DATE: July 18, 2023

TO: Mayor and Council Members

FROM: Police Department
       Public Works Department

SUBJECT: Agreement with Leverage Information Systems

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve an agreement with Leverage Information Systems, Inc. (Leverage), in the amount of $290,000 (includes a contingency in the amount of $12,402.75), for goods and services related to the Police Department's camera system. (Water Fund)

BACKGROUND:
Law enforcement agencies across the country regularly use security cameras to aid in their crime prevention efforts. Agencies that use cameras have observed a measurable decrease in criminal activity and calls for service regarding the quality of life issues in and near the installed cameras. Cameras have also been found to be an excellent resource for evidentiary purposes. Many agencies have been able to capture videos of crimes and later extract the recordings to apprehend and prosecute individuals.

For these reasons, the Department has been actively involved in expanding the existing camera infrastructure. Currently, the Department has cameras installed at various critical infrastructures, parks, and major intersections within the City.

DISCUSSION:
In June 2019, the National Cooperative Purchasing Alliance (NCPA) released Request for Proposal No. 18-19, and in August 2019, entered into Contract No. 01-97 with SYNNEX Corporation for advanced technology solutions. In May 2023, SYNNEX entered into a Participating Dealer Agreement authorizing Leverage as a reseller of products through the NCPA contract.

The terms and conditions of this competitively bid agreement allow other agencies to make purchases using the same pricing. The City Council can authorize the use of another government’s agreement to make similar purchases using the same terms, conditions, and pricing of that agreement, pursuant to Inglewood Municipal Code Section 2-198.1(e), Exceptions to Competitive Bidding Requirement, which states the following:
Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:

**Cooperative Purchases.** Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term cooperative governmental purchase program means any combination between the City and any other public agency or public agencies for the joint purchase of goods and/or services.

Through the cooperative agreement, Leverage will provide the goods and services necessary for the Beach Water Treatment Facility and Well Expansion projects. The agreement will terminate on July 31, 2024, unless an extension is approved by the City Council.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
Upon City Council approval, the total amount of this agreement shall not exceed $290,000. A contingency, in the amount of $12,402.75, was added to the amount listed on the price quote of $277,597.25. The contingency has been added in anticipation of additional services that may arise.

Sufficient funds for this expenditure are available in the Fiscal Year 2022-2023 Budget under Account Code No. 110.100.P808.44860.00 (Water Fund – Capital Projects – Water System Site Improvements & Studies – Contract Services-Public Works).

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 – Agreement with Leverage Information Systems
Attachment No. 2 – Price Quote
Attachment No. 3 – NCPA Price List
Attachment No. 4 – NCPA RFP No. 18-19 Documents
Attachment No. 5 – NCPA Contract No. 01-97 with SYNNEX
Attachment No. 6 – Participating Dealer Agreement between SYNNEX and Leverage

**PREPARED BY:**
Anna Chanyat, Police Administrative Analyst

**COUNCIL PRESENTER:**
Cardell Hurt, Acting Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Cardell Hurt, Acting Chief of Police

DEPARTMENT HEAD APPROVAL:  
Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.:

THIS AGREEMENT is made and entered into this _______ day of ____, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as “City”) and Leverage Information Systems, Inc., a Washington corporation authorized to conduct business in the State of California, with its principal place of business located at 18815 139th Avenue NE, Suite B, Woodinville, Washington 98072 (“Contractor”) (collectively referred to as “the Parties”).

WHEREAS, the Inglewood Municipal Code Section 2-198.1 permits the City to purchase services or equipment when a competitively bid agreement is awarded by another governmental entity; and

WHEREAS, the City desires to upgrade the surveillance system at the Beach Water Treatment Facility; and

WHEREAS, the National Cooperative Purchasing Alliance (“NCPA”) issued a competitive solicitation for “Advanced Technology Solutions Aggregator” on behalf of itself and other Government Agencies (RFP # 18-19); and

WHEREAS, on August 1, 2019 the NCPA entered into Contract Number 01-97 with Synnex Corporation in response to RFP # 18-19; and

WHEREAS, on May 16, 2023, Synnex Corporation entered into a Participating Dealer Agreement with Contractor to appoint Contractor as an authorized reseller of products through NCPA Contract Number 01-97; and

WHEREAS, if the City had to go out to formal bid rather than participate in the NCPA competitive bid process, considerably more funds would be required; and

WHEREAS, Contractor has agreed to provide City with the same or better unit pricing as that provided to NCPA; and

WHEREAS, the Scope of Work contemplated by this Agreement is a subset of the Scope of Work that was competitively bid.

NOW THEREFORE, the City and Contractor hereto mutually agree as follows:
ARTICLE 1 -- SCOPE OF CONTRACTOR'S SERVICES

1.1 The parties hereby incorporate by reference the terms and conditions of the NCPA Agreement Contract Number 01-97 (including RFP # 18-19) as Exhibit “A”, which is incorporated herein as set forth in full.

1.2 Contractor shall provide all labor, tools, materials, equipment and supplies necessary for the performance of this agreement. Said services shall be conducted in a professional manner and in accordance with Contractor’s proposals to City: Quote #2307161 (Exhibit “B”); which is attached hereto and incorporated herein by this reference as if set forth in full. In the event of a conflict or ambiguity, the order of precedence shall be:

a. Change orders, contract amendments (whichever is later);

b. This Agreement;

c. Exhibit “B”; and then

d. Exhibit “A”.

1.3 Contractor agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times.

1.4 Licenses/Permits. Contractor shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

1.5 Conflict of Interest. Contractor covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.6 Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.
1.7 Professional Practices. It is mutually agreed that City is relying upon the professional skill of Contractor as a specialist in the work. Contractor shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Contractor’s profession. Acceptance of the Contractor’s work by City does not operate as a release of Contractor’s representations.

ARTICLE 2 -- SCOPE OF CITY’S DUTIES

2.1 City shall provide Contractor with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.

ARTICLE 3 -- COMPENSATION

3.1 Compensation. City’s total payments to Contractor under this Agreement shall not exceed the sum of two hundred ninety thousand dollars ($290,000) as provided below:

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<thead>
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<th>Quote #2307161</th>
<th>$277,597.25</th>
</tr>
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<tbody>
<tr>
<td>Contingency</td>
<td>$12,402.75</td>
</tr>
<tr>
<td>Total</td>
<td>$290,000.00</td>
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</table>

3.2 Invoices. All invoices submitted by Contractor shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of service or supplies provided; (7) Contractor’s employee name providing service, time spent and hourly rate; (8) total billed to date; and (9) total amount remaining on Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.
3.4 Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City.

ARTICLE 4 – TERM & TERMINATION

4.1 Term. This Agreement shall expire on July 31, 2024 unless otherwise terminated or suspended.

4.2 Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3 Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed, in the opinion of the City Manager, up to and including the date of City’s written notice of termination. City shall not be obligated to pay Contractor for any costs incurred or any professional services provided if Contractor violates any material provisions of this Agreement, or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Manager or his designee.

ARTICLE 5 – NOTICES

4.1 Notices. Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, postage prepaid, and deposited in the United States mail to the respective parties as follows:

City:

City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Contractor:

Terry Woodruff, Executive Vice President
Leverage Information Systems, Inc.
18815 139th Ave. NE, Suite B
Woodinville, WA 98072
ARTICLE 6 -- NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Contractor and City is intended or created by this Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of City; it being expressly understood that Contractor is and at all times shall remain a wholly independent contractor. Contractor shall have no authority to bind City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred in writing by an authorized representative of City.

6.2 No Retirement/Health Benefits. Neither Contractor, nor any of Contractor’s officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor agrees to purchase its own worker’s compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractors under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by
City, including but not limited to eligibility to enroll in CalPERS as an employee of City and
entitlement to any contribution to be paid by City for employer contributions and/or employee
contributions for CalPERS benefits.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by
Contractor in the course of providing any services pursuant to this Agreement including but not
limited to original studies, surveys, reports, data, notes, computer files, and all other documents
are and shall remain the sole property of the City and may not be used, reused, or otherwise
disposed of without the permission of the City. Upon completion, expiration, or termination of
this Agreement, Contractor shall give City all such documents, including but not limited to
original studies, surveys, reports, data, notes, computer files, files, and other documents within
ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at
no cost to City.

ARTICLE 8 --

CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Contractor
in performance of this Agreement shall be considered confidential, unless such information is
in the public domain. Contractor shall not release or disclose any such information or work
product to persons or entities other than City without prior written authorization from the City
Manager, except as may be required by law.

8.2 Subpoena Response. Contractor, its officers, employees, agents, or
subcontractors, shall not voluntarily provide declarations, letters of support, and testimony at
depositions, respond to a court order or subpoena, response to interrogatories, or other
information concerning the work performed under this Agreement without City’s prior written
approval.

Contractor shall promptly notify City should Contractor, its officers, employees, agents,
or subcontractors are served with any summons, complaint, subpoena, notice of deposition,
request for documents, interrogatories, request for admissions, or other discovery request,
court order, or subpoena from any party regarding this Agreement and the work performed
thereunder. City retains the right to be present at any deposition, hearing, or similar court-
ordered proceeding. Contractor agrees to cooperate fully with City and to provide City with the
opportunity to review any response to discovery requests served on Contractor and proposed
responses thereto. However, this right to review any response does not imply or mean the right
by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Contractor, or any officer, employee, agent,
or subcontractor of Contractor, provides any information of work product in violation of this
Agreement, then City shall have the right to reimbursement and indemnity from Contractor for
any damages, costs, and fees, including attorney fees, caused by or incurred as a result of
Contractor’s negligence and/or wrongful conduct.

ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to
conduct business in the State of California and have a current A.M. Best rating of not less than
A:VII.

9.1.2 Insurance Verification. Contractor shall furnish the City with original certificates
and amendatory endorsements affecting coverage required by this clause. The endorsements
should be on forms provided by the City or on other than the City’s forms, provided those
endorsements or policies conform to the requirements. All certificates and endorsements are
to be received and approved by the City before work commences. The City reserves the right
to require complete, certified copies of all required insurance policies, including endorsements
affecting the coverage required by these specifications at any time.

9.1.3 Commencement of Services. Contractor, and/or sub-Contractor, shall not
commence services under this Agreement until it has provided evidence satisfactory to the City
Attorney that it has secured all insurance required under this section. Contractor shall procure
and maintain for the duration of the Agreement insurance against claims for injuries to persons
or damages to property that may arise from or in connection with the performance of work
hereunder by the Contractor, his agents, representatives, or employees. The cost of such
insurance shall be borne by the Contractor.

9.2.0 Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain
during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal and advertising injury with limits no less than Two Million
Dollars ($2,000,000.00) per occurrence. If a general aggregate limit applies, either the general
aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the
general aggregate limit shall be twice the required occurrence limit.

9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less than
Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate for
bodily injury and property damage.

9.2.4 Workers’ compensation insurance as required by the State of California, with
Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per
accident for bodily injury or disaster. Contractor agrees to waive, and to obtain endorsements
from its workers’ compensation insurer waiving, subrogation rights under its workers’
compensation insurance policy against the City and to require each of its subcontractors, if any,
to do likewise under their workers’ compensation insurance policies.

9.2.5 Professional errors and omissions ("E&O") liability insurance with policy limits of
not less than Two Million Dollars ($2,000,000.00), per occurrence or claim, and $4,000,000
policy aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the
life of this Agreement and for three years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto
insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: "The City of Inglewood and its elected and appointed
boards, officers, agents, and employees are additional insureds with respect to this subject
project and contract with City."
9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City. City will accept ten (10) days prior written notice for non-payment of premium."

9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is primary and any other insurance maintained by the City of Inglewood shall be excess and not contributing with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

9.5 Hold Harmless: Contractor agrees to hold City harmless from any liability for bodily or personal injury to or death of any person and for injury to or loss of any property resulting from or arising out of the negligent or wrongful acts of Contractor, its officers, employees, agents, or representatives, in performance or failure to perform any services required by this Agreement.

ARTICLE 10 -- MISCELLANEOUS

10.1 Extra Work. Contractor shall not receive compensation for any services provided outside the scope of services listed above unless approved by the City Council, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Contractor shall not charge and City shall not pay any finance charges and/or late fees on any overdue invoices.

10.2 Authority to Sign Agreement. The person executing this Agreement on behalf of the Contractor warrants that: (1) the Contractor is duly organized and existing; (2) he/she is duly authorized to execute this Agreement on behalf of the Contractor; (3) by so executing this Agreement, the Contractor is formally bound to the provisions of this Agreement; and (4) the
entering into this Agreement does not violate any provision of any other Agreement to which
the Contractor is bound.

