



SYNNEX
GOVSolv™

SYNNEX Corporation
Authorized Federal Supply
Schedule Pricelist
GS-03F-053DA



Schedule

Contract Effective Dates: February 1, 2016 through January 31, 2021

GENERAL SERVICES ADMINISTRATION

FEDERAL ACQUISITION SERVICE

SOLICITATION NUMBER: 3FNG-RG-020001-B

AUTHORIZED FEDERAL SUPPLY SERVICE SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*TM, a menu-driven database system. The Internet address for GSA *Advantage!*TM is:

<http://www.gsaadvantage.gov/>.

Professional Audio

FSC Group 58 I

CONTRACT NUMBER GS-03F-053DA

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at <http://www.fss.gsa.gov>.

Contract Period: February 1, 2016 through January 31, 2021

SYNNEX Corporation

39 Pelham Ridge Drive

Greenville, SC 29615

1.800.456.4822, ext. 494374

gsa@synnex.com

www.synnexcorp.com/us/govsol/

Business Size: Large

SYNNEX Corporation

39 Pelham Ridge Drive
Greenville, SC 29615

Phone: (864) 349-4374 Fax: (510) 360-6532

Email: gsa@synnex.com

Internet: [https:// www.synnexcorp.com/us/govsolv](https://www.synnexcorp.com/us/govsolv)

Contract Number: **GS-03F-053DA**

Period Covered by Contract: **February 1, 2016 through January 31, 2021**

General Services Administration Federal Acquisition Service

Pricelist current through Modification: PS-0029, dated February 1, 2019

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.FAS.gsa.gov/>.

TABLE OF CONTENTS

SECTION	PAGE
TABLE OF AWARDED SINS	4
Special Item No. 58-1 Recording and Reproducing Video and Audio Equipment, Including Spare & Repair Parts, and Accessories	
Special Item No. 58-2 Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories	
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	5
1. GEOGRAPHIC SCOPE OF CONTRACT	5
2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION	5
3. LIABILITY FOR INJURY OR DAMAGE	6
4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279	6
5. FOB DESTINATION CONUS	6
6. DELIVERY SCHEDULE	6
7. DISCOUNTS	7
8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED	7
9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING	7
10. SMALL REQUIREMENTS	7
11. MAXIMUM ORDER	7
12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS	7
13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS REQUIREMENTS	7
14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FAS-370)	8
15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES	9
16. GSA ADVANTAGE! TM	9
17. PURCHASE OF OPEN MARKET ITEMS	9
18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	9
19. OVERSEAS ACTIVITIES	10
20. BLANKET PURCHASE AGREEMENTS (BPAs)	10
21. CONTRACTOR TEAM ARRANGEMENTS	10
22. INSTALLATION, DEINSTALLATION AND REINSTALLATION	10
23. SECTION 508 COMPLIANCE	10
24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES	11
25. SOFTWARE INTEROPERABILITY	11
26. ADVANCE PAYMENTS	11
TERMS AND CONDITIONS SIN 58-1 AND SIN 58-2	12
1. MATERIAL AND WORKMANSHIP	12
2. ORDER	12
3. TRANSPORTATION OF EQUIPMENT	12
4. INSTALLATION AND TECHNICAL SERVICES	12
5. INSPECTION/ACCEPTANCE	13
6. WARRANTY	13
7. PURCHASE PRICE FOR ORDERED EQUIPMENT	13
8. RESPONSIBILITIES OF THE CONTRACTOR	13
9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT	13
SYNNEX CORPORATION COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	14
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE	15
LIST OF DISTRIBUTION POINTS	18
GSA APPROVED VENDOR LIST	18

AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
PROFESSIONAL AUDIO

TABLE OF AWARDED SINS

Special Item No. 58-1 Recording and Reproducing Video and Audio Equipment, Including Spare & Repair Parts, and Accessories

Special Item No. 58-2 Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories

SIN 58-1 Recording and Reproducing Video and Audio Equipment, Including Spare & Repair Parts, and Accessories

This SIN includes complete video and audio recording and reproducing systems as well as separate components of those systems. Included are recorders and duplicators for both analog and digital media including cassettes, cartridges and video discs. The video or audio recording system may include special effects generators including time and date stamping, picture in picture, closed captioning, text addition, character and symbol insertion and manipulation, audio voice over equipment. Also included are amplifiers, mixers, switchers, synchronizing components, and editing equipment. Mini Studio Systems and Components – Including training room and instructional systems, control room and studio control modules, multiple microphone and video stations. This SIN also includes video projection components including digital projectors, video walls, rear projection display screens, LED walls, LCD projectors, as well a control modules for controlling the video projection. Accessories include items such as cables, batteries, and sound booths.

NOTE: Accessories under SIN 58 1 must be exclusive to SIN 58 1; any ancillary supplies and/or services that apply to more than one MAS Schedule 58 I SIN must be offered under SIN 58 7.

SIN 58-2 - Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories

Color or monochrome monitors, with picture tube, LED, LCD, or plasma screens. Includes monitors that operate on alternating current (AC) or battery, or both. Flat panel display monitors are included. Accessories include power and connecting cables, batteries and chargers, and mounting products.

