



THE SUNRISE CITY

FORT PIERCE
PURCHASING
DEPARTMENT
Florida

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Flagler Technologies, LLC**. (hereafter referred to as "Flagler"), under the terms and conditions hereinafter provided (referred to collectively hereinafter as the "Parties"). The City and Flagler agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.
2. The Parties agree that TD **Synnex Corporation**, headquartered in Fremont, CA and Clearwater, FL, was awarded a contract being identified as: **Region 4 Education Service Center Contract #R250307 through OMNIA Partners**, effective **October 1, 2025** and will expire on **September 30, 2028** with an additional two (2) year renewals thereafter.
3. The Parties agree that Flagler entered in a Participating Dealer Agreement to be an authorized dealer of TD **Synnex Corporation** under **Region 4 Education Service Center Contract #R250307** with an effective date of September 12, 2025, for a one (1) year Initial Term and automatic one-year renewals thereafter. **The Omnia Contract #R250307** is incorporated herein by reference and is attached as **Exhibit "A"** to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Flagler.
4. **The Participating Dealer Agreement** is incorporated herein by reference and is attached as **Exhibit "B"** to this contract. The terms and conditions of **Exhibit "B"** shall be fully binding upon the City and Flagler.
5. Notwithstanding the requirement that **Region 4 Education Service Center Contract #R250307 and the Participating Dealer Agreement** are fully binding on the parties, the parties have agreed to modify certain technical provisions of the **Region 4 Education Service Center Contract #R250307** as applied to this contract between Flagler and the City of Fort Pierce, as follows:
 - a) Time Period ("Term") of agreement: **3 Year**
 - b) Insurance Requirements: **No Change**
 - c) Contract Price: **Amount not to exceed \$211,556.85 per Exhibit "C"**
 - d) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A" and Exhibit "B"**, Flagler agrees to send notices, invoices and will conduct all business with:

City of Fort Pierce, Florida
Attention: IT Operations
100 N. U.S. Hwy 1, Fort Pierce, FL 34950
Telephone: (772) 467-3000

Email: ASAP@cityoffortpierce.com

A copy of all notices shall be sent to:
City of Fort Pierce, FL
Attention: City Attorney
100 N. U.S. Hwy 1, Fort Pierce, FL 34950

- e) The City's Project Manager and associated contact information is listed below: Name: Jamal Mosley
Title: Interim IT Operations Manager
Address: 100 N. U.S. Hwy 1, Fort Pierce, FL
34950 Telephone: 772-467-3000
Email: jmosley@cityoffortpierce.com
6. Notwithstanding any other provision the **Region 4 Education Service Center Contract #R250307 or the Participating Dealer Agreement** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be in St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of the State of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
7. Notwithstanding any other provision in the **Region 4 Education Service Center Contract #R250307 or the Participating Dealer Agreement** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
8. The Parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to Region 4 Education Service Center or OMNIA Partners, Public Sector, Inc. and as user or buyer of the TD Synnex/FLAGLER'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in "**Exhibit A**" and "**Exhibit B**" of this Agreement. The Parties' Agreement shall consist of these terms and conditions, "**Exhibit A**", and "**Exhibit B**" (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then "**Exhibit A**", then "**Exhibit B**".
9. At all times, Flagler shall comply with Florida's public records laws. Flagler shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FLAGLER does not transfer the records

to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the FLAGLER or keep and maintain public records required by the public agency to perform the service. If the FLAGLER transfers all public records to the public agency upon completion of the contract, the FLAGLER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FLAGLER keeps and maintains public records upon completion of the contract, the FLAGLER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF FLAGLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLAGLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. E-Verify: All requirements of Section 448.095, Florida Statutes, shall be complied with by Flagler. In accordance with, Section 448.095, Florida Statutes, Flagler shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Flagler enters into a contract with a subcontractor performing work or providing services on its behalf, Flagler shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Flagler shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Flagler, Flagler may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Flagler is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.
11. Nothing contained in **Exhibit "A", Exhibit "B"** or in this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
12. Notwithstanding any other provision in **Exhibit "A" or Exhibit "B"** to the contrary, the Original Government Contract and this Piggyback Agreement may only be amended through written amendment agreed to by both parties hereto.
13. Notwithstanding any other provision in **Exhibit "A" or Exhibit "B"** to the contrary, the City shall not indemnify, defend, or hold harmless Flagler or any other entity.

