

RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MNJ TECHNOLOGIES DIRECT, INC. FOR COMPUTER BACKUP SYSTEMS TO SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021, to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (CLFRF); and

WHEREAS, The Ashtabula County Board of Commissioners created a separate Local Fiscal Recovery Fund per Resolution 2021-35FINA adopted on June 1, 2021, for the purpose of receiving ARPA monies and to track allocations and expenditures consistent with the requirements of ARPA; and

WHEREAS, the ARPA Final Rule permits funds to be used for support for prevention, mitigation, and other services in public facilities; and

WHEREAS, supporting documentation has been received and reviewed, and this Board now finds that it is in the best interest and necessary to authorize a CLFRF award in the amount of \$14,300.00 to MNJ Technologies Direct, Inc. to fund court computer backup systems; now

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Ashtabula County:

- 1) That there is hereby established an agreement to fund COVID-necessary expenditures in accordance with the guidelines established by the U. S. Treasury Department.
- 2) The Ashtabula County Commissioners is hereby authorized to process and distribute the CLFRF monies in the amount of \$14,300.00 with MNJ Technologies Direct, Inc. to fund court computer backup systems.
- 3) The MNJ Technologies Direct, Inc. shall submit documentation regarding these authorized expenditures to the Ashtabula County Board of Commissioners to demonstrate compliance with U.S. Treasury Department guidance for allowable expenses
- 4) This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.
- 5) This resolution shall be in full force and effect from and immediately upon its adoption.

BE IT FURTHER RESOLVED that the Vice-President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-454

October 25, 2022

RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MNJ TECHNOLOGIES DIRECT, INC. FOR COMPUTER BACKUP SYSTEMS TO SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Absent

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this 17th day of October, 20 22 (the "Effective Date") between MNJ Technologies Direct, Inc. (the "Seller"), with offices at 1025 Busch Pkwy, Buffalo Grove, IL 60090 and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "Purchaser") for computer backup systems.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I THE GOODS

The Seller shall furnish all the products, equipment, and associated parts, labor, and services (collectively called the "Goods") as set forth in Exhibit A. In the event of inconsistencies within or between this Agreement and the Exhibits, the Seller shall provide the better quality or greater quantity of Goods and shall comply with the more-strict requirement.

ARTICLE II COMPENSATION AND PAYMENT

- 2.1 The Seller's total compensation for the Goods shall be \$14,300 (the "Contract Price").
- 2.2 Seller is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Seller is responsible for paying federal, state, and local taxes. Seller agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Sellers shall be required to agree to withhold any such income taxes due for services performed under this Contract.
- 2.3 The Seller shall submit invoice(s) to the Purchaser for the Goods. The Purchaser shall pay the Seller for the Goods within forty-five (45) days of receipt of a full and accurate invoice. The invoice(s) shall be supported by documentation substantiating the Seller's right to payment. The Seller shall supply such additional documentation as the Purchaser may request in connection with each payment to the Seller. The Seller shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).
- 2.4 The Purchaser reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice, in whole or in part, to such extent as may be necessary in the Purchaser's opinion to protect the Purchaser from loss because of:

- (a) Defective Goods not remedied;
- (b) Damage caused by the Seller;
- (c) Failure to comply with the requirements of Chapter 4115, ORC;

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

2.5 The making of final payment by the Purchaser shall constitute a waiver of all Claims by the Purchaser except those arising after termination of this Agreement and the following:

- (a) Defective or nonconforming Goods resulting from latent defects, fraud or gross mistakes;
- (b) Outstanding liens;
- (c) Failure of the Seller to comply with any Warranties or Guarantees required by this Agreement.

The acceptance of final payment by the Seller shall constitute a waiver of all Claims against the Purchaser except those that the Seller has previously made in writing in accordance with Article VIII and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE III SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to deliver the Goods within the time limit specified herein.

In the event that the Goods is not completed within the time limit aforesaid, the Seller shall reimburse the Purchaser an amount equal to the Purchaser's costs for and expenses of replacement goods and services provided by or for the Purchaser after the expiration of the aforesaid time limit, and until completion and acceptance of the Goods. Such amounts shall be deducted from the partial or final payments to be allowed the Seller.