10.3 Right to Audit. City shall have access to and the right to examine, audit, excerpt
copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City
auditors, at all reasonable times, shall have access to the offices of Contractor and its
subcontractors, and all necessary records, and shall be provided adequate working area for the
City auditors to conduct audits in compliance with this Agreement. Such working area shall
include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy
and facsimile machine. City auditors shall be allowed to interview any employee of Contractor
and its subcontractors throughout the term of this Agreement and for a period of three (3) year
after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be
stored and maintained by Contractor at its main facility. Originals and/or copies of such
documents or records shall be provided, at Contractor’s expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be
maintained pursuant to this section may be lost or discarded due to dissolution or termination
of Contractor’s business, City may, by written request, require that custody of such documents
or records be maintained by the requesting party. Access to such documents and records shall
be granted to City, as well as to its successors-in-interest and authorized representatives.

10.4 Non-Assignability. Contractor shall not assign any interest in this Agreement and
shall not transfer any interest in the same, whether by assignment or novation, without prior
written approval of City.

10.5 Prevailing Wages. Contractor is aware of the requirements of California Labor
Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,
section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage
rates and the performance of other requirements on "public works" and "maintenance"
projects. If the Services are subject to the Prevailing Wage Laws, Contractor agrees to fully
comply with such Prevailing Wage Laws.
10.6 Equal Opportunity Employment. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.9 Interpretation. The parties waive any benefits from the principles of contra proferentum and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

10.12 Severability; Invalidity. In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement
meaningless with regard to a material term in which event the entire Agreement shall be void.

If such condition, covenant, or other provision shall be deemed invalid due to its scope of
breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted
by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed and
governed according to the laws of the State of California. In the event of litigation between the
parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior
Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In
the event of litigation in the United States District Court, venue shall lie exclusively in the
Central District of California, in Los Angeles.
10.14 Entire Agreement. This Agreement is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the City of Inglewood and Contractor, have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

LEVERAGE INFORMATION SYSTEMS, INC.

____________________________
James T. Butts, Jr., Mayor

____________________________
Terry Woodruff, Executive Vice President

ATTEST:

____________________________
Aisha L. Thompson, City Clerk

____________________________
Kenneth R. Campos, City Attorney

APPROVED AS TO FORM
# Certificate of Liability Insurance

**LEVEINF-01**

**DATE (MM/DD/YYYY):** 6/8/2023

**Issued by:**

**PLC Insurance Services**
19401 46th Ave W, Suite 440
Lynnwood, WA 98038

**CONTACT:** Tiffany Brewster
**PHONE:** (425) 275-0557
**FAX:**
**EMAIL:** tiffany@plcservice.com

**INSURER(S) AFFORDING COVERAGE:**

**INSURER A:** Federal Insurance Co
20421

**INSURER B:** ACE American Insurance
22667

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**PRODUCER:** Leverage Information Systems, Inc.
Communication Specialists, Inc.
Federal Network Services, Inc.
PO Box 630
Woodinville, WA 98072

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

**INSURER**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

Re: Project: Beach Water Treatment Facility

The City of Inglewood and its elected and appointed boards, officers, agents, and employees are included as additional insureds with respects to this subject project and contract with City, per attached forms. Primary & Non-Contributory wording and Waiver of Subrogation applies, per attached forms.

**CERTIFICATE HOLDER:**

City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

**CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

Drs.

**ACORD 25 (2016/03)**

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
General Liability

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverage, Investigation, Defense And Settlement, Supplementary Payments, Coverage Territory, Who Is An Insured, Limits Of Insurance, Exclusions, Conditions and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules named as a part of this insurance.

Throughout this contract the words "we", "our" and "us" refer to the Named Insured shown in the Declarations and other persons or organizations qualifying as a Named Insured under this contract. The words "you", "your" and "your" refer to the Company providing this insurance.

In addition to the Named Insured, other persons or organizations may qualify as Insureds. These persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in bold print have special meanings and are defined in the Definitions section of this contract.

Coverage

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the Insured becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an Insured contract;
- for bodily injury or property damage caused by an occurrence within the time limit of this coverage applies.

This coverage applies only to such bodily injury or property damage that occurs during the policy period.

Damages for bodily injury or property damage include damages claimed by a person or organization for care or loss of services resulting at any time from the bodily injury, regardless of the time of the occurrence of the bodily injury.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the Insured becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an Insured contract;
- for advertising injury or personal injury to persons named in this coverage applies.

This coverage applies only to such personal injury liability caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the Insured against a suit, even if such suit is false, fraudulent or groundless.

If such a suit is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the Insured, and
- if applicable, the indemnitees of the Insured, provided the obligation to defend, or the cost of the defense of, such indemnitees has been assumed by such Insured in an Insured contract.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any suit seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any occurrence or offense and settle any claim or suit.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a suit against an Insured we defend:

A. the expenses we incur.

B. the cost of:

1. bail bonds; or
2. bonds required to:
   a. appeal judgment; or
General Liability

Supplementary Payments (continued)

b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to
furnish those bonds.

C. reasonable expenses incurred by the insured as part of our request to assist as in the investigation or
defense of such claims or suits, including actual loss of earnings up to $1,000 a day because of
time off from work.

D. costs taxed against the insured in the suit, except any:
1. attorney fees or litigation expenses;
or
2. other loss, cost of exposure;
in connection with any injunction or other equitable relief.

E. prejudgment interest awarded against the insured on that part of a judgment we pay. If we
make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment
interest based on that period of time after the offer.

F. interest on the full amount of a judgment that accrues after entry of the judgment and before
we have paid, offered to pay or deposited to court the part of the judgment that is within the
applicable Limit Of Insurance.

Supplementary Payments do not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of
Insurance.

Coverage Territory
This insurance applies anywhere, provided the insured's responsibility to pay damages, to which this
insurance applies, is determined in a suit or the results brought to the United States of America
(including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we
agree.

Who Is An Insured

Partnerships Or Joint Ventures
If you are a partnership (including a limited liability partnership) or a joint venture, you are an
insured. Your members, partners and their spouses are insured; but they are insured only
with respect to the conduct of your business.

Limited Liability Companies
If you are a limited liability company, you are an insured. Your members and their spouses are
insured; but they are insured only with respect to the conduct of your business. Your managers
are insured, but they are insured only with respect to their duties as your managers.

Other Organizations
If you are an organization (including a professional corporation) other than a partnership, joint
venture or limited liability company, you are an insured. Your directors and officers are insured,
but they are insured only with respect to their duties as your directors or officers. Your
stockholders and their spouses are insured; but they are insured only with respect to their
liability as your stockholders.

Employees
Your employees are insured; but they are insured only for acts within the scope of their
employment by you or while performing duties related to the conduct of your business.

However, no employee is an insured for:

A. bodily injury, advertising injury or personal injury:
1. to you, to any of your directors, managers, members, officers or partners (whether or not an
   employee) or to any co-employee while such injured person is either in the course of his or her employment or while performing duties related to the
   conduct of your business;
2. to the brother, child, parent, mother or spouse of such injured person as a consequence of
   any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who
   must pay damages because of any injury described in subparagraphs A.1. or A.2.
   above.

With respect to bodily injury only, this limitation does not apply to:
• you or your directors, managers, members, officers or partners as insureds;
or
• your employees, as insureds, with respect to such damages caused by malpractice
   committed or first aid services administered by such an employee or
   • your employees, on property owned, occupied or used by you or by any of your
   directors, managers, members, officers or partners (whether or not an employee) or by any
   of your employees.

This limitation does not apply to property damage to premises while rented to you or
temporarily occupied by you with permission of the owner.
General Liability

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you or are insured; but they are insured only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your employees) or organizations acting as your real estate managers are insured; but they are insured only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to mobile equipment registered in your name under a motor vehicle registration law:

A. Persons driving such equipment on a public road with your permission are insured; and

B. Persons or organizations responsible for the conduct of such persons described in subparagraph A. above are insured, but they are insured only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is insured with respect to:

- bodily injury to any co-employee of the person driving the equipment or
- property damage to any property owned or occupied by you or your family or rented to you, or in your care or under the control of the employer of any person who is insured under this provision.

Vendors

Persons or organizations who are vendors of your products are insured; but they are insured only with respect to their liability for damages for bodily injury or property damage resulting from the distribution or sale of your products in the regular course of their business and only if this insurance applies to the products completed operations hazard.

However, no such person or organization is insured with respect to:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for bodily injury or property damage that such vendor would have in the absence of such contract or agreement.
- negligent or willful acts committed by such vendor.
- physical or chemical change in your products made intentionally by the vendor
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instructions from the manufacturer and then repackaged in the original container.
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of your products; or
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your products; or
- of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired your products, or any container, ingredient or part entering into, accompanying or containing your products, is insured under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are insured; but they are insured only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is insured with respect to:

- damages arising out of their sole negligence; or
- occurrence that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are insured; but they are insured only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is insured with respect to:

- damages arising out of their sole negligence; or
- occurrence that occurs, or offense that is committed, after the premises lease ends.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as insured hereunder:

- a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss of such first named insured, owned, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured, owned, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is insured with respect to:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization;
General Liability

Who Is An Insured

Limitations On Who Is An Insured (continued)

- bodily injury or property damage that occurred;
- advertising injury or personal injury arising out of an offense that constitutes
  in whole or in part, before you, directly or indirectly, applied such means, business or
  organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the ones below fix the most we will pay, regardless of the number of:

- insured;
- claim made or suit brought; or
- persons or organizations making claims or bringing suits.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for bodily injury or property damage, except damages included in the
  products-completed operations hazard; and
- medical expenses.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the
most we will pay for the sum of damages for bodily injury or property damage included in the
products-completed operations hazard.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for advertising injury and personal injury.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for bodily injury or property damage; and
- medical expenses;

arising out of any one occurrence.

Any amount paid for damages or medical expenses will reduce the amount of the applicable
aggregate limits available for any other occurrence.

Limits Of Insurance

Each Occurrence Limit

(continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each
Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available
for any other payment.

Damage To Premises

Related To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Related To You Limit is the
most we will pay for the sum of damages for property damage to any one premises while rented to you
or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the
sum of medical expenses, under Medical Expenses coverage, for bodily injury sustained by any
one person.

Bodily Injury/Property Damage Exclusions

Aircraft, Auto or Watercraft

None of the following exclusions, except "Conduct", "Expected Or Intended Injury" and "Loss In
Program", apply to property damage in premises while rented to you or temporarily occupied by you
with permission of the owner.

This insurance does not apply to bodily injury or property damage arising out of the ownership,
maintenance, use (see includes operation and handling or unloading) or possession of any:

- aircraft;
- auto;
- watercraft;

owned or operated by or leased or rented to any insured.

This exclusion does not apply to:

A. a watercraft while underway or premises owned by or rented to you;
B. a watercraft you do own, provided that it:
   1. is less than fifty-five (55) feet long; and
   2. does not transport persons or cargo for a charge;
C. the parking of an auto on premises owned by or rented to you, provided the auto is not
   owned by or leased or rented to you or the insured;
D. the liability for damages assumed in an uninsured underinsured or uninsured
   collision by or other, of an aircraft or watercraft;
E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of
   uninsured equipment; or
F. an aircraft you do not own, provided that:
   1. the pilot in command holds a current and effective certificate, issued by the duly
      constituted authority of the United States of America or Canada, designating that
      person as a commercial or air transport pilot;
General Liability

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

2. It is rented with a trained, paid crew, not

3. It does not transport persons or cargo for a charge

Alcoholic Beverage Type Businesses

This insurance does not apply to bodily injury or property damage for which any insured may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distilling, selling, serving or dispensing alcoholic beverages.

Contracts

This insurance does not apply to bodily injury or property damage for which the insured is liable or to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such insured would have in the absence of such contract or agreement;
- assumed to an oral or written contract or agreement that is an insured contract, provided the bodily injury or property damage, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated Property

This insurance does not apply to property damage to any premises you will, give away or abandon, if the property damage arises out of any part of these premises.

This exclusion also applies if the premises are your work and were never occupied, rented or held for rental by you.

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to property damage to:

- impaired property; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in your product or your work; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of or damage to other tangible property resulting from sudden and accidental physical injury to your product or your work after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to property damage to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to property damage to any:

- personal property leased or rented to you;
- property held by you or on your behalf for sale or stored to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations or property in your care, control or custody that will be removed, installed or used in connection with operations by you or on your behalf.

This exclusion does not apply to the liability for damage insured in a warehouse agreement.