14. If there are any terms in **Exhibit "A"** or **Exhibit "B"** that conflict with the City's obligations under public records laws, Florida law, federal law, regulations, City Code, or any other legal requirements, such laws, regulations, Code, or requirements shall be followed and binding over the terms of the Original Government Contract.
15. All other provisions in the original government contract (**Exhibit "A"**) and the Participating Dealer Agreement (**Exhibit "B"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and Flagler.
16. **Exhibit "D"** to this contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).

Entered this 3rd day of November, 2025.

FLAGLER TECHNOLOGIES, LLC:

By: Shana Clark *Shana Clark*

Title: Managing Member

Date: 11/3/2025

Attested by: *Casey Gates*

Name: Casey Gates

CITY OF FORT PIERCE:

By: *Linda Hudson*

Title: Mayor

Date: 11/3/2025

Attest: *Linda W. Cox*
Linda Cox, City Clerk

Approved as to Form and Correctness:

Sara Hedges
Sara Hedges, City Attorney

Exhibit A – Region 4 Education Service Center Contract #R250307
Exhibit B – Participating Dealer Agreement
Exhibit C – Quote #012199 V6 (CITY) / Quote #012332 v2 (FPPD)
Exhibit D – Affidavit of Coercion

EXHIBIT “A”

Region 4 Education Service Center Contract #R250307

Region 4 Education Service Center (ESC)

Contract # R250307

for

Cyber Security Solutions and Services

with

TD SYNnex Corporation

Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and TD SYNEX Corporation, effective October 1, 2025:

- I. Vendor Contract and Signature Form
- II. Executed Offer and Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of June 24, 2025 by and between TD SYNnex Corporation. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Cyber Security Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract,
 - ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
 - iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
 - iv. RFP and any Addenda,
 - v. Region 4's Electronic Bid Certifications,
 - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
 - vii. Offeror's proposal, as accepted by Region 4.
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.
- 30) INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 Contract for Purchase

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 Waiver of Preparation Costs and Claims

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 Confidentiality

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term "CONFIDENTIAL" on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 Preparation Guidance

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR's own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s' attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms "Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review <https://region4esc.ionwave.net> to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC's Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

- .1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.
- .2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
- .3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
- .4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
- .5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
- .6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
- .7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
- .8 Casualty Insurance and Securities-Minimum Requirements:
 - a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
 - b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - \$1,000,000; Aggregate - \$2,000,000
 - c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
 - d. Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
 - e. Umbrella Liability Insurance (Excess): \$1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,¹ REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
 - o has its principal place of business in this state; or
 - o employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

¹ As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement, the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled "Funding Out Clause."
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

- .1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.
- .2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.
- .3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

- .4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.
- .5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.
- .6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.
- .7 The VENDOR 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 the submitted bid.
- .8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- .9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.
- .10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.
- .11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.
- .12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.
- .13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.
- .14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.
- .15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.
- .16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.
- .17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor's email address provided in the Vendor's response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that 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, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

- .1 One invoice shall be submitted per CENTER Purchase Order.
- .2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

- .3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
- .4 Invoice shall reference the CENTER Purchase Order Number.
- .5 Invoice shall be in duplicate.
- .6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
- .7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
- .8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
- .9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

- .1 TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**
- .2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.**
- .3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.**
- .4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.**
- .5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.**
- .6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.**