The Purchaser may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the Purchaser of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE IV CHANGES

The Purchaser, without invalidating the Agreement, may order changes in the Goods consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article III. To the extent the time of performance or the

Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Seller shall not proceed with any change in the Goods without the required written authorization. If the Seller believes that any item is not required by Exhibit A, the Seller shall obtain a Change Order before proceeding with such item. Except as provided in Article VIII, failure to obtain such a Change Order shall constitute a waiver by the Seller of any Claim for additional compensation for such item.

ARTICLE V
WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Bid or applicable as a matter of law and not in limitation of the terms of the Bid, the Seller warrants and guarantees that:

- The Purchaser will have good title to the Goods and all materials and equipment incorporated into the Goods will be new;
- The Goods and all materials and equipment incorporated into the Goods will be free from all defects, including any defects in workmanship or materials;
- The Goods and all equipment incorporated into the Goods will be fit for the purpose for which intended;
- The Goods and all materials and equipment incorporated into the Goods will be merchantable; and,
- The Goods and all materials and equipment incorporated into the Goods will conform in all respects to Exhibit A.

Upon notice of the breach of any of the warranties or guarantees, the Seller, in addition to any other requirements set forth herein, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Purchaser and, except when an extension of time is granted in writing by the Purchaser, correct such breach and damage to the satisfaction of the Purchaser within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Seller fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Purchaser, upon written notice to the Seller and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Seller upon written notice from the Purchaser shall pay the Purchaser, within ten (10) days after the date of such notice, all of the Purchaser's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Purchaser's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Seller shall survive the final payment and/or termination of this Agreement. If the Seller fails to pay the Purchaser any

amounts due under this Section, the Seller shall pay the Purchaser, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

- 6.1 The Seller shall maintain insurance as set forth below:
- (a) **General Liability Coverage.** Purchaser shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

Seller and its employees shall be named as additional insureds with respect to all activities under this Agreement.

- (b) **Automobile Liability Coverage.** Purchaser shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- (c) **Workers' Compensation.** Purchaser shall maintain workers' compensation coverage as required by Ohio law.

Prior to the commencement of any work under this Agreement, Purchaser shall furnish the Seller with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to Seller. Purchaser will replace certificates for any insurance expiring prior to completion of work under this Agreement.

6.2 To the maximum extent permitted by law, the Seller shall indemnify and hold harmless the Purchaser and the Purchaser's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by Purchaser or a third-party—arising out of or related to the Seller's performance of the Goods including but not limited to the failure of the Seller to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Goods itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Seller to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Purchaser may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Seller under this Agreement.

6.3 The Purchaser's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Purchaser be personally

liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Purchaser without a new Auditor's certificate.

ARTICLE VII
TERMINATION

7.1 The Purchaser may, in its discretion and without cause, by written notice to the Seller terminate this Agreement for the Purchaser's convenience.

If this Agreement is terminated without cause and for the Purchaser's convenience and there exists no event of the Seller's default, as defined in this Agreement, the Purchaser will pay the Seller for Goods performed under this Agreement up to the date the notice of termination is received by the Seller at the rates for Goods performed under this Agreement.

If this Agreement is terminated without cause for the Purchaser's convenience and there exists an event of the Seller's default, as defined in this Agreement, the Seller shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

7.2 If the Purchaser determines that the Seller has failed to prosecute the Goods with the necessary force or in a timely manner, or has refused to remedy any Defective Goods, the Purchaser's Representative shall notify the Seller of such failure or refusal. The Seller shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

If the Seller fails to cure such failure or refusal within thirty (30) days of receipt of the notice, the Purchaser may terminate the Contract and supply the materials or such part of either as is appropriate, and may remove Defective Goods.

If the Seller is so terminated, the Seller shall not be entitled to any further payment. If the Purchaser completes the Goods and if the cost of completing the Goods exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the Purchaser, or the Purchaser as a result of the termination, such excess shall be paid by the Seller.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 7.2.