Damage To Your Product

This insurance does not apply to property damage to your product arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to property damage to your work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

A. This insurance does not apply to bodily injury to an employee of the insured arising out of:

1. employment by the insured; or
2. performing duties related to the conduct of the business of the insured.

B. This insurance does not apply to bodily injury to the brother, child, parent, stepparent, steppbrother, or stepdaughter of such employee as a consequence of any injury described in paragraph A, above.

This exclusion applies:

- whether the insured may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.
General Liability

Bodily Injured/Property Damage Exclusions

Employer's Liability (Continued)

This exclusion does not apply to the liability for damages assumed by the insured in an insured contract.

Expected Or Intended Injury

This insurance does not apply to bodily injury or property damage arising out of an act that:
- is intended by the insured;
- would be expected from the standpoint of a reasonable person in the circumstances of the insured;
- causes bodily injury or property damage, even if the actual bodily injury or property damage is of a different nature or type than intended or expected.

This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or tangible property.

Loss in Progress

This insurance does not apply to bodily injury or property damage that is a change, continuation or resumption of any bodily injury or property damage known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or property damage will be deemed to be known by you if:
- it is written on the face of the policy, either by you or by any other insurer;
- it is written in a written contract or agreement, and the insured is a party to such contract or agreement.

This exclusion does not apply to bodily injury or property damage for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:
- that such insured would have in the absence of such contract or agreement;
- that such insured would have in the absence of such contract or agreement, and the insured is a party to such contract or agreement.

Cline Or Fraud

This insurance does not apply to advertising injury or personal injury arising out of any criminal or fraudulent conduct committed by or with the connivance or knowledge of the insured.

Expected Or Intended Injury

This insurance does not apply to advertising injury or personal injury arising out of an act that:
- is intended by the insured;
- would be expected from the standpoint of a reasonable person in the circumstances of the insured;
- causes injury or damage.

Failure To Conform To Representations Or Warranties

This insurance does not apply to advertising injury or personal injury arising out of the failure of goods, products or services to conform to any claims, written or other representations or warranties of merchantability, fitness for a particular purpose or any other warranty.

Internet Activities

This insurance does not apply to advertising injury or personal injury arising out of:
- controlling, creating, designing or developing of another's Internet site;
General Liability

Advertising Injury/Personal Injury Exclusions

Internet Activities (continued)
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or your direction.

Media Type Businesses
This insurance does not apply to advertising injury or personal injury arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.
This exclusion does not apply to personal injury caused by an offense described in subparagraphs A., B., or C. of the definition of personal injury.

Prior Offenses
This insurance does not apply to advertising injury or personal injury arising out of any offense first committed before the beginning of the policy period.

Publications With Knowledge Of Falsity
This insurance does not apply to advertising injury or personal injury arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:
- with knowledge of its falsity; or
- if a responsible person in the circumstances of such insured would have known such content or material to be false.

Wrong Description Of Prices
This insurance does not apply to advertising injury or personal injury arising out of any wrong description of the price of goods, products or services.

Medical Expense Exclusions

Athletic Activities
This insurance does not apply to medical expenses arising out of bodily injury to any person injured while taking part in an activity.

Injury To Insured
This insurance does not apply to medical expenses arising out of a bodily injury to any insured, except a volunteer worker.

Policy Exclusions

Asbestos
A. This insurance does not apply to bodily injury, property damage, advertising injury or personal injury arising out of the actual, alleged or threatened contamination, patrimonial, toxic or other hazardous properties of asbestos.
B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any insured or other party perform any act or omission, or that any act or omission be stopped, reduced or terminated, or in any way respond to, or affect the effects of asbestos;
2. claim or proceeding by or on behalf of a governmental authority or other for damages because of testing for, monitoring, cleaning up, removing, containing, treating, deterring or neutralizing, or in any way responding to, or assessing the effects of asbestos.

Employment-Related Practices
A. This insurance does not apply to any damages sustained at any time by any person, whether or not employed by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. discrimination, discipline, evaluation or reassignment;
6. harassment, harrassment or segregation.
General Liability

Policy Exclusions

Employment-Related Practices (continued)

7. a. eviction; or
   b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any business at any time.

B. This insurance does not apply to any damage sustained at any time by the brother, child, parent, sister or spouse of such person as an any employment-related act, omission, policy, practice, representation or relationship in connection with any business at any time.

This exclusion applies:
- whether the insured may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

A. enhancement or maintenance of any property; or
B. prevention of any injury or damage to any:
   1. person or organization; or
   2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged bodily injury, property damage, advertising injury or personal injury arising out of, giving rise to or in any way related to any actual or alleged:
- infringement or violation;
- by any person or organization (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply in all or part of any such actual or alleged injury or damage to the absence of any such actual or alleged infringement or violation.

This exclusion applies, unless such injury:
- is caused by an offense described in the definition of advertising injury; and
- does not arise out of, give rise to or in any way relate to any actual or alleged infringement or violation of any intellectual property law or right, other than one described in the definition of advertising injury.

Policy Exclusions: (continued)

Nuclear Energy

A. This insurance does not apply to bodily injury, nuclear property damage, advertising injury or personal injury:
1. with respect to which any insured under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Associates of Canada or any of their successors, or would have had status as an insured under such policy but for its termination upon exhaustion of its limit of insurance;
2. resulting out of the nuclear hazardous properties of nuclear material and with respect to which:
   a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
   b. the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. This insurance does not apply to bodily injury, nuclear property damage, advertising injury or personal injury arising out of the nuclear hazardous properties of nuclear material:
1. if the nuclear material:
   a. is at any nuclear facility owned by, or operated by or on behalf of, any insured;
   b. has been discharged or dispersed elsewhere;
   c. is contained in nuclear spent fuel or nuclear waste at any time transported, handled, mixed, disposed of, processed, treated, possessed or used by or on behalf of any insured;
2. in any way related to the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph A. applies only to nuclear property damage to such nuclear facility and any property therein.

Pollution

A. This insurance does not apply to bodily injury, property damage, advertising injury or personal injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
1. at or from any premises, site or location which he or was at any time owned or occupied by, or leased or rented to, any insured;
2. at or from any premises, site or location which is or was at any time used by or for any insured and others for the handling, storage, disposal, processing or treatment of waste.
General Liability

Policy Exclusions

Pollution (continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
   a. Issuer;
   b. Person or organization for whom any Issuer may be legally responsible;
   c. Owner;
   d. Operator;
   e. Contractor or subcontractor working directly or indirectly on any Issuer's behalf in performing operations, if the:
      a. Pollutants are brought on or to the premises, site or location in connection with such operations by such Issuer, contractor or subcontractor;
      b. Operations are to test for, analyze, clean up, remove, contain, treat, destroy or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph A.A. above does not apply to bodily injury or property damage caused by the escape of fluids, fumes or other operating fluids which are needed to perform the normal firefighting, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such operating fluids escape directly from that particular part of such mobile equipment designed by its manufacturer to hold, store or contain them. But, this exception does not apply if such bodily injury or property damage arises out of any discharge, dispersal, release or escape of pollutants, that:
   a. Was intended by the Issuer;
   b. Would have been expected from the standpoint of a reasonable person in the circumstances of the Issuer;
   c. Was a necessary part of operations performed by any Issuer, contractor or subcontractor;
   d. Occurred during the process of fueling the mobile equipment or charging or refueling any operating fluid.

Subparagraph A.A. above does not apply to bodily injury or property damage if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.I. above does not apply to bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.I. and A.A. above do not apply to bodily injury or property damage caused by heat, smoke or fumes from a building fire.

B. This insurance does not apply to any loss, cost or expense arising out of any:
   1. Request, demand, order or regulatory or statutory requirement that any Issuer or others not for, maintain, clean up, remove, contain, treat, destroy or neutralize, or in any way respond to, or assess the effects of pollutants; or
General Liability

Conditions (continued)

Disclosure And Representations:
We have issued this insurance:
• based upon representations you made to us; and
• in reliance upon your representations.

Unintentional failure of an employee of the Insured to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any Insured or an officer’s designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we and any other insurer are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or such other insurer. To the extent possible, notice should include:
1. how, when and where the occurrence or offense happened;
2. the name and address of any injured person and witnesses; and
3. the nature and location of any injury or damage arising out of the occurrence or offense.

B. If a claim is made or suit is brought against an Insured, you must:
1. immediately record the specifics of the claim or suit and the date received;
2. notify us and other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or suit as soon as practicable.

C. You and any other Insured must:
1. immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or suit;
2. authorize us to obtain records and other information;
3. cooperate with us and other insurers in the:
   a. investigation or settlement of the claim; or
   b. defense against the suit; and
4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of loss to which this insurance may also apply.

D. No Insured will, except as this Insurer’s own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.

E. Notice given by or on behalf of:
1. the Insured;
2. the injured person; or
3. any other claimant;
4. a licensed agent of ours with particular instructions to identify the Insured shall be deemed notice to us.

Conditions (continued)

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

F. Knowledge of an occurrence or offense by an agent or employee of the Insured will not constitute knowledge by the Insured, unless an officer (whether or not an employee) of any Insured or an officer’s designee knows about such occurrence or offense.

G. Failure of an agent or employee of the Insured, other than an officer (whether or not an employee) of any Insured or an officer’s designee, to notify us of an occurrence or offense that such person knows about will not affect the insurance afforded to you.

H. If a claim or loss does not reasonably appear to involve this insurance, but later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the Insured gives us immediate notice as soon as the Insured is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:
• join us as a party or otherwise bring us into a suit seeking damages from an Insured; or
• sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may not sue us to recover on an agreed settlement or on a trial judgment against an Insured obtained after an action:
• trial in a civil proceeding; or
• arbitration or other alternative dispute resolution proceeding;
but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the Insured for loss or damage covered under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
A. that is First, Extended Coverage, Builder’s Risk, Contingent Risk or similar insurance for your work;
B. that is insurance that applies to property damage to premises rented to you or temporarily occupied by you with permission of the owner; and
C. if the loss arises out of aircraft, None or Watercraft (to the extent not subject to the Aircraft, Auto Or Watercraft exclusion).

60-02-2000 04/01
General Liability

Conditions

Other Insurance (continued)

D. that the insured:
1. provided to you by any person or organization working under contract or agreement for you;
2. under which you are included as an insured;
or
E. that is insurance under any property section of this policy.

We will have no duty to defend the insured against any suit if any other insurer has a duty to defend such insured against such suit. If no other insurer defaults, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the amount of the total:

* amount that all other insurance would pay for loss in the absence of this insurance; and
* of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes an equal amount until it has paid its applicable limits of insurance or more of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rates and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned to this insurance to the first named insured, this insurance applies:

* as if each named insured were the only named insured; and
* separately to each insured against whom claim is made or suit is brought.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is consented to in such loss.

To the extent that the insured's rights to recover all or part of any payments made under this insurance have not been waived, those rights remain intact. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.
General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, mail, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, internet domain name or other electronic address or metatag.

Advertising Injury

Advertising injury means injury, other than bodily injury, property damage or personal injury, sustained by a person or organization and caused by an offense of infringing, in that particular part of your advertisement about your goods, products or services, upon them:

- copyrighted advertisement; or
- registered collective mark, registered service mark or other registered trademarked name, design, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including in presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, recoated or reassembled.

Auto

Auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads. It does not include mobile equipment.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

resulting from a person, including resulting death, illness, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a leased worker. Employee does not include an independent contractor.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
General Liability

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, Copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, business name, slogan, style of doing business, symbol, title, trade dress or other intellectual property;
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. Leased worker does not include a temporary worker.

Loading Or Unloading

Loading or Unloading:

A. means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, vessel or watercraft;
2. while it is in or on an aircraft, vessel or watercraft;
3. while it is being moved from an aircraft, vessel or watercraft to the place where it is finally delivered.