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

- .1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;**

- .2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
- .3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
- .4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
- .5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
- .6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
- .7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
- .8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
- .9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

- .1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.
- .2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.
- .3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."
- .4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.
- .5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.
- .6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.
- .7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

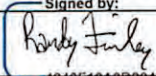
VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

- .1 All contracts under federal awards must meet federal, state and local requirements.
- .2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- .3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).
- .4 All services shall be completed during the effective dates of the Agreement.
- .5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.
- .6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.
- .7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.
- .8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- .9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.
- .10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).
- .11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- .12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC's Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women's business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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 on the Deviation Form submitted with the request for proposal.

Company Name TD SYNnex Corporation
 Address 5350 Tech Data Drive
 City/State/Zip Clearwater, FL 33760
 Telephone No. 510-407058
 Email Address Randy.Finley@tdsynnex.com
 Printed Name Randy Finley
 Title Sr. Director, Business Development
 Authorized signature 
Signed by: 4349F10A6D69442...

Accepted by Region 4 ESC:

Contract No. R250307

Initial Contract Term 10/1/2025 to 9/30/2028


 Region 4 ESC Authorized Board Member

6/24/2025
 Date

Linda Tinnerman
 Print Name


 Region 4 ESC Authorized Board Member

6/24/2025
 Date

Victor E. White
 Print Name



25-03 Addendum 2

TD SYNnex Corporation

Supplier Response

Event Information

Number: 25-03 Addendum 2
Title: CYBER SECURITY SOLUTIONS
Type: Request for Proposal - Region 4 ESC
Issue Date: 3/5/2025
Deadline: 4/24/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Wednesday, March 26, 2025, at 10:00 am
via ZOOM at <https://esc4.zoom.us/j/92570375617?from=addon>

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

TD SYNEX Corporation Information

Contact: Janie Frandsen
Address: 39 Pelham Ridge Drive,
Greenville, SC., SC 29615
Phone: (864) 349-4390
Email: janie.frandsen@tdsynnex.com
Web Address: TDSYNEX.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janie Frandsen

Signature

Submitted at 4/23/2025 08:53:15 AM (CT)

Janie.frandsen@tdsynnex.com

Email

Supplier Note

The TD SYNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners. We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Requested Attachments

Offer and Contract Signature Form

Offer_and_Contract_Signature_Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Deviation Form

32725 Deviation Form FINAL.pdf

Please complete the Deviation Form, located on the Attachments tab, and upload the completed document here.

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Products and Pricing

Palo Alto and TD SYNEX
Products and Services Pricing.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

ServiceSolv Brochures.zip

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA_Partners
Exhibit_F_Federal_Funds_Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA_Partners_-_rk_ISSUES_Exhibit_G_New_Jersey_Business_Compliance_FE.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

W-9 Upload

W9 2025 TD SYNnex CORPORATION.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Addendum No. 1

Region 4 Addendums 1 and 2.docx

Please complete Addendum No. 1 then upload signed document.

Response Attachments

TD SYNnex Public Sector Business Development Team Coverage Map 20250311.pdf

Public Sector Contract Specialist contacts and coverage map.

TD Synnex-2023-corporate-citizenship-report.pdf

This report details TD SYNnex's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

D&B_TD SYNnex CORPORATION_03.27.2025.pdf

TD SYNnex is in good financial standing as referenced in the D&B Financial Analysis Report.

TD SYNnex Public Sector Diversity Alliance Program - For Resellers.pdf

TD SYNnex Diversity Alliance Program guide to allow a broad ecosystem of small and diverse resellers to leverage socioeconomic status to win business.

3 ServiceSolv-Company-Line-Card.pdf

Line Card and product descriptions for the Value Added Services offered by Td SYNnex.

Palo Alto Networks Company Overview.pdf

Company Overview for Palo Alto, who is the TD SYNnex bidding partner.

Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf

This is to certify that TD SYNnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf

TD SYNnex Vendor Line Card

TD SYNnex Marketing Plan.pdf

TD SYNnex Public Sector Detailed Marketing Plan

TD SYNnex response - Awards.docx

TD SYNnex has received many prestigious Awards from OEM's conducting business with our company. This supports our reputation and standing in the industry as we conduct business with over 2,500 OEM's.

TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf

This Certification is referenced in Exhibit "G" as Document #8 as a mandatory requirement.

ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf

ISO 9001-5100 Listing for TD SYNnex Warehouses.

13 25-03 Cyber Security Solutions Addendum 1.pdf

Signed Proposal Addendum to extend due date to April 24, 2025

OMNIA Partners - Exhibit A Response for National Cooperative Contract FINAL.pdf

Extended descriptions of the responses in Exhibit A, 3.0 "Supplier Response" beginning on page 15 of the proposal, plus additional information supporting responses found in the portal.

Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☒ I certify compliance with this attribute.

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Janie Frandsen

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

44

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

10800

5 WHAT ARE YOUR BUSINESS HOURS?

8:00 AM to 6:00 PM

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

YES

7	WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS? Provide your answer in number of DAYS after receipt of order (ARO). 45
8	ACCOUNT MANAGER NAME Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Evans Coleman
9	ACCOUNT MANAGER EMAIL evans.coleman@tdsynnex.com
10	ACCOUNT MANAGER PHONE (864) 305-7446
11	PAYMENT REMITTANCE ADDRESS Payments are sent directly to the Partners/Resellers
12	PAYMENT REMITTANCE PHONE
13	CONTRACT/PURCHASE ORDER/QUOTE EMAIL Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. No response
14	CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE If applicable, please provide a fax number to send orders and quote requests.
15	REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing. Contract number to receive a quote from the partner/reseller will be assigned upon award. The current contract to receive quotes is #R200803.
16	COMPANY WEBSITE ADDRESS, IF APPLICABLE https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/
17	HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY? In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal. We currently are awarded the OMNIA PARTNERS #R200803

1 8	REFERENCE 1 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number. Westwind Computers Lupe Montoya-VP Sales 5655 Jefferson St NE Suite B, Albuquerque, NM 87109 Main number: (505) 345-4720
1 9	REFERENCE 1 EMAIL lupe@wwpcinc.com
2 0	REFERENCE 2 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number. Crystal Palmer Technical Support Manager 540-245-5058 18 Government Center Lane Verona, VA 24482 United States
2 1	REFERENCE 2 EMAIL cpalmer@co.augusta.va.us
2 2	REFERENCE 3 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number. Troy Cole County of Montgomery, VA Information Technology Director (540) 394-2120 ext. 54098 755 Roanoke Street Suite 2B Christiansburg, VA 24073
2 3	REFERENCE 3 EMAIL coleta@montgomerycountyva.gov
2 4	THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED. South Carolina
2 5	RECIPROCITY For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank. No response
2 6	PARTIAL AWARD ACCEPTANCE REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors. ☒ I understand.
2 7	PURCHASE ORDER POLICY REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order. ☒ I understand.

28

ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☒ I understand.

29

Provide equipment manufacturer, equipment types and discounts off published list price.

TD SYNnex Corporation is a Fortune 100 broad-line computer products distributor with 11 warehouses and offices located nationwide. Our corporate line card has over 2,500 Original Equipment Manufacturers (OEM) listed in which we are their authorized distributor, providing distribution, logistics and marketing services in support of their respective product lines. Our OEM's rely on us to stock and support their 200,000+ products and solutions, but also to drive demand with Value Added Resellers (VARs) and Solution Providers, who in turn resell to end-user customers, both commercially and Public Sector based. We play a vital role at the center of the IT business partner's ecosystem by supporting our vendors – including well-known names in business to new and emerging companies, to help them bring their innovations to market and accelerate technology adoption. As an IT distributor, we make the connection between manufacturers and the reseller, providing a host of products and service.

