing.

Shipping Information

Select a Carrier:

<input checked="" type="radio"/> FedEx Ground	\$0.00
<input type="radio"/> FedEx 2nd Day	\$265.94
<input type="radio"/> FedEx 1 Day 3:00pm	\$326.60
<input type="radio"/> FedEx 1 Day 10:30am	\$431.36
<input type="radio"/> UPS Ground	\$122.37
<input type="radio"/> UPS 2 DAY	\$352.02
<input type="radio"/> UPS 1 DAY	\$569.56
<input type="radio"/> Special/Cust Freight	\$0.00

Shipping Cost Calculator

Subtotal	\$2,211.00
Shipping	\$0.00
Tax	\$210.05
Total:	\$2421.05

Quote Information

Submit quote to my Account Executive.

Email a .pdf quote to recipient(s).

Email Recipients* (separate multiple emails with a comma)

Quote Name





Personalized Message

Zones License Tracker™

Zones Connect helps you automate your purchasing, but it can also help you facilitate the management of the software license agreements you purchase from Zones and other software providers. Zones License Tracker is a central database for all your software licensing information. The Zones License Tracker homepage grants you immediate access to recent licensing program news, a quick three-month report of any expiring licenses, reporting options and more.

License Tracker

Review and manage a central repository of your software licensing information

-  **Expiration Calendar »**
View the 3-month licensing agreement calendar. Any date highlighted in red means there is a software license set to expire.
-  **Current Agreements »**
View current licensing agreements by report type or date range. This web based reporting tool also allows you to narrow your search by manufacturer or expiration date.
-  **Licensing Report »**
Schedule automated reports to track expiring licenses and budget future expenditures. This excel based reporting tool also allows you to run comprehensive reports showing you all your historical software licensing purchases.
-  **Enter License Data »**
Add individual license agreement data. These entries will be added to your comprehensive license tracker data base and will be available to be reported against.

Software License Management

Zones License Tracker automatically contains information about software licenses purchased through Zones, but it can also include licenses purchased elsewhere. To enter a single license, simply click on the data entry section and fill out the online form. To add multiple licenses, an upload can be performed using our pre-formatted Microsoft Excel® document that is available for download.

Current Agreements

Clients can view current licensing agreements by report type or date range. Web-based reporting also allows you to narrow your search by manufacturer or expiration date.

Expiration Calendar and Current Agreements

The License Tracker homepage contains a quick button that displays a list of licenses set to expire over the next three months. The information is presented in a calendar format with expiration dates highlighted in blue. Click on any of the highlighted dates and a new window displays detailed information about the expiring license(s). The Current Agreements report allows users to view your current licensing agreements by type, date range, manufacturer and expiration date.

Logout Order Status Feedback 800.408.9663
Welcome to ZonesConnect

Shop Zones
Solutions & Services Products Global My Account
0 \$0.00 [Checkout](#)

- [Standards](#)
- [Recent Orders](#)
- [Order History](#)
- [Purchase History](#)
- [A/P Statements](#)
- [Shopping Lists](#)
- [Quotes](#)
- [License Tracker](#)
- [Expiration Calendar](#)
- [Current Agreements](#)
- [Licensing Report](#)
- [Enter License Data](#)
- [Manage Account](#)

YOUR ACCOUNT EXECUTIVE: BRITT EAST britt.east@zones.com (253) 205-3992 • (80) 024-8994 x8 • Fax: (253) 205-3992

License Tracker - Current Agreements

Create a web-based report of your software license agreements

Report for all current agreements

MR Name	Agreement Number	Order Date	Agreement Issued Date	Agreement Start Date	Agreement Expiration Date	Agmt Type	Authorization Number	Order No.	PO Number	Part Number	Description	Version	OS	Qty	Prod. Family
Absolute Software	12311234134134			09/01/2013	09/01/2014					208938034802					
Microsoft	9948528L	02/01/2014			09/08/2014					123245434534					
	10938409180293801209			09/17/2013	09/17/2014			B9870543333333333333	LB0834830	987054-1					
Absolute Software	123456789	01/01/2014		01/01/2015		Type 1		B22222222	PO123	2345	My Software			1	Test Family
	939393			01/20/2015				B9998887		123ABC					
	tsutest1			05/01/2015				B2389220	123	01-SSC-7035					
BlueTe	23098290234230482903			05/15/2015						a910982319028301289					
Apple	384289393828			05/15/2015						abc4 k39dk					

Licensing Report

Zones Licensing Reports will enable you to schedule automated reports to track expiring licenses and budget future expenditures. This excel based reporting tool also allows you to run comprehensive reports showing you all your historical software licensing purchases. A Licensing Report can be set up to automatically run on a regular basis.

Licensing Newsletter

The Zones Software Licensing Newsletter is issued twice a month and features current promotions, licensing updates and licensing program news. The newsletter is available for download or you can sign up to receive the newsletter via e-mail.

ZonesConnect Advantage

Zones License Tracker enables you to track the licenses you purchase from Zones and elsewhere in a single, centralized database. The data in the reports are presented in an easy-to-read format to help you keep on top of license expiration dates. This single tool will help you get the most cost-effective software solutions, reduce the time and resources required to track your license agreements and ensure software compliance.

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

The first line of customer service support for NCPA entities is their dedicated account team. These resources are available in the normal business hours for the region they cover. Zones also operates a customer service organization based in our Auburn, WA corporate headquarters. This team is available from 5 a.m. to 5 p.m., PST to handle any additional issues which fall outside of your account team’s support.

◆ 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.

Zones is committed to reducing the impact that information technology has on the environment. To help your organization meet and increase its environmental standards, we provide environmentally friendly products, green IT services, and asset management services. As a leading technology provider in the U.S., our commitment to the local and global environment is also demonstrated by some of the ways in which we minimize the environmental impact associated with our internal business operations.



Environmentally Friendly Products

Zones works with manufacturers to offer servers, computers, notebooks, monitors and consumables that have environmentally friendly attributes. ENERGY STAR® products help save energy through efficient designs. The EPA requirements for earning ENERGY STAR are to meet energy use benchmarks in three distinct operating modes: standby, active and sleep modes. In addition to the product, any included accessory must also meet the ENERGY STAR qualifications for its category.



EPEAT™ is operated by the Green Electronics Council (GEC). EPEAT evaluates products according to three tiers of environmental performance – Bronze, Silver and Gold. To qualify for acceptance as an EPEAT product, a product must conform to 23 required criteria; and in the case of Gold and Silver, a percentage of optional criteria (Gold 75% and Silver 50%).



To make it easier for you to distinguish products that meet ENERGY STAR and EPEAT specifications, we include this information on our website and in our catalogs. We also include information about recycling programs for products and consumables. By choosing environmentally-friendly products you protect the environment, lower your total cost of ownership, and get the quality and performance you expect.



Green IT Services

As you know, it is important for both your organization’s ongoing success and the protection of our environment that your technology choices and acquisitions are made with energy cost, use, and supply kept in mind. Zones services complement our environmentally-friendly product offerings by offering assistance with all aspects of your IT projects and all areas of your infrastructure.

Our experts have the in-depth knowledge to help you with energy strategy and management. Lower costs now and plan for future occurrences by developing a disaster recovery strategy that minimizes the losses caused by severe weather events. Deploy custom, energy-efficient IT solutions that minimize the financial impact of changes in energy supply and price. And assess your current energy usage and greenhouse gas emissions.

Zones Professional Services plans, coordinates and conducts a comprehensive selection of green-friendly projects. Your Zones account executive can tell you more about our services for virtual environment conversion, carbon footprint assessments, installation of multifunction printers, data center retrofitting, network storage consolidation, lifecycle management, electronic document archiving, and others.