B. does not include the movement of property by means of a mechanical device, other than a land vehicle, that is not attached to the aircraft, vessel or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, therapy and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

A. bulldozers, farm machinery, forklifts and other vehicles designed for use primarily off public roads;
B. vehicles maintained for use solely on premises owned by or rented to you;
C. vehicles that travel on snow roads;
D. vehicles, whether self-propelled or not, maintained primarily to provide mobility in permanently attached:
1. power cranes, shovels, loaders, diggers or drills; and
2. road construction or maintenance equipment such as graders, scrapers or rollers;
E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
2. cherry pickers and similar devices used to raise or lower workers;
F. vehicles not described in subparagraphs A., B., C. or D. above that are maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered rental:

1. equipment designed primarily for:
   a. snow removal;
   b. road maintenance, but not construction or reseeding of;
   c. street cleaning;
2. cherry pickers and similar devices mounted on armored vehicles and used to raise or lower workers; and
3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means:

A. a nuclear reactor;
B. equipment or device designed or used for:
1. separating the isotopes of plutonium or uranium;
2. processing or utilizing material of nuclear fuel; or
3. handling, processing or packaging of waste;
C. equipment or device used for the processing, fabricating or storing of nuclear materials, if any time the total amount of such material in the custody of the person where such equipment or device is located consists of or contains more than:
1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
2. two-hundred-fifty (250) grams of uranium 235; or
**Definitions**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

**Nuclear Facility**
- A structure, building, excavation, premise or place prepared or used for the storage or disposal of nuclear waste;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**Nuclear Hazardous Properties**
- Nuclear hazardous properties include radioactive, toxic or explosive properties.

**Nuclear Material**
- Nuclear material means by-product material, source material or special nuclear material.
- By-product material, source material and special nuclear material have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

**Nuclear Property Damage**
- Nuclear property damage includes all forms of radioactive contamination of property.

**Nuclear Reactor**
- Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

**Nuclear Spent Fuel**
- Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

**Nuclear Waste**
- Nuclear waste means any waste material:
  - containing nuclear material, other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
  - resulting from the operations by any person or organization of any nuclear facility described in subparagraphs A. or B. of the definition of nuclear facility.

**Occurrence**
- Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**Officer**
- Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

**Definitions (continued)**

**Personal Injury**
- Personal injury means injury, other than bodily injury, property damage or advertising injury, caused by an offense of:
  - A. false arrest, false detention or other false imprisonment;
  - B. malicious prosecution;
  - C. wrongful entry, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessee or owner;
  - D. electronic, oral, written or other publication of material that:
    1. Maliciously or falsely imputes a personal or occupational (which does not include dispensing of goods, products, property or services); or
    2. Violates a person's right of privacy; or
  - E. Discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

**Pollutants**
- Pollutants mean any solid, liquid, gaseous or thermal pollutant or contaminated, including smoke, vapor, soot, fumes, odors, ash, sludge, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Products-Completed Operations Hazard**
- Products-completed operations hazard includes all bodily injury and property damage arising out of your completed operations or products whether or not such operations were performed in accordance with the design and specifications furnished by you and whether or not you are responsible for such operations.

- A. Products-completed operations hazard includes all bodily injury and property damage arising out of your completed operations or products whether or not such operations were performed in accordance with the design and specifications furnished by you and whether or not you are responsible for such operations.

  - 1. Products that are still in your physical possession;
  - 2. Work that has not yet been completed or abandoned.

- Your work will be deemed completed when:
  - All of the work called for in your contract or agreement has been completed.
  - All of the work is to be performed at the site has been completed, if your contract or agreement calls for work at one site.

- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include bodily injury or property damage arising out of:
  - 1. The transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by you and transport to or from your place of business or work that results from the loading or unloading of the vehicle by any licensed.
General Liability

Definitions

Product-Completed Operations Hazard

(continued)

Property Damage

Property damage means:

• physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or
• loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. Suit includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit without our consent.

Temporary Worker

Temporary worker means a person who is hired by a party to substitute for a permanent employee or trainee or to meet seasonal or short-term workload conditions.

Your Product

Your Product

A. means any:

1. goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
   a. you;
   b. others trading under your name; or
   c. a person or organization whose assets or business you have acquired; and
2. materials (other than finished), materials, parts or equipment furnished in connection with such goods or products.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your product; and
2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property leased or rented to or located for the use of others but not sold.

Definitions (continued)

When used with respect to insurance under this contract, words and phrases that appear in bold print have the special meanings described below:

Your Work

Your work:

A. means any:

1. work or operations performed by:
   a. you or on your behalf; or
   b. a person or organization whose assets or business you have acquired; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your work; and
2. the providing of or failure to provide instructions or warnings.
Liability Insurance

Endorsement

Policy Period       MARCH 22, 2023 TO MARCH 22, 2024
Effective Date      MARCH 22, 2023
Policy Number       3607-56-53 SEA
Insured             LEVERAGE INFORMATION SYSTEMS, INC.
Name of Company     GREAT NORTHER INSURANCE COMPANY
Date Issued         MARCH 22, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit

A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for bodily injury and property damage and for all medical expenses, which can be attributed only to operations at a single location or at a single designated project, is described in paragraphs A.1. through A.4. below.

1. A separate General Aggregate Limit will apply to each location or project, and such limit is equal to the General Aggregate Limit shown in the Declarations.

2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for bodily injury and property damage, except in connection with injury or damage included in the products-completed operations hazard, and for all medical expenses, regardless of the number of:
   a. insureds;
   b. claims made or suits brought; or
   c. persons or organizations making claims or bringing suits.
Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit (continued)

3. Any amount paid for damages or medical expenses will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that location or project. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single location or single project.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.

B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for bodily injury and property damage and for all medical expenses, which cannot be attributed only to operations at a single location or a single project, is described in paragraphs B.1 and B.2 below.

1. Any amount paid for damages or medical expenses will reduce the amount of the General Aggregate Limit available for any other payment; and

2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single location or a single project.

C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of locations or projects.

D. If applicable, any payments we make for bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit regardless of the number of locations or projects, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single location or a single project.

E. If the applicable project has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project. Project will be deemed to include, collectively, all locations and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such project.

F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

As used in this endorsement, the following words and phrases have special meanings described below.

Definitions

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owned by or rented to you) on which you are performing operations.
Liability Insurance

Endorsement

Effective Date       MARCH 22, 2023
Policy Number       36075653

Schedule

Combined Total Aggregate Limit:   $2,000,000

All other terms and conditions remain unchanged.
WAI V OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 3/22/23 DATE at 12:01 A.M. standard time, forms a part of

Policy No. 7183805 of the Federal Insurance Co

issued to As per Schedule below

Endorsement No. ________________________________

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Blanket - As per written contract/agreement
ATTACHMENT NO. 2
### Leverage Information Systems

**Phone:** (425) 482-9200  
**Fax:** (425) 485-9400  
**PO Box 630**  
**Woodinville, WA 98072**

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Prepared for: Jeff LaGreek (310) 412-5641  
City of Inglewood

Prepared by: Margaret Weeks  
Account No.: 1973  
Type: Synnex NCPA - 01-97  
Job: Beach, North, 118th, Arbor Vitae

custom quote - clin.rpt  
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<td>MH-UPG-BU-500-1800</td>
<td>MultiHaul™ BU capacity upgrade from 500 Mbps to 1800 Mbps</td>
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- Non-NCPA Items -

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<td>Sightsensor HD - Thermal-Visible Video Analytic Camera - 320 x 240 Thermal (LWIR) 55° FOV / Visible (1080p HD) 71.5° FOV, Inbound range of 151 ft (46m</td>
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**Quote**

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| Your Price: | $260,687.19 |
| Sales Tax:  | $16,930.06  |
| SubTotal:   | $277,617.25 |
| Total:      | $277,617.25 |

Prices are firm until 4/22/2023  
Terms: Net 30

**Quoted by:** Margaret Weeks, margaretw@leverages.com  
**Date:** 3/23/2023

**Signature:**  

**PO#:**  

**Print Name:**  

**Title:**  

**PH#:**

---

**Disclaimer**

Unless otherwise quoted, Standard delivery charges are 30 days ARD. Expedited freight will be charged prepay and add. Please notify your sales rep should you want to use a freight account.

If applicable, sales tax will be charged when invoiced.

Leverage Information Systems 30 day return policy does not apply to changed, opened, or cancelled orders. In the event the customer chooses to change or cancel an order, restocking fees may apply.

- Leverage is a Small Business Enterprise  
- Pricing is valid for (30) days  
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN#: 91-1607710  
DUNS#: 807596051  
Cage Code: 0K0H7

Internal / Restricted Classification
ATTACHMENT NO. 3
## Quote Information
As of 3/21/23

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<td>TRIPP LITE</td>
<td>3ft Computer Power Cord Cable 5-15P to C13 Heavy Duty 15A 14AWG</td>
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<td>DISPLAYPORT20F</td>
<td>ADD-ON</td>
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<td>$336.00</td>
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<td>6438358</td>
<td>AX-IN-60W-AC-POE-US</td>
<td>SIKLU INC.</td>
<td>PoE Injector 60W E.L. VI 100-240 AC source US AC cable</td>
<td>$111.26</td>
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<td>5553212</td>
<td>27BL650C-B</td>
<td>LG ELECTRONICS USA</td>
<td>27in LG MONITOR, 1920X1080, 16:9 IPS, USB-C</td>
<td>$588.00</td>
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<td>6043206</td>
<td>SBP-156HMW</td>
<td>HANWHA VISION</td>
<td>Hanging mount, Material: Aluminum, Color: White, Compatible with: XNP-9300RW/8300RW/6400RW</td>
<td>$62.40</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

Bill-to
LEVERAGE INFORMATION SYSTEMS, INC.
PO BOX 630
WOODINVILLE, WA 98072

Ship-to
LEVERAGE INFORMATION SYSTEMS, INC.
18815 139TH AVE NE
WOODINVILLE, WA 98072

Terms
NET 30(B)

Quote Description
Contract# Pricing is based off NCPA
Contract #01-97 Exp 7/31/2024

Reseller
FEDERAL NETWORK SERVICES INC
PO BOX 2195
WOODINVILLE, WA 98072
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<td>SBP-156WMW</td>
<td>HANWARA VISION WallPole mount, Material: Aluminum, Color: White, Compatible with: XNP-3930RW/8300RW/6400RW. Stainless Steel Pole straps are not included.</td>
<td>$143.04</td>
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<td>4725803</td>
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<td>HANWARA VISION Installation Back box compatible with (SBP-300WM, SBP-300WM1, SBP-300KM, SBP-300PM), Hanwha</td>
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<td>HANWARA VISION Wall Mount Accessory (white), Compatible with white hanging caps</td>
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<td>6253295</td>
<td>XNP-9250R</td>
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<td>5967757</td>
<td>XNV-9082R</td>
<td>HANWARA VISION Wisenet 7 X-plus series network IR vandal outdoor camera, 4K IR Outdoor Vandal Dome</td>
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<td>4595465</td>
<td>TI-PG5411</td>
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<td>6437826</td>
<td>AX-SRG-10G</td>
<td>SIKLU INC. 9 GbE Ethernet PoE Surge Protector indoor 802.3ab/bz/an</td>
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<td>SIKLU INC. SikuCare ELT support plan 1 year plan</td>
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Recommended Services

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**Pricing Information**

All prices are displayed in USD.

The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement among the parties with respect to the subject matter hereof.

Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

Pricing is not finalized until the date payment for the entire order amount has been received.

**Legal Disclaimers**

We are pleased to provide you with this quote, which is not an order or offer to sell. Until you issue a purchase order and TD SYNDEX Canada ULC ("TD SYNDEX") accepts it, there is no contract for sale.

All prices and descriptions are subject to change without notice.

Unless you have an existing agreement with TD SYNDEX this quote is governed by the commercial terms of sale located at ms/

This summary section and all attachments are incorporated to form the entire quotation and supersede all prior communications between the parties, regardless of form. Further, TD SYNDEX is not responsible for certain TD SYNDEX Vendors require TD SYNDEX to pass-through terms for the Product to resellers and end users. By purchasing the Product from TD SYNDEX, Buyer agrees to these Vendor pass-through for https://www.synnexcorp.com/vendor-pass-through-terms/
Quote Information
As of 3/31/23

Bill-to
LEVERAGE INFORMATION SYSTEMS, INC.
PO BOX 630
WOODINVILLE, WA 98072

Ship-to
LEVERAGE INFORMATION SYSTEMS, INC.
18815 139TH AVE NE
WOODINVILLE, WA 98072

Terms
NET 30(B)

Quote Description
Contract Pricing is based off NCPA Contract #01-97 Exp 7/31/2024

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Pricing Information
All prices are displayed in USD.
The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement among the parties with respect to the subject matter hereof.
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https://www.synnexcorp.com/vendor-pass-through-terms/
Morrison
Continued from Page 1D

In a 1973 review of "Sula," The New York Times criticized Morrison, saying her book was "a little too strong in its writing about white people -- with its unflinching confrontation with what "white" Morrison is far too talented to write a book on the black side of provincial American history," wrote the critic. In the piece, Morrison defends her choice to write about white people in the past that have recently met with white characters, even though "our lives have no meaning and no depth without the white gaze," she says plainly. "I have spent my entire writing life trying to make sure that the white gaze was not the dominant one in any of my books.