NOTE: Commercially available products under this SIN may include Energy Star certified products.

NOTE: Accessories under SIN 58 2 must be exclusive to SIN 58 2; any ancillary supplies and/or services that apply to more than one MAS Schedule 58 I SIN must be offered under SIN 58 7.

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.FAS.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.FAS.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. CONUS delivery is via standard ground freight. Expedited delivery options are available and OCONUS delivery are available for additional costs.

Overseas delivery is delivery to point of embarkation for delivery OCONUS - outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

SYNNEX has implemented a Dealer Program that provides select reseller partners the ability to sell to Eligible Agencies using this contract. Dealers represent our contract assisting in all levels of onsite customer service. The Dealer is authorized to bill the Eligible Agencies and accept payment on behalf of SYNNEX. Whenever possible, SYNNEX recommends Agencies utilize SYNNEX Authorized Partners for purchases.

Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment. The order must be in the name of the Contractor, in care of the Authorized Dealer and the Dealer's address, CAGE Code, FEIN and DUNs #. A list of authorized partners can be found within this document. Additionally, agencies can e-mail gsa@synnex.com to confirm reseller's status as Authorized GSA Partner.

If orders must be placed directly with SYNEX, Eligible Agencies can submit orders to the following address.

ORDERING INFORMATION: SYNEX Corporation
39 Pelham Ridge Drive
Greenville, SC 29615

PAYMENT INFORMATION: SYNEX Corporation
P.O. Box 406748
Atlanta, GA 30384-6748

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **1.800.456.4822, ext. 494403**

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **11-237-5758**

Block 30: Type of Contractor – **C. Large Business**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **94-2703333**

4a. CAGE Code: **3F1Q4**

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION CONUS

Destination within 48 contiguous states & District of Columbia. **OCONUS** - To Port of Embarkation. Standard ground freight within the continental US and to point of embarkation.

6. DELIVERY SCHEDULE

a) TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

b) SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>58-1, 58-2</u>	<u>30</u> Days

- c) **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- i) Prompt Payment: .25 bps 10 days Net 30 for non- credit card orders
- ii) Volume Discount: Additional discounts may be available depending upon volume.
- iii) Billing in Arrears is not offered by SYNEX.

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

SYNEX does offer international shipping on a limited basis. The company will pay for freight to point of embarkation only.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100. Please call to see if an exception can be managed.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a) The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000
- b) Orders exceeding the maximum order threshold – each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a) FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b) FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FAS-370) (NOV 2001)

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regard to this contract.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!™

GSA Advantage!™ is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage!™ will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage!™ by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is www.gsaadvantage.gov.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- a. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- b. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.synnex.com/govsolv
The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

26. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
RECORDING AND REPRODUCING VIDEO AND AUDIO EQUIPMENT,
INCLUDING SPARE & REPAIR PARTS, AND ACCESSORIES
(SPECIAL ITEM NUMBER 58-1) and THE PURCHASE OF
MONITORS AND MONITORS/RECEIVERS, INCLUDING SPARE &
REPAIR PARTS, AND ACCESSORIES
(SPECIAL ITEM NUMBER 58-2)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage!™ and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Pricing for installation and maintenance part numbers included in price schedule. These are services offered directly by the manufacturer or through a contracted third party. SYNEX as a distributor, offers these services through the manufacturer only.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Contact SYNEX Corporation for Return Merchandise Authorization (RMA).

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**SYNNEX CORPORATION COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

SYNNEX Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

E.W. Somers

Sr. Director, Public Sector and Vertical Markets

SYNNEX Corporation

39 Pelham Ridge Drive

Greenville, SC 29615

Toll-Free: 1.800.456.4822, ext 494374

Direct: 864.349.4374

Fax: 864.289.4511

Email: eds@synnex.com

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (**ordering activity**) and (**Contractor**) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-03F-053DA .

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-03F-053DA, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

LIST OF DISTRIBUTION POINTS

SYNNEX Corporation is a full-service broad line computer products distributor operating eleven distribution facilities nationwide and five facilities worldwide:

<u>United States</u>	<u>International</u>	<u>Integration/Contract Manufacturing</u>
Las Vegas, Nevada	Ontario, Canada	Fremont, California
Ontario, California	Toronto, Canada	Olive Branch, Mississippi
Fremont, California	Calgary, Canada	
Atlanta, GA	Vancouver, Canada	
Chicago, Illinois	Mexico City, Mexico	
Memphis, Tennessee		
Chantilly, Virginia		
Portland, Oregon		
Miami, Florida		
Dallas, Texas		
Edison, New Jersey		

GSA Approved Vendor List

Manufacturer	
Casio	Samsung
Core Brands/Gefen	Sony Corp
MAGIX Software	SYNNEX Services
Marshall Electronics	

SYNNEX GSA Schedule GS-03F-053DA Pricelist provided at the following link:

[https://www.synnexcorp.com/us/govsol/pricing/ GSA Schedule 58 I Price File – GS-03F-053DA](https://www.synnexcorp.com/us/govsol/pricing/GSA%20Schedule%2058%20I%20Price%20File%20-%20GS-03F-053DA)