Asset Management

As a single source provider of IT products and services for more than 20 years, Zones has the experience to facilitate your IT asset management, including services around security and environmental issues.

We understand that a commitment to minimizing the impact technology has on the environment is a tenet that carries through the entire lifecycle of your IT assets. From the selection of your IT solutions leading up to and including systematic reuse, repurposing, recycling and disposal, Zones nationwide disposition centers and standardized processes ensure you will experience unparalleled service.

You can rest easy knowing that Zones recycling partners will provide complete, environmentally responsible disposition of your IT assets. IT assets are recycled following EPA guidelines as well as federal, state and local guidelines. And our service partners are committed to a zero-landfill policy for e-waste and proper disposal of toxic heavy metals.

Green Packaging

Zones has discontinued the use of Styrofoam and air bladders as package fillers and has replaced them with paper made from recycled materials. We also reuse packaging boxes internally when mailing materials to corporate events.

Server Consolidation

Over time Zones has consolidated our servers to conserve energy and maximize space efficiency. The IT experts at Zones are always eager to discuss the energy, performance, and cost benefits of server consolidation with you. We will also make you aware of any rebates and incentives utility companies are giving to organizations that adopt server consolidation solutions and take other steps towards lowering energy consumption.

Electronic Invoicing and Procurement

Since 2003 Zones has used electronic customer invoicing, and to date we have replaced 21,000 paper invoices and statements each month with electronic versions. Our ZonesConnect™ online purchasing tool for customers offers electronic IT fulfillment, online quotes, and online reporting capabilities. And we encourage businesses to choose software licensing to help eliminate unnecessary software boxes. Zones remains committed to finding ways to conserve resources and eliminate waste.

Environmentally Friendly Catalog Program

In 2008 we migrated our entire catalog print program to Forest Stewardship Council (FSC) certified paper. FSC certification ensures that the paper in our catalogs contains fiber from well-managed and responsibly harvested forests that meet strict environmental and socioeconomic standards. Our Zones IT business and Mac Zone catalogs are printed with inks containing soy and/or vegetable oils. Our education and software catalogs are printed entirely with soy-based inks that contain no heavy metals, are non-toxic, non-carcinogenic and are composed of bio-derived renewable resources ranging from 25 to 30 percent.

Internal Recycling

For more than ten years, Zones has recycled within the workplace. Recycle bins for aluminum, glass, metals, steel and paper are conveniently placed for team members to use. Old equipment, such as CPUs and CRT monitors, are disposed of through accredited companies who recycle and/or tear down these products as necessary.

Commuter Trip Reduction Program (CTR)

Zones promotes the use of mass transit and carpooling among our team members. Commuter Bonus Plus Dollars are provided monthly for those who participate in these alternative commuting systems. There are on-site amenities such as bicycle racks and lockers available for team members who bike or walk to the office.

◆ 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.

Please find Zones' certifications attached.



In Addition to Zones NMSDC, Zones holds Diversity Certifications in the following states with an initiative underway to become certified in all States and Polysubdivisions.

- National Minority Supplier Development Council (NMSDC)
- California Public Utilities Commission
- State of Tennessee
- State of Missouri
- City of New York
- Commonwealth of Massachusetts
- City of Philadelphia Certificate
- Canadian Aboriginal and Minority Supplier Council
- Council UK Affiliation (Associate Membership)

Zones Technical Certifications:

Manufacturer	Specialization/Certification
Apple	Apple Certified Support Professional (ACSP) 10.12
Apple	iOS Tech Test - ASTO
Apple	Certified Casper Technician (CCT)
Apple	Certified Casper Administrator (CCA)
Apple	Certified Casper Expert (CCE)
Apple	Certified JJS Administrator (CJA)
AWS	AWS Business Professional
AWS	AWS Technical Professional
AWS	AWS Technical Essentials
AWS	AWS Certified Solutions Architect – Associate (ENGLISH)
Axiom	Pillar Axiom 600 Storage System Presales Specialist
Cisco	Advanced Collaboration Architecture Specialization - Cisco Collaboration Account Manager Representative
Cisco	Cisco - Advanced Collaboration Architecture Specialization - Collaboration Architecture Systems Engineer Representative
Cisco	Advanced Collaboration Architecture Specialization - Cisco Collaboration Field Engineer Representative 1
Cisco	Advanced Collaboration Architecture Specialization - Cisco Video Representative
Cisco	Advanced Collaboration Architecture Specialization - Cisco Unified Communications on UCS Representative
Cisco	Advanced Collaboration Architecture Specialization - Cisco WebEx Solution Design and Implementation Representative
Cisco	Advanced Collaboration Architecture Specialization - Cisco IP Contact Center Express Representative
Cisco	Data Center Architecture - Data Center Sales Spec. for Architecture (AM Role)
Cisco	Data Center Architecture - Data Center Architecture Systems Engineer Representative
Cisco	Data Center Architecture - Data Center Support for UC Specialist (FE1 Role)
Cisco	Data Center Architecture - Data Center UF Support Specialist (FE2 Role)
Cisco	Advanced Security Architecture Specialization - Account Manager
Cisco	Advanced Security Architecture Specialization - Architecture Systems Engineer
Cisco	Advanced Security Architecture Specialization - Field Engineer
Cisco	Advanced Enterprise Networks Architecture Specialization - Account Manager
Cisco	Advanced Enterprise Networks Architecture Specialization - Architecture Systems Engineer
Cisco	Advanced Enterprise Networks Architecture Specialization - Field Engineer #1 - CCNP Routing and Switching or CCIE Routing and Switching

Cisco	Advanced Enterprise Networks Architecture Specialization - Field Engineer #2 - CCIE - Wireless OR CCNA Wireless OR CCNP Wireless
Cisco	Advanced Enterprise Networks Architecture Specialization - Cisco Unified Wireless Site Survey Representative
Cisco	Advanced Enterprise Networks Architecture Specialization - Cisco Unified Access Representative
Cisco	Gold CCIE - CCIE-R/S
Cisco	Gold CCIE - CCIE-COLLAB
Cisco	Selling Business Outcomes - Selling Business Outcomes

Cisco	Business Value Practitioner - Selling Business Outcomes
Cisco	Business Value Practitioner - Cisco Business Value Specialist
Cisco	Business Value Practitioner - Cisco Business Value Practitioner Specialist
Cisco	Application Centric Infrastructure - Account Manager
Cisco	Application Centric Infrastructure - System Engineer
Cisco	Application Centric Infrastructure - Field Engineer
Cisco	Application Centric Infrastructure - ACI CQS (CQS)
Cisco	Advanced IoT - Connected Safety and Security Specialization - Account Manager
Cisco	Advanced IoT - Connected Safety and Security Specialization - Architecture Systems Engineer
Cisco	Advanced IoT - Connected Safety and Security Specialization - Field Engineer
Cisco	Advanced IoT - Connected Safety and Security Specialization - Utilities Industry Practice Manager
Cisco	Advanced IoT - Manufacturing Specialization - Account Manager
Cisco	Advanced IoT - Manufacturing Specialization - Architecture Systems Engineer
Cisco	Advanced IoT - Manufacturing Specialization - Field Engineer
Cisco	Cisco Collaboration Architecture Systems Engineer Representative
Cisco	Certified Network Associate - Voice (CCNA Voice)
Cisco	Cisco Certified Network Associate – R&S (CCNA R&S)
Citrix	CCP-V (Citrix Certified Professional-Virtualization)
Citrix	CCA-V (Citrix Certified Associate-Virtualization)
Citrix	CCP-N (Citrix Certified Professional- Networking)
Citrix	CCP - M (Citrix Certified Professional - Mobility)
Citrix	CCSP Desktop Virtualization
Citrix	CCSP Application Networking
Citrix	CCSP -Server Virtualization
Citrix	CCSP Virtual Computing
Cisco	CCNA- DC
Citrix	Citrix XenServer (CCP-V)
Cisco	CCNA- Security
Cisco	CCNP-Firewall
Commvault	CVTSP-Telling the Commvault Story (v11)