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

A 1973 review of "Sula," The New York Times criticized Morrison, saying her book was "a little too strong in its writing about white people -- with its unflinching confrontation with what "white" Morrison is far too talented to write a book on the black side of provincial American history," wrote the critic. In the piece, Morrison defends her choice to write about white people in the past that have recently met with white characters, even though "our lives have no meaning and no depth without the white gaze," she says plainly. "I have spent my entire writing life trying to make sure that the white gaze was not the dominant one in any of my books.


While promoting Ali's book "The Greatest" in 1995, the two got off to a rocky start. "When I first met him and asked him a question, he would answer and then ask me a question and never look directly at me while he was giving the answer. But then I remembered he respects older women," Morrison recalls, saying she realized she should start more like her father. "I just started my career, so I walked in the room and said, 'I'll get up from you, you have something to do.' And he would look up and recognize me and then he said, 'He did everything I said, I think.'

4. Oprah got creative trying to get her phone number.

After reading "Sula," Oprah wanted to call Morrison personally, but the famous author's number was unlisted. In the TV era, the phone number was unlisted. Morrison remembers picking up the phone. "She said, 'Toni, Morrison, this is Oprah Winfrey.' I said, 'How did you get my number?' she laughs. Oprah made her plan to turn "Sula" into a movie, ultimately casting a skeptical Morrison. Oprah said the book's film adaptation of "Sula" was not financially viable, but it wasn't interesting, saying Morrison would not want to do it. "I was very excited," she says. "I want to do it" And I said, 'I want to do it.' I want to tell you something: I am not the only one who is interested. I will do it."
Pressure to win at UCLA little concern to Cronin

Scott Gleenon

Los Angeles — Mick Cronin knows all about the expectations. The UCLA coach is facing the pressure of trying to win a national championship, a goal that he and his players have set. He understands the pressure that comes with being a high-profile basketball coach, but he also knows how to manage it.

"It's a different dynamic," Cronin said. "There's a lot of pressure on me, but I'm also under pressure to win a national championship. It's a difficult balance to strike." 

Cronin believes that the UCLA program is on the rise, and he is confident that his team can achieve its goals. "We have the talent, the coaching, and the resources to be successful," he said. "It's just a matter of putting it all together." 

Despite the pressure, Cronin remains focused on his team and their needs. "I'm not worried about the expectations," he said. "I'm worried about my team and how they can improve." 

New UCLA men's basketball coach Mick Cronin was officially hired on Friday, and he is already making his mark on the program. "I'm excited to be here," Cronin said. "I'm ready to lead this team to success and build a program that will be remembered for years to come." 

Cronin is a proven winner, having spent 15 seasons as the head coach of Cincinnati. During his time with the Bearcats, Cronin led the team to seven NCAA Tournament appearances, including a trip to the Final Four in 2012.

"Mick is a proven winner," said UCLA athletic director Martin Jarmond. "He has a proven track record of success, and we're confident that he will bring that same level of success to the Bruins." 

Cronin's hiring is significant for UCLA, which has struggled to find success under previous coaches. The Bruins have missed the NCAA Tournament in four of the past five seasons, and they have not won a conference championship since 2008.

"This is a big day for UCLA basketball," said UCLA men's basketball associate head coach Bill Self. "We're excited to welcome Mick to the team and look forward to seeing what he can do with our program." 

Cronin's hiring is also significant for the Pac-12, which has been struggling to compete with other conferences in recent years. "Mick's addition to the Pac-12 will be great for our conference," said Pac-12 commissioner Larry Scott. "He's a proven winner, and we're confident that he will bring a new level of success to the Bruins." 

Cronin's hiring is also significant for the state of California, which has a rich basketball history. "This is a big day for basketball in California," said California basketball hall of fame coach Tom Donnellon. "We're excited to see what Mick can do with UCLA and look forward to seeing him succeed." 

Despite the excitement, Cronin remains humble about his new role. "I'm just excited to be here," he said. "I'm ready to work hard and bring success to UCLA basketball." 

Meanwhile, the UCLA men's basketball program is already making moves to prepare for the immediate season. The Bruins have already added multiple transfers and are looking to further strengthen their roster with additional recruitment efforts.

"We're excited to see what we can do this year," said Cronin. "We're confident that we have the talent and the resources to be successful." 

Cronin's hiring is significant for UCLA, the Pac-12, and the state of California, and it is a testament to the program's commitment to success. We wish Cronin and the UCLA men's basketball team the best of luck as they prepare for the upcoming season.
Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11\textsuperscript{th}, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23\textsuperscript{rd}, 2019 2:00 pm CST

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

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

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

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

\textbf{Region 14 Education Service Center}  
\textbf{1850 Highway 351}  
\textbf{Abilene, Texas 79601}

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

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pen or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
Advanced Technology Solutions Aggregator
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 18-19

NCPA
National Cooperative Purchasing Alliance
Introduction / Scope

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

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
Instructions to Respondents

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

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

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

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

From:
Company:
Address:
City, State, Zip:
Solicitation Name and Number:
Due Date and Time:
Customer Support
➢ The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

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

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

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

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

Tax Exempt Status
➢ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
Payments
- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

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

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

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

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

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

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

Certificates of Insurance

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

Legal Obligations

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

Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

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

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

♦ Prevailing Wage

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

♦ Miscellaneous

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

♦ Open Records Policy

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

➢ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

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

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

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

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

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

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

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

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

✦ Formation of Contract

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

✦ NCPA Administrative Agreement

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

✦ Clarifications / Discussions

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

✦ Multiple Awards

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

✦ Past Performance

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

♦ Pricing (40 points)
  ➢ Electronic Price Lists
    ▪ Products, Services, Warranties, etc. price list
    ▪ Prices listed will be used to establish both the extent of a vendor’s product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

♦ Ability to Provide and Perform the Required Services for the Contract (25 points)
  ➢ Product Delivery within participating entities specified parameters
  ➢ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  ➢ Vendor’s ability to perform towards above requirements and desired specifications.
  ➢ Past Cooperative Program Performance
  ➢ Quantity of line items available that are commonly purchased by the entity.
  ➢ Quality of line items available compared to normal participating entity standards.

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

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

♦ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and Training
  ➢ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  ➢ Customer Service
Signature Form

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

Prices are guaranteed: **120 days**

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<thead>
<tr>
<th>Company name</th>
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<tr>
<td>Address</td>
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<td>City/State/Zip</td>
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<tr>
<td>Telephone No.</td>
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<tr>
<td>Fax No.</td>
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<tr>
<td>Email address</td>
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<tr>
<td>Printed name</td>
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<tr>
<td>Position with company</td>
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<tr>
<td>Authorized signature</td>
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</table>
Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of __________________, by and between National Cooperative Purchasing Alliance ("NCPA") and ____________________ ("Vendor").

Recitals

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

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

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

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

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

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

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

* General Terms and Conditions

➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
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<tbody>
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</table>

  - 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.

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - $30,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$30,000,001 - $50,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$50,000,001+</td>
<td>1%</td>
</tr>
</tbody>
</table>
Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCFA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCFA 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 NCFA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCFA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCFA's costs and expenses for such audit.

General Provisions

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

<table>
<thead>
<tr>
<th>National Cooperative Purchasing Alliance:</th>
<th>Vendor:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
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<td>Title:</td>
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<td>Signature:</td>
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<td>Date:</td>
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Tab 3 – Vendor Questionnaire

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

 STATES COVERED

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

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

<table>
<thead>
<tr>
<th>Alabama</th>
<th>Maryland</th>
<th>South Carolina</th>
</tr>
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<tbody>
<tr>
<td>Alaska</td>
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<td>Kentucky</td>
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<td>Louisiana</td>
<td>Pennsylvania</td>
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<tr>
<td>Maine</td>
<td>Rhode Island</td>
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</tr>
</tbody>
</table>
☐ All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Samoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

♦ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

- Minority / Women Business Enterprise
  - Respondent Certifies that this firm is a M/WBE ☐
- Historically Underutilized Business
  - Respondent Certifies that this firm is a HUB ☐

♦ Residency

➢ Responding Company's principal place of business is in the city of __________________________
   State of ________

♦ Felony Conviction Notice

➢ Please Check Applicable Box;

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

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

♦ Distribution Channel

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

  ☐ Manufacturer Direct ☐ Certified education/government reseller
  ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
  ☐ Value-added reseller ☐ Other: ____________________________

♦ Processing Information

➢ Provide company contact information for the following:

  - Sales Reports / Accounts Payable

    Contact Person: ____________________________
    Title: ____________________________
    Company: ____________________________
    Address: ____________________________
    City: ____________________________ State: __________________ Zip: ________
    Phone: ____________________________ Email: ____________________________
- **Purchase Orders**
  
  Contact Person: 
  Title: 
  Company: 
  Address: 
  City: State: Zip: 
  Phone: Email: 

- **Sales and Marketing**
  
  Contact Person: 
  Title: 
  Company: 
  Address: 
  City: State: Zip: 
  Phone: Email: 

- **Pricing Information**
  
  ➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

  ➤ If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

  □ Yes □ No 

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

  □ Yes □ No 

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

  □ Yes □ No 

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

<table>
<thead>
<tr>
<th>Cooperative/State Agency</th>
<th>Discount Offered</th>
<th>Expires</th>
<th>Annual Sales Volume</th>
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</table>
Tab 4 – Vendor Profile

Please provide the following information about your company:

♦ Company’s official registered name.

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

♦ Company’s Dun & Bradstreet (D&B) number.

♦ Company’s organizational chart of those individuals that would be involved in the contract.

♦ Corporate office location.
  ➢ List the number of sales and services offices for states being bid in solicitation.
  ➢ List the names of key contacts at each with title, address, phone and e-mail address.

♦ Define your standard terms of payment.

♦ Who is your competition in the marketplace?

♦ Provide Annual Sales for last 3 years broken out into the following categories:
  ➢ Cities / Counties
  ➢ K-12
  ➢ Higher Education
  ➢ Other government agencies or nonprofit organizations

♦ What differentiates your company from competitors?

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

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

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

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

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

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. Respondent must provide manufacturer authorized aggregation/distribution services for products to both small and large resellers.
- Respondent shall provide a contract solution that offers multiple IT hardware and software manufacturer’s products and solutions in one or more of the following categories:
  - Data Center
  - Data Storage
  - Cyber Security
  - Cloud Services
  - Networking
  - Telecommunication
  - Mobility
  - IOT
  - Laptops / Notebooks / PDA’s
  - Desktop Computers
  - Servers
  - Software
  - Accessories
  - Battery Back-up / Power / Surge
  - Cables
  - Data Storage / Drives
  - Digital Imaging – Cameras / Scanner
  - Keyboard / Mice / Input Devices
  - Memory / System Components
  - Office Equipment
  - Printers
  - Sound / Multimedia
  - Telecommunications Products
  - Video – Monitors / Cards / Projector
  - Interactive Whiteboards
  - DVD / Books / Music / Video
  - Services
    - Installs
    - Asset Management
    - Managed Services
    - Telecommunications
    - Product Configurations
    - Product Support
    - Warranty
    - Insurance

- Manufacturer’s Authorized Distributor letters should accompany each manufacturers products submitted on the proposal.
Tab 6 – References

♦ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

♦ All references should include the following information from the entity:
  ➢ Entity Name
  ➢ Contact Name and Title
  ➢ City and State
  ➢ Phone
  ➢ Years Serviced
  ➢ Description of Services
  ➢ Annual Volume
Tab 7 – Pricing

♦ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.