30

Define any freight charges.

Region 4 ESC participating partners will receive free UPS and/or FedEx ground shipping for products that ship directly from a TD SYNnex distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, furniture/shelving, and other heavy/bulky items that require special delivery. Alternative carriers will be used for OCONUS (Outside the continental United States) shipments, to include Alaska, Hawaii, Canada, or any offshore delivery. Shipping cost will vary by order.

31

Describe how Offeror responds to emergency orders.

To the extent the orders are Defense Priority Allocation System, those will be handled in accordance with the Defense Priorities and Allocations System.

32

What is Offeror's average Fill Rate?

Currently, the TD SYNnex inventory fill rate is ~80%. TD SYNnex has recently incorporated a new automated tool which has increased our fill-rate by 65% from the closest warehouses. This has improved Service Level Agreements and returned higher customer satisfaction.

33

What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

TD SYNnex Logistics follows the "Five Rights": the right product, in the right condition, with the right quantity, delivered at the right time with the right documentation: On-time delivery is 98.5% depending on weather related issues. Warehouse order accuracy is 99.6% for same-day ship

34

Describe Offeror's return and restocking policy.

TD SYNnex has defined our return and restocking policy based on Return Types. They include 1) DOA/Defective Credit 2) Advance Swap 3) Damaged Shipments 4) Kit Returns 5) Stock Balance 6) TD SYNnex Errors 7) Manufacturer Exception Returns 8) Return Refusal and Discrepancy Policy. Details are found in Exhibit A.

3 5	Describe Offeror's ability to meet service and warranty needs. Services and warranties are offered both through OEMs and through the TD SYNEX ServiceSolv ecosystem of authorized service providers. This allows OMNIA Partner members to determine the best provider for their service and warranty needs. There is a ServiceSolv Brochure added under the "Response Attachment" tab "Other Attachments".
3 6	Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc. Customer Care offers post-sales product support including returns and RMA processing. Telephone: 800-237-8931 option 3 Email: CSHelp@tdsynnex.com; Core hours are 8AM to 5 PM EST with limited converge to 8PM EST. eRMA through EcExpress is available 24/7.
3 7	Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards. TD SYNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Authorized Resellers will handle all invoicing for OMNIA Partners member agency orders. Resellers will not invoice their agency customers until after the product has been shipped. TD SYNEX accepts procurement cards and there is no additional cost to OMNIA Partner member agencies for using this process. Authorized resellers will also be required to process p-card orders at no additional cost. TD SYNEX is also pleased to work with partners and end user customers to offer a customized or specific leasing or financing program that works best for them.
3 8	Describe Offeror's contract implementation/customer transition plan. TD SYNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNEX will require the reseller/partners to execute a new agreement stating the updated contract number.
3 9	Describe the financial condition of Offeror. TD SYNEX is in good financial standing. Reference the D&B Financial Analysis in "Response Attachments" Tab, "Other Attachments".
4 0	Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality. TD SYNEX has a Customer Care Website to address Product Return Guidelines: https://www.tdsynnex.com/na/us/td-synnex-customer-care/. For quoting, ordering and reporting, there is a website specifically assigned to OMNIA Partners: OMNIA Partners@tdsynnex.com
4 1	Describe the Offeror's safety record. TD SYNEX Total Case Incident rate (TCIR) in 2024 was 0.8909, our Lost Time Injury rates (LTI) frequency was 2.088 and LTI Severity was 0.095.
4 2	Provide a brief history of the Offeror, including year it was established and corporate office location. TD SYNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. Headquartered in Fremont, CA and Clearwater, FL, TD SYNEX is an industry leader in IT distribution with global operations.