Commvault	CVTSP-Foundation & Core Architecture (v11)
Commvault	CVTSP-Key Technologies: Protect & Manage (v11)
Commvault	CVTSP-Key Technologies: Search & Access (v11)
Commvault	CVTSP-Key Technologies: Operational Management (v11)
Commvault	CVTSP-Discovery & Positioning (v11)
Commvault	CVTSP v11 - Assessment
Commvault	CVSA v11 - High Level Design
Commvault	CVSA v11 - Data Profiles and Policies
Commvault	CVSA v11 - Core Architecture Design
Commvault	CVSA v11 - Microsoft Databases and Applications
Commvault	CVSA v11 - Cloud Architecture & Design
Commvault	CVSA-v11 - Protecting Virtualized Environments
Commvault	CVSA v11 - IntelliSnap Integration
Commvault	CVSA v11 - Archive Search Access
Commvault	CVSA v11 - Mobile & Endpoint
Commvault	CVSA v11 - Assessment
Commvault	CVSA v11 - Advanced Data Protection

Commvault	CVSP17-Module 1: How Commvault Can Add More Opportunities to Engage Your Customers and Prospects
Commvault	CVSP17-Module 2: How Commvault Can Help You Sell More and Increase Your Customer Stickiness
Commvault	CVSP17-Module 3:Commvault's Value Proposition
Commvault	CVSP17-Module 4:Commvault Offerings
Commvault	CVSP17-Module 5:Sales Tools Designed to Accelerate Your Success
Commvault	CVSP17-Module 6:How To Engage With Commvault: Your Personal Roadmap
Dell/EMC	SE: Enterprise Storage Credential V2
Dell/EMC	SE: Converged Infrastructure Credential
Dell/EMC	SE: Midrange Storage Credential
Dell/EMC	SE: Modular Infrastructure Credential
Dell/EMC	SE: Rack and Tower Server Credential
Dell/EMC	Power Systems-Scale out
Dell/EMC	SE: Midrange Storage Credential Dell
Dell/EMC	SE: Rack and Tower Server Credential Dell
Dell/EMC	SE - Converged Infrastructure VSPEX
Dell/EMC	SE - Technologies
Dell/EMC	SE Solution: EMC Hybrid Cloud
Dell/EMC	SE Solution: Software Defined Storage
Dell/EMC	SE - Converged Infrastructure VSPEX BLUE
Dell/EMC	SE: Portfolio Competency
Dell/EMC	SE Solution: The EMC Portfolio
Dell/EMC	SE: Technologies
Dell/EMC	SE Solution: Big Data

Dell/EMC	Converged Infrastructure VBLOCK
Dell/EMC	SE - Converged Infrastructure VSPEX Maintenance
Dell/EMC	EMC Proven Professional - Information Storage Associate (EMCISA)
Dell/EMC	EMC Proven Professional - CLARiiON Specialist Platform Engineer
HP	Enterprise Server - Platinum - HP ASE - Server Solutions Architect V8
HP	HPE Master ASE - Flex Network Solutions V1 or V2 - HPE2-Z38, HP2-Z33
HP	HP Product Certified - HP OneView 1.20
HP	HP ATP - Server Solutions V2
HP	HP ASE - Server Solutions Architect V2
HP	Storage - HP ATP -Storage Solutions V1: Course #: 00772374 WBT
HP	Storage - HP Master ASE - Storage Solutions Architect V1
HP	3 Par - HPE 3PAR Store SERV 7000 Service and Solution Qualification
HP	3 Par - HP 3PAR Store SERV 10000 Installation, Startup and Support
HP	ACMP Engineer
HP	HP Sales Certified Converged Infrastructure Solutions
HP	HP Advance Sales Certified Enterprise Storage Solutions and Services
HP	HP Advance Sales Certified Enterprise Cloud Solutions and Services
HP	HP Advance Sales Certified Networking Solutions and Services
HP	Selling HP Switching and Routing
HPE	Selling HPE Server Products and Solutions, Rev.16.21
HPE	HPE Strategy and Storage Point of View - Q2 FY17
IBM	IBM MobileFirst Sales Professional v2
IBM	IBM Certified Associate - Endpoint Manager V9.0
IBM	IBM i2 Intelligence Technical Professional v2
IBM	IBM Certified Associate Analyst - Security QRadar SIEM V7.2.6!
IBM	IBM Workspere Solution Specialist

IBM	Certified Technical Sales Executive
IBM	IBM Certified Sales Specialist - Power Systems with POWER8 V1
Intel (McAfee	Data Solution Training
Intel (McAfee	Endpoint Solution Training
Intel (McAfee	Infrastructure Solution Training
Intel (McAfee	Operations Solution Training
Kaspersky	KL 019.10 - Kaspersky Endpoint Security and Management. Small Business
Kaspersky	Certified Sales Specialist for consumer solutions
Kaspersky	Kaspersky Endpoint Security and Management. Small Business
Kaspersky	Kaspersky Secure Mail Gateway
Kaspersky	DLP Sales Training
Kaspersky	Endpoint Security for Business Sales Training
Kaspersky	Identifying Your Customer's Pain Points
Kaspersky	Data Loss Prevention 14 Sales Expert
Kaspersky	IT Management Suite 8.0 Sales Expert
Kaspersky	Control Compliance Suite 11.0 Sales Expert

Kaspersky	Mobility: Suite Sales Expert
Kaspersky	Endpoint Encryption 14 Sales Expert
Kaspersky	Data Loss Prevention Cloud Service for Email Sales Expert
Kaspersky	Advanced Threat Protection v1 Sales Expert
Kaspersky	Endpoint Protection 12.1 Sales Expert
Kaspersky	Email Security. Cloud Sales Expert
Kaspersky	ThinkSystem SR530 and SR630 (1U) Technical Overview
Lenovo	ThinkSystem SR530 and SR630 (1U) Technical Overview with Building Blocks.
Lenovo	ThinkSystem SR550 and SR650 (2U) Technical Overview
Lenovo	ThinkSystem SR550 and SR650 (2U) Technical Overview Building Blocks.
Lenovo	McAfee Endpoint Security Certification
McAfee	Data Loss Prevention 14 Sales Expert Plus
McAfee	Microsoft Specialist: Implementing Microsoft Azure Solutions
Microsoft	Microsoft Certified Solutions Associate: Office 365 (MCSA)
Microsoft	CCNP Voice & CCNP R&S Training
Microsoft	Server Infrastructure/Private Cloud Cert
Microsoft	Collaboration and Content Silver - SharePoint - Systems Integration track
Microsoft	Core Solutions of Microsoft Lync Server and Exam 70-337: Enterprise Voice & Online Services with Microsoft Lync Server
Microsoft	Core Solutions of Skype for Business
Microsoft	Enterprise Voice Skype for Business
Microsoft	MCSE: Communications
Microsoft	Gold Cloud Small and Midmarket - Exam 70-346: Managing Office 365 Identities and Requirements and Exam 70-347: Enabling Office 365 Services
Microsoft	Devices and Deployment - Windows7 and Office
Microsoft	Mid-Market Solution Provider -
Microsoft	SAM - Gold - 713 - Software Asset Management (SAM) - Core - English (ENU)
Microsoft	Surface Hub Authorized Device Resellers (ADRs) - Gold - Surface Hub Device
Microsoft	Surface Hub Authorized Device Resellers (ADRs) - Gold - Surface Hub related Software/Cloud Services
Microsoft	MCSE Productivity