♦ Price lists must contain the following:
  ➢ Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  ➢ Description
  ➢ Vendor’s List Price
  ➢ Percent Discount to NCPA participating entities

♦ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

♦ Not To Exceed Pricing
  ➢ NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
  ➢ The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  ➢ NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.
Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
Tab 9 – Required Documents

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

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

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

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date
Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Date
Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:

   a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act”, 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective
employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

**DISADVANTAGED BUSINESS PARTICIPATION**

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

1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

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

**FEDERAL CHANGES**

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html
ATTACHMENT NO. 5
Thursday, August 1st, 2019

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

Dear Daniel:

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

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

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

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

Sincerely,

Shane Fields
Region XIV, Executive Director
Wednesday, September 1st, 2021

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

Re: Annual Renewal of NCPA contract #01-97

Dear David:

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

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

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

Sincerely,

Shane Fields
Region XIV, Executive Director
Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

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

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

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

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

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

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

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

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
Advanced Technology Solutions Aggregator
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 18-19

NCPA
National Cooperative Purchasing Alliance
Introduction / Scope

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

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
Instructions to Respondents

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

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

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

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

From:
Company:
Address:
City, State, Zip:
Solicitation Name and Number:
Due Date and Time:
Tab 1 – Master Agreement
General Terms and Conditions

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

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

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

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

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

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

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

Adding authorized distributors/dealers

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

Pricing

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

Warranty

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

Indemnity

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

Franchise Tax

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

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

Certificates of Insurance

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

Legal Obligations

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

Protest

➢ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

   ▪ Name, address and telephone number of protester
   ▪ Original signature of protester or its representative
   ▪ Identification of the solicitation by RFP number
   ▪ Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

➢ Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

➢ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

♦ Prevailing Wage

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

♦ Miscellaneous

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

♦ Open Records Policy

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

➢ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Process

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

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

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

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

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

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

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

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

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

Formation of Contract

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

NCPA Administrative Agreement

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

Clarifications / Discussions

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

Multiple Awards

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

Past Performance

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

♦ Pricing (40 points)
  ➢ Electronic Price Lists
    ➢ Products, Services, Warranties, etc. price list
    ➢ Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

♦ Ability to Provide and Perform the Required Services for the Contract (25 points)
  ➢ Product Delivery within participating entities specified parameters
  ➢ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  ➢ Vendor's ability to perform towards above requirements and desired specifications.
  ➢ Past Cooperative Program Performance
  ➢ Quantity of line items available that are commonly purchased by the entity.
  ➢ Quality of line items available compared to normal participating entity standards.

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

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

♦ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and Training
  ➢ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  ➢ Customer Service
Signature Form

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

Prices are guaranteed: **120 days**

<table>
<thead>
<tr>
<th>Company name</th>
<th>SYNNEX Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>39 Pelham Ridge Drive</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Greenville, SC 29615</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>864-349-4801</td>
</tr>
<tr>
<td>Fax No.</td>
<td>510-360-6613</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:danielbr@synnex.com">danielbr@synnex.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>Daniel T. Brennan</td>
</tr>
<tr>
<td>Position with company</td>
<td>Vice President &amp; Senior Counsel</td>
</tr>
<tr>
<td>Authorized signature</td>
<td>[Signature]</td>
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</table>
Tab 2 – NCPA Administration Agreement

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

Recitals

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

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

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

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

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

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

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

♦ General Terms and Conditions

➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

➤ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

♦ Term of Agreement

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

♦ Fees and Reporting

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
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➤ 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.

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
</tr>
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<tbody>
<tr>
<td>0 - $30,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$30,000,001 - $50,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$50,000,001+</td>
<td>1%</td>
</tr>
</tbody>
</table>
Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

General Provisions

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.

Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder.

All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:
Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 701273
Signature: 
Date: August 1, 2019

Vendor: SYNDEX Corporation
Name: Daniel Brennan
Title: Vice President & Senior Counsel
Address: 
Signature: 
Date: August 09, 2019

E-SIGNED by Daniel Brennan on 2019-08-09 08:32:24 EST
Tab 3 – Vendor Questionnaire

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

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

  **☑ 50 States & District of Columbia** [Selecting this box is equal to checking all boxes below]

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<th>☐ Alabama</th>
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<th>☐ South Carolina</th>
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All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Mariana Islands
- Puerto Rico
- U.S. Virgin Islands

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

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

Residency

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

Felony Conviction Notice

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

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

Distribution Channel

- Which best describes your company's position in the distribution channel:
  - [ ] Manufacturer Direct
  - [X] Authorized Distributor
  - [ ] Value-added reseller
  - [ ] Other: ____________________________

Processing Information

- Provide company contact information for the following:
  - Sales Reports / Accounts Payable

  Contact Person: Jennifer McEachern
  Title: Contracts Management Supervisor
  Company: SYNNEX Corporation
  Address: 39 Pelham Ridge Drive
  City: Greenville State: SC Zip: 29615
  Phone: 864-349-4079 Email: jennifermce@synnex.com
- **Purchase Orders**
  
  **Contact Person:** Cory Fortune  
  **Title:** SLED Contracts Business Development Manager  
  **Company:** SYNNEC Corporation  
  **Address:** 39 Pelham Ridge Drive  
  **City:** Greenville  
  **State:** SC  
  **Zip:** 29615  
  **Phone:** 864-349-4560  
  **Email:** coryf@synnex.com

- **Sales and Marketing**
  
  **Contact Person:** Cory Fortune  
  **Title:** SLED Contracts Business Development Manager  
  **Company:** SYNNEC Corporation  
  **Address:** 39 Pelham Ridge Drive  
  **City:** Greenville  
  **State:** SC  
  **Zip:** 29615  
  **Phone:** 864-349-4560  
  **Email:** coryf@synnex.com

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

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

  ➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.
  
  ☒ Yes  ☐ No
Tab 4 – Vendor Profile

Company’s Official Registered Name: SYNNEX Corporation

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

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

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

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

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

Contract Assembly Services. SYNNEX offers contract assembly services to original equipment manufacturers (OEMs). Offerings range from original design and printed circuit board assembly
capabilities to fully-integrated supply chain management, build-to-order (BTO) and configure-to-order (CTO), final assembly, materials management, production value-add and logistics services.

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

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

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

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

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

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

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

Our Operations

SYNNEX operates distribution facilities in the United States, Japan, England, Canada, Latin America and Mexico. Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. Our distribution facilities are geographically located near reseller customers and their end-users. This
decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

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

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

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

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

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

Sales Teams

SYNNEX Sales Team is available Mon. through Fri. 8 AM to 7 PM EST. Additional coverage time needs can be discussed on an individual basis.

Support day-to-day activity, including but not limited to:
- Pricing and availability
- Configuration and technical support
- HP White board and Watson support
- Order entry and expediting shipments

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

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

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

Customer Service: 1-800-756-1888 or cs help@SYNNEX.com
Technical Support
SYNNEX does many things outside of pick, pack and ship. We are a business outsourcing company and as such we provide technical support around the world. We utilize that same expertise in our Distribution business and offer free Pre and Post Tech Support for general technical questions all the way up to complex configurations. We offer 2 hour turnaround times on basic configurations. On more complex configurations we offer a 4 our turnaround.

Global Presence

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

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

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

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

Warehouse Locations:
Atlanta, Georgia
Chantilly, Virginia
Chicago, Illinois
Richardson, Texas
Kechsey, New Jersey
Grove City, Ohio
Miami, Florida
Olive Branch, Mississippi
Portland, Oregon
Ontario, California
Las Vegas, Nevada
Years in Business/Reputation/References

Quick Facts

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

Reputation

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

Excellent Public Sector Past Performance and Program Management

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

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

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

References

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

Reseller and Business Enablement Services

SYNNEX provides numerous reseller and business enablement services, including:
Document Solutions specializes in the conversion of paper documents to digital, from distributed scanning systems, document management applications, and image capturing software, to storage and retrieval, disaster recovery, and versioning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Strategic Procurement recruits and manages specialty vendors required to complete a reseller’s solution, while simultaneously allowing the vendor access to SYNNEX’s broader customer base.
Supply Chain Solutions is a TOTAL supply chain solution that reduces logistics costs and inventory cycles and improves service levels.

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

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

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

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

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

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

Dun & Bradstreet Number: 11-237-5758

Company’s Organizational Chart of our Team:

- Contract Administration: Ed Somers, eds@synnex.com, 864-349-4374
- Pricing/Reporting: Jennifer McEachern, jennifermc@synnex.com, 864-349-4079
- Sales: Cory Fortune, coryf@synnex.com, 864-349-4560
  - Jaime Grimm, jaimeg@synnex.com, 864-349-7589
- Business Development: Randy Finley, randyf@synnex.com, 864-349-4390
- E-Rate/Grants: Tim Evatt, time@synnex.com, 864-349-4405
- Education Team Leader: Brent Odom, brento@synnex.com, 864-349-4039
- Public Safety Team Leader: Mike Gambrell, mikeg@synnex.com, 864-349-4881

Corporate Office Locations

- Corporate Office: Fremont, CA
- East Coast Sales Office: Greenville, SC
- Midwest Sales Office: Dallas, TX
- Distribution Centers: Fremont, CA; Las Vegas, NV; Atlanta, GA; Dallas, TX; Chicago, IL; Olive Branch (Memphis), MS; Chantilly, VA; Los Angeles, CA; Carson, CA, Miami, FL; Keasby, NJ
- Integration Facility: Olive Branch, MS
Key Contacts:
- Contract Administration: Ed Somers, eds@synnex.com, 864-349-4374
- Pricing/Reporting: Jennifer McEachern, jennifermce@synnex.com, 864-349-4079
- Sales: Cory Fortune, coryf@synnex.com, 864-349-4560
  Jaime Grimm, jaimeg@synnex.com, 864-349-7589
- Business Development: Randy Finley, randyfi@synnex.com, 864-349-4390
- E-Rate/Grants: Tim Evatt, time@synnex.com, 864-349-4405
- Education Team Leader: Brent Odom, brento@synnex.com, 864-349-4039
- Public Safety Team Leader: Mike Gambrell, mikeg@synnex.com, 864-349-4881

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

Who is our Competition in the Marketplace?
Ingram Micro; Tech Data; Arrow; Avnet

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

Describe How your Company will Market this Contract if Awarded.
SYNNEX has a significant amount of experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include a number of facets addressing both resellers and endusers. Although we don't sell direct to endusers, we do have a team that provides enduser demand generation through call out campaigns; print/mailers; e-mail; website contract landing page and an electronic storefront offering. For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most responsive/responsible resellers selling into State and Local Government, K-12 and higher education nationwide. To date, we have identified 50 resellers and will use this list to identify those resellers we want to authorize on the contract. Likewise we will do this nationwide and include higher education institutions and state/local government sales as well. In this way we can ensure we have the
correct "feet on the street" in all areas covered by NCPA. With this select group of resellers, we will implement regular trainings to ensure they understand the NCPA contract and the target audience. Ongoing efforts will be to establish a regular sales meeting cadence in which we review sales efforts, pending opportunities and any issues. Manufacturers and their local sales teams will likewise be engaged to assist in the identification of opportunities and special pricing. We will provide support for table top shows, collateral and web landing pages for our participating resellers. Ultimately, we see our role as an IT distributor to provide all of the tools a reseller will need to increase their sales on this contract and to help develop the partnership with the vendor and their field sales teams. SYNNEX will also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

Marketing this contract will include a number of simultaneous activities:

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

Describe How you Intend to Introduce NCPA to your Company

**Contract Management Summary**

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

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

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

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

**Ongoing management**

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

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

*Describe your Firm’s Capabilities and Functionality of Your On-Line Catalog/Ordering Website*
See attached pdf document

*Describe your Company’s Customer Service Department*

**SYNNEX Customer Service and Return Policy**

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

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

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

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

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

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

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

Green Initiative

Environmental Services

Recycle, Disposal, and Asset Buy-Back Overview

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

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

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

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

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

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

Green Solutions

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

One of our most successful services is the SYNNEX Utility Incentive Program for resellers. This nationwide program is a list of identified electric utilities offering incentives to companies for IT
projects that save money. SYNNEX handles the calculations, applications, and other elements for utilities to approve a project for incentives.

What is the value of Green IT?

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

What are some of the features of SYNNEX Green solutions?

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

Web Services/XML
Increase your business capabilities by integrating easily into ours.
Gain real-time leverage through the SYNEX ERP system to grow your business faster and more efficiently.

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

Grow Your Sales using ECExpress
Your one-stop eCommerce site with us.
View license and warranty sell opportunities, set inventory and pricing alerts through Xpresstrak, and subscribe to customized RDS reports for vendor specific data.

Personalized Online Storefront
We host your specialized store for you.
Get simple, seamless eCommerce with SYNEX. Provide your customer access to all manufacturers and categories available from SYNEX at a competitive price.

Electronic Services (EDI/FTP)
The best pricing, availability, and product specifications.
Use B2B_ecommerce (EDI/FTP) to connect directly to your ERP system.
Use our wide array of services to receive the most accurate and up-to-date product information.

Make your business leaner and faster
Email us at: eSolutions@synnex.com
Now your customers can buy online directly from you.

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

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

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

Highlights

Offer your customers every SYNNEX product, or pick your categories
You control what you want to sell. Choose from our manufacturer listing and narrow your product offering by selecting product categories or even individual skus if you wish.
You have access to more than 100,000 skus.

Set pricing for some or all of your customers.
You control your own pricing. Set a certain percentage, or set specific pricing: your choice.
Do you want to charge select customers different pricing? eStorefrontmall.com allows you to do just that.

eStorefrontmall.com can mirror your brand
Order Management Controls are Built-In
You can embed your company logo and set certain colors and styles to match your own company brand.