ARTICLE VIII
DISPUTE RESOLUTION

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good

faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

8.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

8.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE IX MISCELLANEOUS

9.1 No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Purchaser shall require the signature of the Purchaser acting under the authority of a specific resolution of the Purchaser. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Paragraph.

9.2 The Seller may not assign this Agreement without the written consent of the Purchaser, which the Purchaser may withhold in its sole discretion.

9.3 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

9.4 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Purchaser, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Service Director," and, in the case of the Seller, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by

expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

9.5 The parties acknowledge that each party has reviewed this Agreement and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to it or them.

9.6 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

9.7 The Seller, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Goods.

9.8 Seller agrees that, in the hiring of employees for the performance of Goods under the Contract or any subcontract, no Seller, subcontractor, or any person acting on a Seller's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Goods to which the employment relates. Seller further agrees that neither it, its subcontractors, or any person on the Seller's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Goods under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Seller by the Purchaser under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Purchaser and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

9.9 This Agreement constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY OR
COUNTY OF ASHTABULA, OHIO:**

By: 

Date: 10/25/22

Its: Vice President

MNJ TECHNOLOGIES DIRECT, INC.

Brian Pletsch :
By:

Date: 10/17/2022

Its: Director of Sales Operations

DocuSigned by:

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Exhibit A

Scope of Services

See Quote Numbers 0001446448 dated September 28, 2022 and 0001446703 dated September 29, 2022 which are incorporated by reference herein.



MNJ Technologies Direct, Inc.
 1025 Busch Pkwy
 Buffalo Grove, IL 60089-4504
 (847) 634-0700

QUOTE

Dear MELISSA GINNARD,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
09/28/2022	0001446448		MELISSA GINNARD	Sep 28, 2022 3:09 pm	\$12,270.00

BILL TO: (6023968)	SHIP TO: (9999)	ATTENTION TO:
ASHTABULA COUNTY COURTS SYSTEM 25 W JEFFERSON ST Jefferson, OH 44047	ASHTABULA COUNTY COURTS SYSTEM 25 W JEFFERSON ST Jefferson, OH 44047	NAME: MELISSA GINNARD PHONE: 4405761505 EMAIL: mbginnard@ashtabulacounty.us
CONFIRM TO: ATTN:		

ACCOUNT MANAGER: Jimmy Lochner	
EMAIL: jlochner@mnjtech.com	
PHONE: (847) 876-8841	EXT: 8341
DESCRIPTION:	

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ15359046	Synology RackStation RS2421RP+ SAN/NAS Storage System - 1 x AMD Ryzen V1500B Quad-core (4 Core) 2.20 GHz - 12 x HDD Supported - 0 x HDD Installed - 12 x SSD Supported - 0 x SSD Installed - 4 GB RAM DDR4 SDRAM - RAID Supported 0, 1, 5, 6, 10, Hot Spare, Ba MFG PART NO: RS2421RP+ CONTRACT NAME: EC AMERICA STS 534103	2	2,382.00	4,764.00
2	MNJ14622100	Synology 16GB DDR4 SDRAM Memory Module - For NAS Server - 16 GB - DDR4-2666/PC4-21333 DDR4 SDRAM - 2666 MHz - ECC - Unbuffered - 288-pin - DIMM MFG PART NO: D4EC-2666-16G CONTRACT NAME: EC AMERICA STS 534103	2	360.00	720.00