Microsoft	MCSA – Windows Server
Microsoft	Azure Pre-sales Specialist
Microsoft	Azure Sales Specialist
Microsoft	Azure Advanced Sales Specialist
Microsoft	Azure Technical Boot Camp & Assessment
Microsoft	Azure Technical Boot Camp SMB Tech Series
Microsoft	Implementing MS Azure Infrastructure Solutions
Microsoft	IT Professional for O365

Microsoft	Managing Office 365 Identities and Requirements
Microsoft	MCSE
Microsoft	MCSE Server Infrastructure
Microsoft	MCSE Messaging
Microsoft	CCNA
Microsoft	MCP
Microsoft	Solution Architect Intermediate Accreditation - Partners
Mobile Iron	Design and Deployment Specialist Fundamentals Accreditation - Partner
Mobile Iron	Solution Architect Fundamentals Accreditation - Partner
Mobile Iron	Design and Deployment Specialist Intermediate Accreditation Customer
Mobile Iron	Design and Deployment Specialist Intermediate Accreditation Partner
Mobile Iron	Support Specialist Intermediate Accreditation-Customer
Mobile Iron	Design and Deployment Specialist Fundamentals Accreditation
Mobile Iron	Support Specialist Fundamentals Accreditation
Mobile Iron	V7.0 Design and Deployment Intermediate
Mobile Iron	Discovery of CVLT Appliance and integration with NetApp E Series Storages
NetApp	Neap Accredited Sales Professional
NetApp	Neap Data ONTAP 7Mode Fundamentals
NetApp	NETAPP Associate Sales Engineer Data On Tap
NetApp	Oracle Database 12c Presales Specialist
Oracle	Oracle Database Performance and Tuning Presales Specialist
Oracle	Oracle Real Application Cluster 12c Presales Specialist
Oracle	Oracle Database Cloud Services Presales Specialist
Oracle	Oracle Exadata Database Machine Presales Specialist
Oracle	Oracle Database Appliance Presales Specialist
Oracle	Oracle Enterprise Manager 12c Presales Specialist
Oracle	Oracle Enterprise Manager Application Quality Management Presales Specialist
Oracle	Oracle Cloud Builder Presales Specialist
Oracle	Oracle WebLogic Server 12c Presales Specialist
Oracle	Oracle Big Data Presales Specialist
Oracle	Oracle Big Data Cloud Service Presales Specialist
Oracle	Sun x86 Servers Presales Specialist
Oracle	Oracle's NAS Storage Presales Specialist
Oracle	Palo Alto Networks Accredited Sales Expert
Palo Alto	Palo Alto Accredited Configuration Engineer (ACE)
Palo Alto	Palo Alto Networks ACE PAN OS
Palo Alto	RPPOS100 -Polycom
Polycom	RPPOT200 -Polycom
Polycom	RPPCLEX102 -Polycom
Polycom	VSOS100 -Polycom
Polycom	VSOT200 -Polycom

Polycom	RPCOS100 -Polycom
Polycom	RPCOT200 -Polycom
Polycom	RPEOT200 -Polycom
Polycom	PLCMVEX101 -Polycom
Polycom	VOBOT102 -Polycom
Polycom	Lights-out Management for HP ProLiant Servers
ProLiant	ProLiant Server Tools and Troubleshooting
ProLiant	RSA & RSS – WAN Optimization - Riverbed
Riverbed	RTSA & RTSS - WAN Optimization - Riverbed
Riverbed	RSA & RSS – Storage Delivery - Riverbed
Riverbed	RTSA & RTSS - Storage Delivery - Riverbed
Riverbed	CSSA Certified SonicWALL System Admin for Network Security
SonicWALL	CCSP Certified SonicWALL Security Professional
SonicWALL	Premier - Splunk Certified Sales Engineer Level I V.6.3
Splunk	Premier - Splunk Certified Consultant Level I V.6.3
Splunk	CL Administrator 12
Suse	Administration of Symantec Data Center Security: Server Advanced 6.0
Symantec	Symantec Endpoint Protection Cloud Sales Expert - Exam 1
Symantec	Symantec Endpoint Protection Cloud Sales Expert - Exam 2
Symantec	Protection Suite Enterprise Edition Sales Expert
Symantec	Web Security. Cloud Sales Expert - Web Security
Symantec	Web Security. Cloud Sales Expert - Data Protection
Symantec	Symantec Messaging Gateway 10.5
Symantec	Advanced Threat Protection Sales Expert Plus
Symantec	Symantec Data Center Security: Server Advanced 6.6 Sales Expert Plus
Symantec	Symantec Data Center Security: Server, Monitoring Edition, & Server Advanced 6.6
Symantec	Symantec Data Center Security: Server 6.6 Symantec Sales Expert Plus
Symantec	Symantec Endpoint Protection Cloud
Symantec	Data Loss Prevention 12.0 Administration Training
Symantec	Symantec Web Gateway 5.0 Sales Expert Plus
Symantec	Symantec Mobility: Suite Sales Expert Plus
Symantec	SSE Endpoint Protection 12.1.4
Symantec	SSE Endpoint Protection Small Business Edition
Symantec	SSE Protection Suite Small Business Edition and Enterprise Edition
Symantec	SSE+ Endpoint Protection 12.1
Symantec	SSE+ Endpoint Protection Small Business Edition
Symantec	SSE Asset Management
Symantec	SSE Client Management
Symantec	SSE IT Management
Symantec	SSE+ Asset Management
Symantec	SSE+ Client Management and Server Management

Symantec	STS Symantec NetBackup 7.5 for Windows
Symantec	Enterprise B/U Recovery - Expert - VMCE
Veeam	Veeam Sales Professional (VMSP)
Veeam	Veeam Technical Sales Professional (VMTSP)
Veeam	Veeam Availability Suite v9 VMSP*
Veeam	Veeam Availability Suite v9 VMTSP*
Veeam	Veeam Management Pack™ VMSP
Veeam	Veeam Management Pack™ VMTSP

Veeam	Enterprise B/U Recovery - Expert - Veritas NetBackup
Veritas	Enterprise B/U Recovery - Expert - Veritas NetBackup and Veritas NetBackup Appliance
Veritas	Archiving(Enterprise Vault) - Expert - Veritas NetBackup SW and Veritas NetBackup Appliance (SW and HW w/ Appliance)
Veritas	Veritas Enterprise Vault and Veritas Enterprise Vault. Cloud
Veritas	Dynamic Storage & Continuity - Cluster Server, Storage Foundation for windows
Veritas	Dynamic Storage & Continuity - Veritas Storage Foundation and High Availability for WIN
Veritas	VSE - Veritas Backup Exec 15
Veritas	VSE+ - Veritas NetBackup 7.5
Veritas	VSE+ - Veritas Backup Exec
Veritas	VTS - Veritas NetBackup 7.5 for Windows
Veritas	VSE+ - Veritas Backup Exec 15
Veritas	VSE - Veritas NetBackup
Veritas	VSE+ - Veritas NetBackup 7.7
Veritas	Veritas - - VSE+ - Veritas NetBackup Appliances 2.7
Veritas	Veritas - - VSE - Veritas Cluster Server 6.2 - Business Continuity/HA/DR
Veritas	Veritas - - VSE - Veritas Storage and Availability for Virtual and Cloud Environments
Veritas	VMware - Server Virtualization - Server Virtualization Technical Post-Sales Accreditation: vSphere 5 Design
VMware	VMware - Business Continuity Technical Post-Sales -
VMware	VMware - Business Continuity Technical Post-Sales Accreditation: Implementation Fundamentals 5 -
VMware	VMware - DaaS - VOP-SE (Subscription Operations Expert)
VMware	VMware - DaaS - Desktop Virtualization Technical Post-Sales Accreditation: VMware View Implementation Fundamentals
VMware	VMware - DaaS - Desktop-as-a-Service Technical Post-Sales
VMware	VMware - - Desktop Virtualization Technical Post-Sales VCP-DTM OR View Implementation Fundamentals
VMware	VMware - - VMware View Design
VMware	VMware - - VMware Mirage Implementation Fundamentals
VMware	VMware - Management Automation - Management Automation Technical Post-Sales vRealize Automation: Install, Configure, Manage