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

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

Show product images, specifications and accessories/add-ons

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

Real-time pricing and availability

SYNNEX's own inventory numbers display.

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

Promote products by offering online coupons

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

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

Secure online ordering gives customer peace of mind

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

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

Customers can track their own orders

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

XpressTrack allows your customers to know where their orders are without having to contact you directly.

Business reports give you insight about who's buying what

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

Features

Setup and Maintenance

http://www.synnex.com/eStorefront/index.html
Item

Developed and hosted by SYNNEX (no servers, bandwidth to worry about)
Based on SYNNEX's ECExpress online ordering system, a full-integrated, integrated eCommerce platform that continues to evolve
Create your own niche catalog, or offer all SYNNEX skus (approx. 100,000)
Includes Search and Add to Shopping Cart functionality
Secure checkout (VeriSign and PCI compliance)
Ability to accept coupon codes and special bid numbers
Select product assortment based on manufacturer, manufacturer category, product category or individual skus
Set your pricing, down to the sku level
Rich product information, including product images, technical specifications and accessories/add-ons, updated daily
'Green' product search included
Default shipping method and optional shipping methods (as upgrades)
Add your company's sales, technical support and customer service contact information
Realtime inventory display from all SYNNEX warehouses?
Option to require customer to login, or leave open to anyone
SYNNEX Helpdesk assistance by phone/email

Order Processing and Billing

<table>
<thead>
<tr>
<th>Item</th>
<th>Enduser-billed version</th>
<th>Reseller-billed version</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order is routed to SYNNEX for processing and shipment</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Customer enters their Credit Card, Shipping Address etc.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Order is routed to reseller for review/approval before routing to SYNNEX</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Order ships from SYNNEX warehouse with reseller address/contact info on packing</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Pricing

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

Here are the benefits you get with eStorefrontmall.com:

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

2) Security for your customers and for you.
eStorefrontmall.com offers the following security features:
• Payment Card Industry (PCI) Security for enhanced payment card data security.
• VeriSign – our sites are VeriSign secured
• Sensitive information is transmitted by Hypertext Transfer Protocol Secure (HTTPS), providing encryption and secure identification.

3) Up-to-Date Product Information, Technical Specifications, descriptions and Product Images
Maintaining a catalog of product in an online store can be difficult, as new products are introduced and older products expire.

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

With eStorefrontmall.com, you don’t have to worry about building your own eCommerce store or maintaining complex software. The same platform you use to order from SYNNEX is what you can offer your customers.
You can concentrate your efforts on giving your customers the attention they need, and they can place orders whenever they want, at any daytime they want.
SYNNEX is a broad-line computer products distributor with over 1,000 OEMs on our corporate line card. We have 11 distribution centers nationwide with the ability to deliver product within 1-2 days. We also have a full service integration facility located outside of Memphis, TN that can provide a full range of integration services. Our authorized OEM list is attached. Products will include mobility, networking, security, storage, software, IoT and cloud. We are also including our full range of services.

We sell to over 25,000 Value-Added Resellers (VARs) and solution providers nationwide with over 7,000 active resellers on a monthly basis in the Public Sector market. We intend to offer an ecosystem of resellers to help support this contract and providing onsite sales and technical support and customer service. We will be able to offer complete coverage nationwide in support of the NCPA contract.
SYNNEX CORPORATE
2019 LINE CARD

Corporate Headquarters
Fremont, California

Sales Headquarters
Greenville, South Carolina

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

*ISO-9001-2000 Manufacturing Facilities

ADVANCING IT INNOVATIONS

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

SERVICES

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

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

INFRASTRUCTURE

Components East
800.444.7279

Components West
800.456.4998

Government Sales
800.456.4922 Ext. 4007

Security Sales
800.444.7389

Leasing
800.451.5744

POS Solutions
800.743.6927

Customer Service
800.756.1888

OEM West
800.756.7698

CTI Products (Sales)
800.444.7350

Regional Office
800.756.5874

SMB Sales Group
855.899.3050

Supplies & Accessories
858.223.1164

Software
866.226.7632

License Online West
800.414.6596

License Online East/
800.432.6980

Auto ID / POS Sales
800.950.5974

ICG Security &
Wireless LANI
800.836.0751

Contact Us:
1.800.456.4822
www.synnex.com
<table>
<thead>
<tr>
<th>Company Name</th>
<th>2019 LINE CARD (CONT.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jajo</td>
<td>J.N. Systems Technology</td>
</tr>
<tr>
<td>Jadoo</td>
<td>Javotech</td>
</tr>
<tr>
<td>Jansoft</td>
<td>Jabil Technology</td>
</tr>
<tr>
<td>JK Corporation</td>
<td>Jenny Technologies</td>
</tr>
<tr>
<td>JNL</td>
<td>JK Research</td>
</tr>
<tr>
<td>JLP</td>
<td>JL International</td>
</tr>
<tr>
<td>JNUs</td>
<td>Juniper Networks</td>
</tr>
<tr>
<td>JVC</td>
<td>Jynx Technology</td>
</tr>
<tr>
<td>Kaminario</td>
<td>Kanex</td>
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<tr>
<td>Kamek</td>
<td>Kaneka</td>
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<tr>
<td>Kansai</td>
<td>Kanon</td>
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<td>Kavvy</td>
<td>Kanoya</td>
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<tr>
<td>KB</td>
<td>Kurahara</td>
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<tr>
<td>KBS</td>
<td>Kurita</td>
</tr>
<tr>
<td>Ke-ix</td>
<td>Kurita International</td>
</tr>
<tr>
<td>Keypoint</td>
<td>Keyshare International</td>
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<tr>
<td>Keytronic</td>
<td>Kinetix</td>
</tr>
<tr>
<td>Kingstar</td>
<td>Kingston Digital Inc</td>
</tr>
<tr>
<td>Kinokuniya</td>
<td>Kraft Distribution Systems</td>
</tr>
<tr>
<td>Kins Company</td>
<td>Kynco</td>
</tr>
<tr>
<td>Klosa</td>
<td>Kysan Telecom</td>
</tr>
<tr>
<td>Koin</td>
<td>KMS Corporate</td>
</tr>
<tr>
<td>Korn</td>
<td>Knowledge Management Association</td>
</tr>
<tr>
<td>Kosai</td>
<td>Kronos Group</td>
</tr>
<tr>
<td>Kuri</td>
<td>Kodenya Corporation</td>
</tr>
<tr>
<td>KUB</td>
<td>KDDI Corporation</td>
</tr>
<tr>
<td>KÜG</td>
<td>KÜIG Networks</td>
</tr>
<tr>
<td>Køge</td>
<td>Kompresionas</td>
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<td>Kurel</td>
<td>Kosmetas Corporation</td>
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<tr>
<td>Kustrom</td>
<td>Koyama</td>
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<tr>
<td>Kyma</td>
<td>KSI Data Sciences</td>
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<td>Kynco</td>
<td>KSI Envy</td>
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<td>Kyocera</td>
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<td>LaCie</td>
<td>Lanzador Plastics</td>
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<td>LandAirSea</td>
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<td>Lanair</td>
<td>Lapp Cable Systems</td>
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<tr>
<td>Laptops</td>
<td>Lasermax Shield</td>
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<td>Launchpad</td>
<td>Lawson Systems</td>
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<tr>
<td>LD Smart</td>
<td>LCA</td>
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<tr>
<td>Leasiz</td>
<td>Legrande</td>
</tr>
<tr>
<td>Lexar</td>
<td>Lexicon Geosystems</td>
</tr>
<tr>
<td>Lenvo</td>
<td>Legge</td>
</tr>
<tr>
<td>Lifetec</td>
<td>Lefkoev's</td>
</tr>
</tbody>
</table>
2019 LINE CARD (CONT.)

- Tandata
- Tangent Computers
-Tamlyn
- Targus
- TCL Wave
- TDK
- TAIC
- TeamViewer
- Teambrand
- TEC Lighting, INC
- Tech Global
- Tech Products 360
- TechGuard Security
- Technologies LTD.
- Teqtile
- TELNET International
- Telex
- Telephonetics
- Telco
- TelNext
- Tely Labs
- Tempalux Lighting
- Temporinse
- Tenenergy
- Tenaciti
- TeleMedica
- Tera
- Telehelp
- The Joy Factory
- Thecus
- Thermal Tuck
- They.gov
- ThreatTrek.
- Threadbreak
- Tiger-Vac
- Titan Radio
- Timania
- Totalimaging
- Trojair
- Top Polish
- Totem
- Toshiba Security
- Toshiba-Tec
- Total Coining Solutions
- Total Micro
- Tobico Motor
- Touch Systems
- TP Link
- TPNost.
- TPG
- TPV-VD
- Tracewell Systems
- Track Scan
- Transced Information
- Transition
- TurnCode Security
- TRIBE.NET
- Trenton Systems
- TRG Group ( Wenger/SwissGear)
- Tech Room
- TR-Color
- Trident Systems
- Tri-Pod
- Triggle
- Tritos
- Try Micro
- TRS
- TSI Touch
- Tuff Technologies
- Turtle by Point-of-Sale
- TVS (Eversun-Talons)
- Twenthend
- Tweelock
- Yvan
- Tyler Power
- UMANISO
- Uniform Industrial Corp.

- Ubiqity
- Unitec
- Unitech America
- Universal Devices
- Universal-ID
- Universal (ICD)
- Uncork Manufacturing/Firewire
- Usb Micro
- USE
- Utility Associates
- Umicore
- V5
- Valcon
- Valdyke Software
- Vantage Point
- Vantec
- VARA Commerce
- Vanns
- Vatan Ventures
- Vauid
- VCOM - Hamilton Buhl
- VOD/360
- Vellux
- Velocline
- Velocloud
- Veracity
- Verbatim
- Vericon Enterprise
- Verifly
- Verity
- Victoria
- Victory Multimedia
- Videosonic Digital
- Videvo
- ViewCentral
- ViewSonic
- VO
- Vorn
- Vircorn
- Vircro
- Virtek
- Virga
- Virage Mobile
- Vision Wireless
- VisionMAX
- Visit
- Visitpoestel
- Vivica Laminators
- VM Electronics
- Vopo Energy
- Votica
- VSS Monitoring
- Vtech
- Vufprint
- Vufone
- Vufone
- Vufone/Touch Boards
- VXL Instruments
- Wap Mechanics
- Wap Bar Code
- Workplace
- W.O. a Western Digital Company
- Western
- Wohlsperg
- Weltron
- Welpoint
- West Penn Wire
- Westinghouse
- Wepole
- White Label Document Services
- WhyGas
- Williams Software Group
- WinMagic
- Winston International
- Windsurf
- Wirlessap
- Winsor
- Wirespeed
- Wizard Wall
- Wurlwind Health
- Women In Bags / Fabric
- WonderLake
- Woodtree Furniture
- Worthington Distribution
- Woven Systems
- Wyse
- X-Files Panoptik
- X-IO
- Xerox
- Xerox Scanner
- XRX
- X3
- X-Rad Cinema
- Xanara Technologies
- Xesign
- Xerox Cables
- Xpresso3D
- XYZ Printing
- Yamaria
- YouSendIt
- Yuneec
- Zec Technologies
- Zeiss
- Zetian Technologies
- Zebra
- Zentan
- ZLINE
- Zoom Video
- Zotac
- ZTE
- ZyXel
SYNNEX
Strategic Procurement

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

Why Choose SYNNEX as Your Distribution Partner?

Suppliers
More than 500 incremental vendors

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

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

CONTACT
Strategic Procurement

Email us directly at:
strategicprocurement@synnex.com

Call your SYNNEX Rep:
864-349-4117
# 1. COMPANY OVERVIEW

<table>
<thead>
<tr>
<th>Primary Name:</th>
<th>SYNEX CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate Name:</td>
<td>SYNEX CORPORATION</td>
</tr>
<tr>
<td>D-U-N-S:</td>
<td>11-237-6758</td>
</tr>
<tr>
<td>Address:</td>
<td>38 Pelham Ridge Dr Greenville, SC 29615</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>+1 (664) 349-4861</td>
</tr>
</tbody>
</table>

**Past Performance Evaluation**  
Report Date: 03-04-2019  
Order Number: 4287712

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

# 2. SUPPLIER PERFORMANCE RATINGS

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

<table>
<thead>
<tr>
<th>Overall Performance Rating</th>
<th>93</th>
<th>SIC/Quintile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall, how satisfied do you feel about the performance of this company during this transaction?</td>
<td>93</td>
<td>7389/Business services, nec</td>
</tr>
</tbody>
</table>

### Detailed Performance Ratings

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

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

<table>
<thead>
<tr>
<th>Category</th>
<th>0</th>
<th>25</th>
<th>50</th>
<th>75</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVERALL PERFORMANCE</td>
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- Positive Feedback
- Neutral Feedback
- Negative Feedback

4. CUSTOMER REFERENCES SURVEYED

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

**SIC/Line of Business:**

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

Total number of surveys completed: 34.