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
3	MNJ14144221	Seagate IronWolf Pro ST8000NE001 8 TB Hard Drive - 3 5" Internal - SATA (SATA/600) - Conventional Magnetic Recording (CMR) Method - Storage System Device Supported - 7200rpm MFG PART NO: ST8000NE001 CONTRACT NAME: EC AMERICA STS 534103	24	247.00	5,928.00
4	MNJ12252302	Synology Ethernet Adapter E10G17-F2 - PC MFG PART NO: E10G17-F2 CONTRACT NAME: EC AMERICA STS 534103	2	290.00	580.00
5	MNJ12206133	Synology Mounting Rail Kit for Network Storage System MFG PART NO: RKS1317 CONTRACT NAME: EC AMERICA STS 534103	2	106.00	212.00
6	MNJ14359562	StarTech.com 2m SFP+ to SFP+ Direct Attach Cable for Dell EMC DAC-SFP-10G-2M - 10GbE - SFP+ Copper DAC 10 Gbps Passive Twinax - 100% Dell EMC DAC-SFP-10G-2M Compatible 2m direct attached cable - 10 Gbps Passive Twinax Copper Low Power 2x SFP+ Pluggable Co MFG PART NO: DACSFP10G2M CONTRACT NAME: EC AMERICA STS 534103	2	33.00	66.00

SHIP VIA: FEDEX GROUND	NEW REMIT ADDRESS:	NET ORDER:	\$12,270.00
TERMS: Net 30 Days	MNJ Technologies Direct, Inc. PO Box : 771861 Chicago, IL 60677-1861 FEIN: 01-0560518	ESTIMATED SALES TAX:	\$0.00
		SHIPPING CHARGES:	\$0.00
		TOTAL:	\$12,270.00
		ORDER BALANCE:	\$12,270.00

Thanks for the opportunity. We appreciate all your business
This purchase is governed by MNJ's terms & conditions of purchase which can be viewed at - <https://www.mnjtech.com/terms-and-conditions/>



MNJ Technologies Direct, Inc.
 1025 Busch Pkwy
 Buffalo Grove, IL 60089-4504
 (847) 634-0700

QUOTE

Dear MELISSA GINNARD,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
09/29/2022	0001446703		MELISSA GINNARD	Sep 29, 2022 12:11 pm	\$1,960.00

BILL TO: (6023968)	SHIP TO: (9999)	ATTENTION TO:
ASHTABULA COUNTY COURTS SYSTEM 25 W JEFFERSON ST Jefferson, OH 44047	ASHTABULA COUNTY COURTS SYSTEM 25 W JEFFERSON ST Jefferson, OH 44047	NAME: MELISSA GINNARD PHONE: 4405761505 EMAIL: mbginnard@ashtabulacounty.us
CONFIRM TO:		
ATTN:		

ACCOUNT MANAGER: Jimmy Lochner	
EMAIL: jlochner@mnjtech.com	
PHONE: (847) 876-8841	EXT: 8341
DESCRIPTION:	

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ14348837	Veeam Backup & Replication + Production Support - Upfront Billing License - 10 Instance - 1 Year - Public Sector - Veeam Universal License (VUL) MFG PART NO: P-VBRVUL-01-SU1YP-00	2	980.00	1,960.00

SHIP VIA: FEDEX GROUND	NEW REMIT ADDRESS:	NET ORDER:	\$1,960.00
TERMS: Net 30 Days	MNJ Technologies Direct, Inc.	ESTIMATED SALES TAX:	\$0.00
	PO Box : 771861	SHIPPING CHARGES:	\$0.00
	Chicago, IL 60677-1861	TOTAL:	\$1,960.00
	FEIN: 01-0560518	ORDER BALANCE:	\$1,960.00

Thanks for the opportunity. We appreciate all your business.
 This purchase is governed by MNJ's terms & conditions of purchase which can be viewed at - <https://www.mnjtech.com/terms-and-conditions/>

EXHIBIT B

ADDITIONAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All provisions provided below are hereby incorporated by reference into the Agreement and by entering into the Agreement, Seller certifies the following:

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C.

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

Record Retention Requirements (2 CFR § 200.334)

Vendors certify that during the term of the Agreement, Vendors will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendors further certify that all records will be retained as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, Vendors will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Recovered Materials (2 CFR § 200.323)

Vendors agree to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 CFR § 200.337)

Vendors agree that duly authorized representatives of the federal awarding agency shall have access to any books, documents, papers and records of Vendors that are directly pertinent to Vendors' discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendors' personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Neither Vendors nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to bean entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.