VMware	VMware - Management Automation - Management Automation Technical Post-Sales: Service Delivery Readiness
VMware	VMware - Management Operations - Management Automation Technical Post-Sales vRealize Automation: Install, Configure, Manage
VMware	VMware - Mobility Management - Mobility Technical Post Sales accreditation: Cloud Deploy
VMware	VMware - Mobility Management - Mobility Technical Post Sales accreditation: On-Premise Deploy
VMware	VMware - Network Virtualization - Network Virtualization Technical PostSales Accreditation: NSX
VMware	VMware - Software-Defined Storage - Software-Defined Storage Technical Post-Sales Accreditation
VMware	VMware - Software-Defined Storage - VMware Virtual SAN: Deploy and Manage [V6.2] - On Demand
VMware	VMware - - VMware VCP6-DCV
VMware	VMware - - DCV - Data Center Virtualization
VMware	VMware - - SDDC Livefire Architecture and Design
VMware	VMware - - (VCP5-DCV) VMware Certified Professional 5 – Data Center Virtualization
VMware	VMware - - VCA) VMware Certified Associate Cloud
VMware	VMware - - VSP - MO (Management Operations 6)
VMware	VMware - - VTSP - MO (Management Operations 5)
VMware	VMware - - VTSP - DaaS (Desktop as a Service)
VMware	VMware - - VOP License Expert
VMware	VMware - - VTSP - SV (Server Virtualization)
VMware	VMware - - VTSP - NV (Network Virtualization)
VMware	VMware - - VSP-SV (Server Virtualization)
VMware	VMware - - VTSP-SV (Server Virtualization)
VMware	VMware - - VSP-All
VMware	VMware - - VTSP-All
VMware	VMware - - VOP-LE
VMware	VMware - - ProLiant ML and DL Server Technologies
VMware	VMware - - VMware Certified Professional 5 - Cloud
VMware	VMware - - VMware Certified Professional 5 - Data Center Virtualization
VMware	VMware - - VMware vCenter Operation Manager: Analyze and Predict v5.x
VMware	VMware - - VSP - CP (Cloud Provider)
VMware	VMware - - VSP - SDS (Software Defined Storage)
VMware	VMware - - VSP - SV (Server Virtualization 5.5)
VMware	VMware - - VTSP - BC (Business Continuity 5)
VMware	VMware - - VTSP - Cloud (Cloud IaaS 5)
VMware	VMware - - VTSP - DM (Data Management)
VMware	VMware - - VTSP - DV (Desktop Virtualization 5)
VMware	VMware - - VTSP - DV (Desktop Virtualization 6)
VMware	VMware - - VTSP - SDS (Software Defined Storage)

VMware	VMware - - VTSP - VBCA (Virtualization of Business Critical Applications)
VMware	VMware - - VTSP 4
VMware	VMware - - VTSP - NV (Network Virtualization 1.0) VMware
VMware	Websense - - Certified Sales MASTERY WebSphere Professional
Websense	Advanced Data Capture Sales Professional
Zebra	Advanced Data Capture Technical Associate
Zebra	Advance Data Sales Associate
Zebra	RFID Sales Professional
Zebra	RFID Technical Associate
Zebra	RFID Sales Associate

TAB 5

PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Zones works as a vendor-neutral partner on behalf of our customers to ensure the best products and solutions are selected to meet their needs. Our team of dedicated sellers and technical resources collaborate to identify the best potential options based on the specifications provided by the customer.

Warranty

Proposal should address the following warranty information:

- 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

Customer's IT Purchases are covered by the manufacturer's standard warranty. The terms of the warranty vary by the OEM of each product. There are options to purchase additional warranty coverage options for products where the standard warranty is not enough for the customer needs. The account team can provide guidance on best value options to purchase.

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Zones agrees and complies with this statement.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Zones agrees and complies with this statement.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / 2-in-1s
- Tablets
- Desktop Computers
- Workstations – Fixed and Mobile
- Gaming Devices
- Chromebooks – Education and Enterprise
- Servers

- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking

Zones' offering of products is inclusive, but not limited, to the list of identified categories above. Our company does business with more than 2000 manufacturers. This list of product offerings and manufacturer partners are varied across multiple brands and product lines.

Our company offers a Full Product Offering based on Category Discount structure percentage from Zones.com List Price. This pricing is a not to exceed price based on quantity one purchase. Additional discounted pricing may be provided for larger volume opportunities. The full pricing table is available on Tab 7 Pricing.

Services

- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Zones' offering of products is inclusive of the list of identified categories above. Our company does business with more than 2,200 product providers. As the list of products and manufacturers is ever changing, Zones can utilize its direct and channel partnerships to access almost any brand or specific product a customer may request.

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

The last decade has seen an increased need by customers to purchase solutions-based offerings in addition to products. Common services that are offered in our system include Manage Services, Product Support, Maintenance and Product Configurations to name a few. Professional Services, which require a custom Statement of Work between Zones and the customer, are also available and have become a tool that our customers rely on to address technical requirements. Zones technical resources, or third-party providers, are knowledgeable and experienced across multiple disciplines to assess, identify, and propose solutions options.

Please see our Professional Services Rates and information on Tab 7 Pricing

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
 - Fair Market Value Lease
 - Purchase Option Lease
 - Tax Exempt Lease Purchase Lease
 - Flex Lease Purchase
 - PC-as-a-Service
 - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

Zones recognizes that customers have different financial requirements that require multiple options to procure their solutions and products. Our company works with our customers and their desired leasing partners to achieve their purchase goals. The scope of the purchase and the customer's own financial standing and tax exemption status will impact the number of providers and type of lease structure available.

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.

Cloud Solution Provider

Zones Microsoft Cloud Solution Provider (CSP) status enables us to deliver Microsoft cloud solutions including Office 365, Azure, Microsoft 365, AWS and Google comprehensive solutions.

Zones Device as a Service (DaaS)

As organizations look to consolidate their IT device and services expenditures, DaaS has emerged as an excellent way to reduce costs, provide secure and high-quality services to their end users, and stabilize IT cost volatility. For organizations looking to introduce expenditure recognition flexibility, DaaS can help through moving device ownership (and therefore depreciation) off of their books and through the services component and lease of the device.

When you add in IT services, support, software management, and disposal, the costs of owning a device are much higher than the purchase price. That's why DaaS is so valuable. For a predictable, fixed monthly subscription, Zones DaaS provides a fully managed solution that combines hardware, licensing, and end-to-end IT services.

Zones delivers solutions designed to keep End Users entire workforce completely aligned-whether they are across the hall or on the other side of the world. The world is changing, and your workforce needs to change with it. Our services equip users with the tools they need to work efficiently and securely, anywhere, anytime, and on any device you choose.