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

The report may not be reproduced in whole or part in any manner whatsoever.
TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

See attached SYNEX Services pdf.
Tab 9 – Required Documents

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

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

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

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<thead>
<tr>
<th>Potential Vendor</th>
<th>SYNNEX Corporation</th>
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<tbody>
<tr>
<td>Print Name</td>
<td>Daniel T. Brennan</td>
</tr>
<tr>
<td>Address</td>
<td>39 Pelham Ridge Drive</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Greenville, SC 29615</td>
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<tr>
<td>Authorized Signature</td>
<td>[Signature]</td>
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<tr>
<td>Date</td>
<td>7/18/2019</td>
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Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

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

Authorized signature

Date 7/18/2019
Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name
SYNNEX Corporation

Address
39 Pelham Ridge Drive

City/State/Zip
Greenville, SC 29615

Telephone No.
864-349-4801

Fax No.
510-360-6613

Email address
danielbr@synnex.com

Printed name
Daniel T. Brennan

Position with company
Vice President & Senior Counsel

Authorized signature
[Signature]
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcripts.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS


2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

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

**FEDERAL CHANGES**

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

**INTEGRATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/ims/search/index.asp
http://nccsweb.urbane.org/PubApps/search.php
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html
ATTACHMENT NO. 6
PARTICIPATING DEALER AGREEMENT

This Participating Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between Leverage Information Systems, Inc. ("Reseller"), having its place of business at 18815 138th Ave NE, Suite B Woodinville WA 98072, and TD SYNNEX Corporation ("TD SYNNEX"), having its place of business at 44201 Nobel Drive, Fremont, California 94538.

BACKGROUND

This Agreement governs the appointment of Reseller as a nonexclusive authorized reseller of Products (as defined below) through the National Cooperative Purchasing Alliance (NCPA) 01-97 ("Contract"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and any Exhibits attached hereto (if any):

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

TD SYNNEX Corporation

By: ________________________________

Name: Ed Somers

Title: Vice President Sales

Date: May 16, 2023

Leverage Information Systems, Inc.

By: ________________________________

Name: Douglas Chesler

Title: President/CEO

Date: May 16, 2023
GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 "Confidential Information" shall mean the information of a party, which information is conspicuously marked with "Confidential," or "Proprietary" or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked "Confidential" or "Proprietary." Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.2 “Customer” means End-users authorized to purchase through the Contract.

1.3 “Reseller” shall have the meaning set forth in the Signature Page.

1.4 “Contract Price List” is the negotiated contractual pricing for the Products.

1.5 “Products” means the products that are available to be sold through the Contract.

SECTION 2 APPOINTMENT AND LICENSE.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement and the qualification requirements delineated herein, TD SYNNEX hereby appoints Reseller, and Reseller hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. TD SYNNEX grants to Reseller a nontransferable and nonexclusive license during the term of this Agreement to distribute the Products and any software (only as incorporated in the Products) to Customers.

2.2 Authority. Except as expressly set forth in this Agreement, Reseller will have no authority to bind TD SYNNEX or its suppliers to any contract, representation, understanding, act or deed concerning TD SYNNEX, its suppliers or any Products covered by this Agreement without TD SYNNEX’s prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Reseller will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Products unless TD SYNNEX authorizes such warranties and representations in writing. The parties recognize and agree that the reseller relationship referenced herein does not establish privity of contract between Reseller and Customer. Reseller expressly understands that the scope of its representation is limited to the terms of this Agreement.
2.3 **Sales to End Users Only.** Unless otherwise authorized by TD SYNNEX in writing, Reseller shall only sell Products to Customers who do not intend to further remarket such Products.

2.4 **Reserved Rights.** This Agreement shall in no way limit TD SYNNEX’s ability to sell, directly or indirectly, any Products to any Customers, and Reseller shall not be entitled to any commission or other compensation with respect to such sales. TD SYNNEX shall be entitled to appoint other reseller(s) for any Customers without notice or liability to Reseller.

2.5 **Procurement of Products.** Any Products sold to Customer by Reseller under the Contract must be procured through TD SYNNEX.

**SECTION 3 RESELLER OBLIGATIONS.**

3.1 **Contract Pricing.** Reseller shall comply with the approved product and pricing of the Contract. The Contract Pricing will be maintained for the term of this Agreement, including any extensions.

3.2 **Warranty.** Contract Pricing includes the standard warranty provided by the manufacturer. Additional extensions of the warranty beyond the standard warranty will be an additional cost to the Customer.

3.3 **Ordering Instructions.** Reseller agrees to send orders to TD SYNNEX through a TD SYNNEX approved method. Reseller is responsible for ensuring that only authorized employees place, change or delete orders and that the orders conform to all requirements of this Agreement.

3.4 **Customer Purchase Order Forms.** Reseller agrees to provide a copy of the Customer’s purchase order when placing an order to TD SYNNEX through this Contract.

3.5 **Audit.** TD SYNNEX shall, at all reasonable times and for five (5) years after termination or expiration of this Agreement, have full access to Reseller’s books, records, files and related correspondence relating to Reseller’s performance under this Agreement.

3.6 **Reseller Services.** Reseller must request a one-off approval from TD SYNNEX to include their services in a contract quote and/or order.

3.7 **Contract Terms and Conditions.** Reseller agrees to comply with the terms and conditions of the Contract.

**SECTION 4 ORDERS, PAYMENT AND DELIVERY**

4.1 **Ordering Information.** Reseller shall ensure that Customers are eligible to purchase through the Contract.
4.2 Order Acceptance. All orders shall be subject to TD SYNNEX’s acceptance, and TD SYNNEX shall have no liability for any orders it rejects.

4.3 Shipment and Payment. The negotiated price includes delivery to the Customer, FOB Origin standard ground freight within the continental US only. Customers may be charged additional fees if shipment must be expedited, requires special handling or delivery and/or OCONUS delivery.

4.4 Timely Shipment. TD SYNNEX will use commercially reasonable efforts to meet the Customer’s requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Reseller will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Reseller shall pay TD SYNNEX invoiced amounts in U.S. dollars within thirty (30) days of the invoice date.

SECTION 5 ADDITIONAL DUTIES OF RESELLER

5.1 Best Efforts. Reseller shall use its best efforts to promote and sell the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on TD SYNNEX.

5.2 Compliance. Reseller shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and executive orders. If either party receives any notice or becomes aware of any violation of any applicable law, statute, rule, regulation or ordinance by the Products or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

5.3 Conduct of Reseller. Reseller shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Reseller shall not make any false or misleading representations to Customers or other persons with regard to TD SYNNEX or the Products. Reseller shall not make any representations with respect to the specifications, features, or capabilities of Products which are not consistent with those described in the manufacturer’s publicly-available Product documentation.

5.4 Reporting - Administrative Fees - Contacts.

(A) Reporting. Sales reporting requirements are at the time of sale for each transaction. Sales reporting consists of Reseller’s Purchase Order issued to TD SYNNEX and the end-user customer’s Purchase Order issued to Reseller (the “Transaction Sales Report”). The Transaction Sales Report shall be submitted to your designated TD SYNNEX sales person and the following email address NCPA@tdsynnex.com. Sales reporting requirements are material requirements to be in compliance with the Agreement and will be a deliverable for each transaction.

(B) Administrative Fees. Reseller is responsible for payment of the NCPA administration fee associated with this Agreement (the “Administrative Fee”). TD SYNNEX will therefore include the associated fees in each quotation provided to Reseller and billed accordingly to Reseller.
5.5 No Contract Modification. Reseller shall not alter, change, or modify in any way, any contract or order under any contract between TD SYNNEX and any Customer. Reseller will indemnify and hold TD SYNNEX harmless from any alteration, change, or modification to a contract between TD SYNNEX and any Customer caused by the actions of Reseller.

5.6 Failure to comply with any of the provisions of this section will result in immediate termination of Reseller.

SECTION 6 QUALIFICATIONS OF RESELLER

6.1 Good Standing. Reseller’s business and credit accounts with TD SYNNEX must be current and in good standing. Reseller cannot have defaulted on any payments due to TD SYNNEX and must have a history of prompt and timely payments for all amounts due SYNNEX.

6.2 Reseller Financials. Reseller agrees to provide TD SYNNEX with updated credit information on request. Reseller understands and agrees that TD SYNNEX may order a credit report in connection with the Agreement.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party’s Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other’s Confidential Information of restrictions required to comply with this Section 7.1. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 7.1. Notwithstanding the foregoing, each party may disclose the other party’s Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party’s possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods
contemplated by disclosed Confidential Information. Each party acknowledges that any material violation of the rights and obligations provided in this Section 7.1 may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding Section 13.6, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 STAFFING.

8.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee’s termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this Section 8.1 may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding Section 13.6, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 LIMITATION OF LIABILITY.

9.1 Except for a breach of Section 7.1 or Section 8.1, in no event shall either party be liable to the other party for any consequential, exemplary, punitive, incidental, indirect or special damages or costs howsoever arising out of or related to this Agreement, whether or not either party has been advised of the possibility of such damages or costs. In no event shall either party be liable to the other party or any third party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreements into which they are incorporated, or any performance or nonperformance under these terms and conditions, in excess of the net purchase price of the products or services actually delivered to and paid for hereunder.

SECTION 10 INDEMNIFICATION

10.1 Reseller Indemnification. Reseller will indemnify, defend and hold harmless TD SYNNEX, its dealers, employees, successors, assigns, parent company and affiliated companies (each individually an “Indemnified Party” and collectively the “Indemnified Parties”) from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys’ fees) and liabilities, arising out of Reseller’s acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to
any of the Indemnified Parties, the Products or this Agreement, regardless of the form of action. Reseller shall pay any damages and costs assessed against the Indemnified Parties in connection with such claim. Any Indemnified Party shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. Reseller shall not enter into any settlement that affects an Indemnified Party’s rights or interests without such Indemnified Party’s prior written approval.

10.2 TD SYNNEX Indemnification. TD SYNNEX will indemnify, defend and hold harmless Reseller from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys’ fees) and liabilities, arising out of TD SYNNEX’s wrongful acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to the Products or this Agreement, regardless of the form of action. TD SYNNEX shall pay any damages and costs assessed against Reseller in connection with such claim. Reseller shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. TD SYNNEX shall not enter into any settlement that affects Reseller’s rights or interests without Reseller’s prior written approval.

SECTION 11 INTELLECTUAL PROPERTY

11.1 Nothing contained in this Agreement shall give Reseller any interest, license or right in any trademark, name, logo, or other trade designation of TD SYNNEX or any TD SYNNEX parent or affiliated company. Reseller agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any TD SYNNEX parent or affiliated company or the rights therein.

SECTION 12 TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and extend for one (1) year thereafter, with automatic one year renewals unless terminated according to one or more of the following provisions:

(A) At any time upon the mutual written agreement of both parties;

(B) By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

(C) By either party, following a material breach of this Agreement by the other party and the breaching party’s failure to cure such breach within thirty (30) days of it receiving written notice of such breach;

(D) By TD SYNNEX, immediately upon written notice, in the event Reseller breaches Section 5; and
(E) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

Notwithstanding the foregoing, TD SYNTEX may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Reseller by providing five (5) business days written notice.

12.2 Effect of Termination. The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by TD SYNTEX prior to the effective date of such termination.

12.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction, provided, however, that the Receiving Party may retain an archival copy of Confidential Information as required by record retention policies or law.

12.4 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 13 MISCELLANEOUS.

13.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; provided, however, TD SYNTEX shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of TD SYNTEX. An affiliate of TD SYNTEX means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with TD SYNTEX.

13.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest
to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

13.4 **Force Majeure.** Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

13.5 **Independent Contractor.** TD SYNNEX and Reseller are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.6 **Disputes.** Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with Sections 7.1 or 8.1, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys’ fees and court costs.

13.7 **No Waiver.** The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any later time, nor shall the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13.8 **Jurisprudence.** This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.9 **Notice.** All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.
13.10 **Exhibits.** Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.