4 3	Describe Offeror's reputation in the marketplace. The expertise of SYNEX has been recognized worldwide, with a range of accolades and awards. Our vendors, resellers and clients are proud to call us partners as we continue to support their business strategies with best-in-class technology and business solutions. TD SYNEX is #76 in the Fortune 500 Business Ratings: Some awards include: Corporate Citizenship Recognition including: 2025, 2024, 2023 & 2022 Fortune World's Most Admired Company; 2025, 2024, 2023 & 2022 Great Place to Work® Certified; 2023 CRN Women & Diversity in Channel Award; 2024 & 2023 CRN Inclusive Channel Leaders; Received a score of 100 on the Human Rights Campaign Foundation's; 2023-2024 Corporate Equality Index. Please refer to the Response Attachments tab "Other Attachments" to view the "Awards" document.
4 4	Describe Offeror's reputation of products and services in the marketplace. TD SYNEX Corporation is a Fortune 100 broad-line computer products distributor with an exceptional reputation delivering products and services globally. With over 2,500 Original Equipment Manufacturers (OEM) listed on our line card,
4 5	Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract. As a distributor, TD SYNEX will onboard our partners/resellers to the OMNIA contract and update the affiliate list on a monthly basis. All Authorized Reseller participation will be in accordance with the Terms and Conditions set forth in the OMNIA Master Agreement. TD SYNEX currently has over 500 "affiliates" utilizing the OMNIA Partners contract we currently hold and we verify compliance of our affiliates based on performance to the contract.
4 6	Describe the experience and qualifications of key employees. At TD SYNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts. We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.
4 7	Describe Offeror's experience working with the government sector. For over 30 years, TD SYNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.
4 8	Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors. None
4 9	Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements. TD SYNEX holds licenses State, Federal regulatory requirements within all 50 states.
5 0	Indicate if Offeror is licensed to do business in all 50 states. ☒ Yes ☐ No

5 1	Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. TD SYNEX is providing out entire line card of OEM's and their services. There are over 2,500 OEM's listed for access to all OMNIA Partner agencies to procure product and services from. We have uploaded our ServiceSolv line card under Response Attachments, and our OEM/Vendor line cards under the "Response Attachments" tab "Other Attachments".
5 2	Include a per diem rate. Contracts are Firm Fixed Price with No Per Diem offered.
5 3	For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is. There are no additional charges or a minimum charge of hours for outside of regular working hours.
5 4	Is pricing available for all products and services? Yes. Pricing and discounts are included in the response under the files uploaded "Products and Pricing". There is also a pricing and discount matrix assed to the "Response Attachments" tab under "Other Attachments" that outlines the TD SYNEX OEM's and their pricing discounts.
5 5	Describe any shipping charges (where applicable). Shipping charges are included in the price of the products unless there are additional circumstances involved such as overnight deliveries.
5 6	Provide pricing for warranties on all products and services. Warranties are included standard warranties applied from OEM's
5 7	Describe any return or restocking fees. As the distributor of manufacturer branded products, TD SYNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or restocking fees for returns. At a minimum, TD SYNEX agrees to a 30 day return policy for unopened product. Not all product lines are eligible for this return policy. Check with your TD SYNEX salesperson to verify specific eligibility.
5 8	Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc. TD SYNEX can offer special discounts and incentives on a case-by-case basis.
5 9	Describe how customers verify they are receiving Contract pricing. TD SYNEX has a defined quoting process for our authorized partner/resellers. These fees are based off the OMNIA contract catalog prices with the discounts included and will be quoted by a dedicated OMNIA contract quoting group.
6 0	Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. TD SYNEX does not expect the pricing structure to change, however as we receive new price files from the OEM's, the prices are updated in our database and reflected in the catalog quotes.
6 1	Describe how future product introductions will be priced and align with Contract pricing proposed. All discounts provided within this response will be valid for the contract duration. New products will be added at discounted rate per category as found in the "Response Attachments" tab, "Products and Pricing"