The costs of owning a device are increased dramatically beyond the purchase price when you add in IT services, support, software management, and disposal. For a fixed monthly subscription, Zones Device as a Service (DaaS) provides a fully managed solution that combines hardware, licensing, and end-to-end IT services.

Zones will manage time-consuming and risk-prone operating system implementations - discover how your IT team can focus on high-value infrastructure and strategic projects instead. The Zones OS Upgrade & Deployment Assessment looks at current operating systems and ability to move your organization to a new or different operating system, including Windows 10 and Mac.

Inventory Management & Forecasting

Zones is flexible and can accommodate changes in volume as necessary. Zones will work with End Users to gather this information through the standard course of action within the project lifecycle. Zones assumes that End Users will maintain primary responsibility for developing the forecast schedule based on this information and will present Zones project management with the appropriate documentation. Zones Project Management will work with End Users' Project Management and key stakeholders to develop a rolling 30, 60, and 90-day rollout forecast based on End Users' business requirements. The forecast will help align delivery resources and on-hand hardware/components with need. Forecasting ensures that Zones can project min/max counts of on-hand items to achieve both speedy delivery of End Users' staged and configured devices and consistently meet your requirements.

The forecast model is intended to be stable in terms of device store count by type, location, and delivery dates in the 0-30 day point and become more flexible as we enter the 31-60 day projections, while the 61-90 day projections are meant more for a pipeline view into what is coming. An example model is presented in the table below:

Forecast Model	Accuracy of Projected End User Device Quantities	Accuracy of Projected End Users	Accuracy of Delivery Dates
30 Days	100%	100%	100%
60 Days	80%	70%	60%
90 Days	60%	50%	40%

Zones' Project Management team will meet with End Users weekly to discuss the overall project status, required reporting, the current level of satisfaction, current and/or ongoing issues, and have detailed planning sessions. In those sessions, Zones will work with you to update the forecast and solidify upcoming rollouts.

Imaging Services

Zones is uniquely positioned to help clients reduce costs and drive efficiencies. All imaging and configuration are performed at facilities owned and operated by Zones or our partners. Our Technology Solution Centers allows us to design flexible solutions that meet specific client requirements and roll-out schedules. Unlike our competitors, which traditionally dictate the imaging and configuration process a client must follow, Zones is flexible enough to react quickly to changing situations, modifying our solutions and processes to match changing requirements. Zones also offers Microsoft Autopilot. Zones has been at the forefront of Microsoft's Windows 10 AutoPilot initiative and is currently performing AutoPilot White Glove services for a number of customers. Because Zones has both a Cloud Engineering practice, referred to as the CCDO (Cloud, Cybersecurity and Data Center Delivery Organization) and a nationwide network of Technology Solution Centers, Zones is well positioned to offer best in class, end to end services for customers looking to migrate to AutoPilot.

Staging and Configuration

Zones' Technology Solution Centers provides in-country imaging and configuration where possible to ensure that End Users' equipment is shipped in-country and leverage all associated benefits and avoid things like license transfers, customs issues, duties, or other costs associated with imports. Zones certifies that all equipment will be shipped to End Users with all memory and cards already installed, except in cases where doing so would make shipping impractical. Zones customarily will receive equipment from various distribution channels or manufacturers via common carrier or freight methods at our Technology Solution Centers. As equipment is received, it is scanned into our proprietary inventory control systems nterprise, where it is immediately available as raw inventory and visible to designated resources through our customer portal. Customers then place orders through the customer portal, and equipment is pulled from raw inventory and staged for entry into our Configuration Center. Within the Configuration Center, equipment is assembled, configured, and imaged as required, and kitted for 'just-in-time' delivery to the customer

designated locations. During all facets of staging, configuration, kitting and shipping, real-time updates are available through the customer portal, ensuring true transparency, compliance, and quality.

Zones has a range of configuration services that End Users can leverage:

- Our integration and logistics professionals around the world are here to help ensure all your new technology arrives on time and on budget.
- Custom images can be applied to all devices prior to shipment.
- Asset tagging and labeling can be requested for equipment, with numbers tracked in the Zones ERP system.
- Kitting Services bundle devices and peripherals together.
- Office-in-a-Box solutions include preconfigured equipment needed to outfit stores/branches.
- Custom crating, packaging, and labeling ensure safe and accurate delivery.
- Custom palletization helps delivery meet client specifications.
- Box-less delivery can speed up installation and reduce waste.
- Rack & Roll Services ensure all parts - including power and cooling equipment - are tested and arrive as ordered.

Break/Fix Services

Zones provided break/fix services via our advanced exchange program. The advanced exchange intake process will be centered around our Help Desk. As incidents are received via ServiceNow our resources will diagnose the issue. If hardware is identified as the root cause, our resources will flag the incident for follow up with our TSC/supply chain organization assigning the incident to that resolver group for the advanced exchange process and a next business day delivery as long as the issue was identified at or before the local regional cutoff time of 2:00pm.

Zones will ship fully imaged and configured devices out to the field accompanied with an open me first document (OMF), and a self-addressed pre-paid shipping label. The OMF will contain clear directions to the user to ship the defective hardware back to Zones in the shipping box the user received containing the new hardware. Once the defective hardware is received, Zones will triage the device and work with the OEM on the backside to perform entitlement and perform certified repairs. The device will then be wiped, cleared and returned to the sparing pool to be leveraged for other break/fix repairs. If the defect is due to DOA within the first 30 days, Zones will work with the OEM to replace the device with new hardware per Allstate's requirements. Notification of shipping details will be provided to customer via our closed loop ticketing process. Reporting and tracking of bot the incoming and outgoing equipment will be part of the standard process.

Warranty and Repair

Zones is a certified warranty repair shop for most major OEMs and will work with End Users to design a program to meet your requirements. We offer onsite repair, advanced exchange, "spare in the air", and

other programs to fit each specific ADP need. As a certified warranty repair provider, Zones can bill the OEM for costs incurred for repair services delivered.

Zones Help Desk

As part of our comprehensive solution, ITIL-based Help Desk features will be provided 24 hours a day, 7 days a week (24x7), including holidays, for the duration of this project for level one technology support services. This service will consist of triaging, troubleshooting, resolving, and escalating incidents related to poor, ineffective, defective, or abnormal technology functionality either systemic in nature or individually.

Trained Help Desk technicians will review the incident and contact the requester to start the diagnostic process. Incidents received via the telephone will be answered immediately where the technician will gather all required contact information, a description of the issue, and details surrounding the incident. Technicians will then work with the individual to triage the situation and troubleshoot as necessary. Users will have the ability to escalate issues to level 2 and 3 resolver groups if requested.

All technology-related issues will be routed to the on-site technology group for further investigation. Our Help Desk approach incorporates ITIL, a widely accepted approach to ITSM, highlighting the approach that IT should not be technology-oriented, but a service delivered by an integrated mix of people, process, and technology. We focus on aligning IT services with the needs of **End Users**. Zones defines achievement of mature Help Desk delivery through proactive assessment, integration with the user base served to provide added value, and the ability to measure and communicate how we impact the user base overall.

Help Desk Approach

Zones has experience in managing and supporting a wide range of services and applications, and a full spectrum of ITSM support services and Levels I, II, and III. Services are delivered by personnel resources from our current secure locations in Menands, New York; Utica, New York, and at client locations. We have been providing the services from our Menands, NY location for over ten years. We offer offshore options as well from our India location.

Zones follows a Help Desk Methodology based on proven best practices, tools, and resources all aimed at providing the highest quality and best customer experience possible. The methodology is flexible, customizable, and scalable to meet customer needs. Our approach to evaluating lessons learned for Help Desk operations is holistic and comprehensive, resulting in benefits to all our managed Help Desks, including technical solutions, process development, or tool implementation. We leverage our lessons learned approach to delivering continuous improvement.

Today, our support organization supports over 200 agents at various levels of IT Help Desk support with over 300,000 tickets annually. We support onsite and remote and across the full ITSM spectrum of the problem, change and incident management, tools, and customer requirements. This is an existing team of support professionals ready and knowledgeable in understanding, resolving, escalating, and documenting issues with the objective of fully satisfying their clients.

The Zones approach to providing effective end-user support centers on our ITIL-based Help Desk, which provides a single point of contact for all end-users. In addition, providing end-users with the ability to resolve their own issues is a powerful tool to improve customer satisfaction, while also reducing ticket volume. This is another opportunity for unique differentiation in providing the highest quality service. If

a user can quickly and easily correct a problem themselves, then they are back to work faster and have a more positive overall experience.

Zones can also support the complete spectrum of devices and services to include support beyond end-user computing devices such as scheduling IT services, VoIP devices, softphones and remote office phones, transport, server, and mainframe services, storage services, and audio and technology services including voice, Collaboration Technology Teleconferencing (VTC) services, cable TV, commercial telecommunications support, unified communications, and wireless network access. This experience proves helpful in understanding a root cause, which may be outside of our clients' support and control. Furthermore, it benefits End Users to resolve an issue within their own environment more quickly.

Through escalation engineers that handle daily internal escalated technical issues and consults, we will ensure that all resources are trained, equipped, and empowered to answer and ultimately close customer issues. We achieve the required level of service by providing executive-level buy-in, forming, and developing a solid team for the delivery of services, establishing SOPs for every contract and delivering the needed level of support through our Help Desk.

Zones provides multiple support models based on customer requirements including remote and deskside or on-premise support. Zones provides multiple tiers of KPI or SLA-based support including Level I, II, and III, and to multiple customer industries across all ITSM disciplines including change, problem, and incident management. Currently, KPIs vary depending on the customer and contractual requirements. However, in general, the commitments conform to industry standards. For example, a 30 second average answer time or a four (4) hour, same-day, or next-day on-site response time is a common metric.

Zones' agents are proficient in the use of various scripted responses, diagnostic techniques, incident management tools, knowledge bases and SOPs and will be ready to integrate seamlessly your support teams.

There are five assessments that determine and define the level of impact for Help Desk personnel and services:

- **Best Practices:** Zones follows well-defined and documented Help Desk processes. Our best practices are the result of our lessons learned and industry standards integrated with specific End Users requirements.
- **Organizational Integration:** Zones believes the Help Desk must be a valuable contributor to organization success. Our PMO will work closely with End Users stakeholders to integrate the organization in a transparent way to end-users. Zones provides a flexible and scalable approach that results in consistent performance and resources matched to End Users' unique requirements.
- **Technology Optimization:** Zones understands the need for a stable uninterrupted level of service. Any recommendations that we make include benefits to End Users and, when appropriate, pilots to minimize any downtime. Examples include self-help and automation capabilities, and we look forward to working with End Users to better understand successes to date and identify future opportunities.
- **Staff Development:** Zones promotes a professional level of service through staff development and understanding the elements of retention. We believe that commitment and loyalty are pillars of our culture. Our approach to culture ensures employees are engaged, empowered, and connected. We maintain our engaged team through regular corporate town halls and social events that provide opportunities for employees to actively engage with charities that provide

corporate sponsorships. The organizations include JDRF, Toys for Tots, Coats for Kids, local food pantries, and the Annual Equinox Thanksgiving Day Community Dinner. Providing opportunities for employees to work together in the community fosters excellence and a collaborative approach when identifying and solving business needs. This is also the Zones experience with success in high employee retention.

- Information Management: Our PMO uses metrics for customer satisfaction, call reduction, root cause, and self-improvement. These are all critical elements in delivering the highest quality and differentiating services. Continuous improvement is an integral part of the success achieved.

Recognizing the unique requirements of End Users customers and recognizing that there is not a single way to approach, analyze, and deliver a customized Help Desk solution, we integrate these assessments to deliver an excellent user experience.

Flexible execution has become a mandate in today's top enterprises. To maximize profitability and best align investment with opportunity, it is often beneficial to combine fixed-cost in-house talent with variable cost outside expertise. Zones is a specialist at providing experienced certified technology infrastructure professionals to many of the largest enterprises in the U.S. With a focus exclusively on technology infrastructure and engineering talent in each of the top 100 U.S. markets, Zones has the unique ability to provide proven talent to meet the most demanding customer requirements for both short and long-term assignments

The relationship between End Users and Zones will reflect the key attributes of an open, collaborative, and customer-oriented professional relationship. We will offer expert talent and ingenuity with flexibility and allow for highly professional expert staffing support over the life of the contract. We will continuously seek ways to increase customer satisfaction through the delivery of superior, best-value resources.

Staffing Approach

Like End Users, our people are our most important asset. Our personnel staffing resources and proven retention plan provide a proactive approach to recruiting and retaining qualified, approved staff augmentation to meet 100 percent of End Users' service requirements. Our strategy establishes a framework to recruit and hire the best and brightest employee resources to deliver world-class customer experiences.

Our staffing professionals review each job description in detail to become thoroughly familiar with all responsibilities and requirements. Special care is taken to research all technical terminology to ensure a complete understanding of all job duties. This gives the staffing team a firm basis from which to develop insight on the meaning of the job and what type of training is necessary to fulfill the position successfully to ensure all End Users needs will be exceeded. An in-person meeting may then be scheduled between the staffing team and the hiring manager to further discuss End Users' vision for the correct candidate. Subject Matter Experts will also be consulted for additional clarification on the skills and knowledge on the applicable technical environments, platforms, applications, systems, and security used for the position in question.

Job descriptions will be posted on Zones' career page and various online job boards such as Career Builder, Indeed, and SmartRecruiter. Additionally, we will proactively source qualified candidates using sources such as LinkedIn, CareerBuilder, and Dice. Resumes will be reviewed and qualified, and a phone

screen will be performed to obtain a rounder profile of the candidate. A second phone interview will then be conducted with a Subject Matter Expert to validate the candidate's technical skill set. Following this conversation, an in-person interview will be scheduled. Candidates will meet with the staffing team, the Subject Matter Experts, and the hiring manager before being extended an official job offer. Our recruitment strategy provides a diversity of technical expertise, ensures flexibility in the workforce, and responds to evolving program initiatives over the entire period of performance. Through proactive recruiting, we have and will continue to identify qualified personnel for all positions.

NCPA – Region 14 Purchasing Entities will be able to access SaaS provider portals through ZonesCloud, our web-based self-service platform, which will enable our mutual customers to transact and manage cloud subscriptions through a single, centralized management console. Zones Cloud v2.0 enables our customers to easily purchase and manage cloud services and associated subscription ordering, provisioning, and management through a great online marketplace experience including intuitive self-service controls for each subscription. Region 14 ESC IT End Users' Zones account team will activate your free Zones Cloud account and customize it to your needs.

Zones Cloud provides easy access to multiple partners and their SaaS and IaaS subscription offers.

- Subscription Transparency - Zones Cloud v2.0 will provide fully integrated self-service capabilities to research, quote, purchase, provision, view, and manage your cloud subscriptions, including orders and history, provisioning, subscription status and reporting, subscription management, and platforms.
- Cloud Subscription Management - Zones clients and service managers alike can view all active subscriptions and modify them as needed, all via our easy-to-use customer control panels. Users can add new subscriptions, adjust their existing subscriptions, or cancel subscriptions when necessary.
- Improved e-commerce platform - Zones Cloud focuses primarily on cloud subscriptions, including SaaS, IaaS, and XaaS. It integrates smoothly with monthly recurring revenue business models.

Zones One Services

Zones deliver complex IT solutions, but our solutions don't end at the point of sale. No matter what you need within IT, our Lifecycle Management can help you get the job done efficiently, effectively, and economically.

Professional Services

Our four Practice Areas - Digital Workplace, Nextgen Network, Cloud and Data Center, and Cybersecurity - encompass a variety of support services. Zones can help you identify, acquire, and deploy the right solution for the job - quickly and easily.

Assessment, design, and implementation are designed to help clients optimize their IT infrastructure, operations, and investments in digital transformation. The Zones PMO team helps clients assess, identify, and design every aspect of a project, from beginning to end.

Design and Plan

Every successful journey begins with a roadmap. Our experts can help you assess, identify, and design every aspect of your project, from beginning to end.

- **Assessments** – The Zones Discovery Services (ZDS) team combines tools, people, and processes to deliver insight into your IT environment, and help identify opportunities, eliminate unnecessary costs, and mitigate risk. Assessments include software licensing management; software inventory and usage metering; mobile device reporting and client access license (CAL) tracking; SQL reporting; hardware warranty, maintenance, and supportability reports; and hardware contract management.
- **Project Management** – Zones will develop and execute a detailed end-to-end plan encompassing delivery and schedule management, resource scheduling, and freight/transportation management, as well as a closeout meeting to review performance metrics. The PMO team oversees and manages all activities throughout the lifecycle continuum.
- **Micro-Consulting** – Technical advisory can fill client skill or resource gaps. These are available in pre-paid blocks of time, provided on-site, and consumed as needed over a year.

Procurement

Zones offer End Users a full suite of to support your e-commerce requirements which help streamline the entire IT procurement process including the following:

ZonesConnect Catalogs

ZonesConnect is our online, password-protected, procurement and reporting system. It offers End Users round-the-clock, secure access to a Zones catalog where you can browse for products and purchase them directly via PO or an approved corporate credit card.

ZonesConnect Tier-One Support

Zones' E-commerce Integration Team can provide tier-one troubleshooting support for End Users to help with issues and answer questions related to ZonesConnect integrations. We will communicate directly with the user via phone, e-mail, IM, screen share, or in-person meetings to gather information, then act as a liaison with Zones IT Department to help resolve the issue.

Custom Catalogs

We can create End Users a Custom Zone, which is an area within ZonesConnect that only shows users a restricted or specially curated list of products. This solution will provide you with the following benefits:

- Prevent unauthorized purchases and drive standardization across your organization by limiting access to a subset of approved products.
- Restrict purchases at the category or product level, depending on your needs.
- Utilize standard or restricted reports to ensure users only have access to the data they need.
- Custom navigation, formatting, and display options to aid in an easy transition for your users.

Punchout Catalogs

ZonesConnect was designed to seamlessly integrate with all major ERP solutions. Your users will access ZonesConnect to browse the catalog and build their cart, then punch out to your system for check-out and PO generation. We offer a range of options to ensure that the solution meets your specific requirements:

- Basic punchout. This is an unrestricted product catalog and can be established in three business days (after all requirements are collected and approved).
- Limited catalog. End Users can handpick standard products to include.
- Custom punchout. Available products can be filtered by either an approved product category or by an approved product list. All items in the catalog can be searched and reporting may be standard or restricted. The SLA for completion of a custom punchout is two weeks (after all requirements are collected and approved).

EDI Automation

Zones support Electronic Data Interchange as a secure format if End Users prefers to use your internal ERP system to exchange purchase orders and invoices.

Our options include:

- Electronic PO submission. Zones receive electronic POs (EDI 850) from End Users and process them for fulfillment with minimal manual intervention.
- Electronic invoicing. Zones submit electronic invoices (EDI 810) back to End Users against your electronic PO.
- Electronic acknowledgment. Zones acknowledge the receipt of POs and confirm our ability to supply the products (EDI 855)

E-commerce Consulting

The Zones E-commerce Team can provide **End Users** with information about e-commerce best practices, industry standards, and options. This has been the most beneficial service for clients who do not have a deep bench of e-commerce experts on their team, but we have also suggested successful solutions for some of the world's largest corporations.

- **Procurement through existing e-marketplace** - Zones can integrate with marketplaces via XML, EDI, or APIs.
- **Global capabilities** – Zones has offices, distribution facilities, and affiliates that can fulfill in more than 80 countries around the world allowing us to serve multi-national clients.

Install, Move, Add, Change

Install, Move, Add, Change (IMAC) Services from Zones connect you with the right technical resource whenever and wherever you need it. Here's just some of what we can do:

- **Install:** Implement and manage hardware and software additions on-site.
- **Moves:** Disconnect existing IT assets for moves. Unpack and reconnect IT assets at the new location.
- **Upgrade:** Upgrade equipment with new operating systems.
- **Changes:** Modify existing operating systems to ensure proper hardware and app performance.

IT Asset Disposition

Our IT Asset Disposition (ITAD) options let you enjoy peace of mind knowing that your end-of-life IT equipment will be handled in a secure and environmentally responsible manner.

Equipment Disposal – Zones works with R2- and e-Steward-certified recyclers to ensure that e-waste is handled in a safe, legal, and environmentally sensitive way. To ensure proper documentation, we'll provide a log of the equipment received and disposed of.

Remarketing – Zones will help resell retired equipment under a revenue-sharing agreement, increasing overall ROI for decommissioned IT assets.

Refurbishment & Restock – Zones refurbishment and restocking programs lower IT costs, ensuring equipment is fully functional, clean, and repackaged before stocking in our Logistics Integration Center. Refurbished equipment can be redeployed on schedule or on demand.

Data Destruction – Zones provide secure data destruction with hard drive wipes that adhere to DoD 5220.22m standards. For additional security, drives will be physically crushed, rendering the drives unreadable, and a Certificate of Destruction will be provided.

Managed Professional Services

Our dedicated project managers will work directly with you on every project to ensure that our IT deployments are completed within budget, in scope, and on schedule. Post-deployment, our support team will handle any Help Desk requests, event notifications, or reactive issues that come up - allowing you to keep all of your operations running smoothly.

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

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

APPENDIX II TO 2 CFR PART 200

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

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror 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.

(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 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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

(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

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

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

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

- 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

(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:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial 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. This right of access will last only as long as the records are retained.

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.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

CONTRACTOR REQUIRMENTS

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.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain 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. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

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 applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 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 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 that are flowed to Contractor from Awarding Participating Agency.

- 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 that are flowed to Contractor from Awarding Participating Agency.
 - 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, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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 and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, 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 knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly 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, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

Contractor also acknowledges that if it makes, or causes to 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.


FEDERAL REQUIRED SIGNATURES

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

Offeror Zones LLC

Address 1102 15th Street SW Suite 102

City/State/Zip Auburn, WA 98001

Authorized Signature 
Russell Day (Nov 17, 2022 10:56 PST)

Date 11/17/22

ANTITRUST CERTIFICATION STATEMENTS

TEXAS 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 Zones LLC

Address 1102 15th St SW Suite 102

City/State/Zip Auburn, WA 98001

Telephone Number 253-205-3000

Fax Number NA

Email Address Russell.Day@Zones.com

Printed Name Russell Day

Title EVO, Chief Financial Officer, Chief Strategy Officer

Authorized Signature 
Russell Day (Nov 17, 2022 10:35 PST)

STATE NOTICE ADDENDUM

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

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

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

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