6 2	Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. TD SYNEX has a strong Diversity Alliance Program which includes partners in support of government agencies. Please find the Program Details in the "Response Attachments Tab", under "Other Attachments"
6 3	Minority Women Business Enterprise Certification If yes, list certifying agency. N/A
6 4	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification If yes, list certifying agency. N/A
6 5	Historically Underutilized Business (HUB) Certification If yes, list certifying agency. N/A
6 6	Historically Underutilized Business Zone Enterprise (HUBZone) Certification If yes, list certifying agency. N/A
6 7	Other recognized diversity certificate holder If yes, list certifying agency N/A
6 8	Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements. TD SYNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNEX will require the reseller/partners to execute a new agreement stating the updated contract number. TD SYNEX currently holds these cooperative agreements: • Equalis Group Technology Solutions R10-1173F; NCPA 01-170 Advanced Technology Solutions Aggregator; OMNIA Partners Cyber Security Solutions #R200803; PEPPM 2024 – Wholesaler Technology Catalog; Sourcewell 020624-SYN TD SYNEX will continue to promote the value of the OMNIA Partners contract, the number of supported agencies and resellers currently using the contract today.
6 9	Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. ☒ Yes ☐ No

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0**Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes

☐ No
7
1**Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes

☐ No
7
2**Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Randy Finley-Sr. Director Public Sector randy.finley@tdsynnex.com- • (800) 2378931 x4001887; Marketing: Melissa Tomberg, Sr. Marketing Program Manager, Melissa.Tomberg@tdsynnex.com, (800) 2378931 x4102582; Sales, Sales Support and Financial Reporting: OMNIA@TDSYNNEX.com; Financial Reporting: contracts@TDSYNNEX.com; Contracts: ContractsAdmin@tdsynnex.com;

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3**Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Public Sector organization consists of approximately 800 co-workers. TD SYNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

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4**Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

TD SYNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, similar to the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Please refer to the Public Sector Coverage Map under "Response Attachment" "Other Attachments" to see the coverage.

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Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract

administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. As we include the full TD SYNEX line card across all 50 states, the contract encompasses cross industry selling and support. Ongoing Contract Program Management Activities include, but are not limited to: • Training/webinars - initial and ongoing • Product Refresh - marketing and communication • Business Development-slip/gain report for both reseller and manufacturer • Business Development-monthly sales report to Manufacturer with email updates; • Quarterly Business Review for reseller (or as needed); • Quarterly Business Review for manufacturers • Identification of potential seasonal pricing (hot list) for the OMNIA Partners community • Quarterly Business Review webinar for reseller community • Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events • Maintenance of authorized reseller database with contact information • Contract reporting and Administrative fee payment to OMNIA Partners • Pricing updates as well as new product identification and submission. TD SYNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

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State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

TD SYNEX is a Distributor supporting 500+ current partners/resellers under the OMNIA Partners contract. These contacts will be provided the opportunity to transfer to the new contract to continue conducting business through the OMNIA Partners contract. TD SYNEX has enjoyed a very strong relationship with OMNIA Partners current contract and look forward to conducting business under the new contract. The Top 10 partners/resellers that have sold through the OMNIA contract are: Reseller Agency Totals UPSTATE WHOLESALE SUPPLY INC, DBA BRITE \$ 5,097,023.00 BLUEALLY TECHNOLOGY SOLUTIONS, LLC \$ 2,537,441.43 COMPULINK TECHNOLOGIES INC. \$ 2,478,988.24 COMPUTERS AT WORK INC \$ 2,171,420.61 RAJ SOMAS (NYC FISA) \$ 1,591,475.10 SENTINEL TECHNOLOGIES \$ 1,143,204.86 CS BUSINESS SYSTEMS \$ 1,052,039.10 FLAGLER TECHNOLOGIES LLC \$ 1,027,837.60 COMPUTACENTER UNITED STATES INC. \$ 993,348.56 TRACE3, LLC \$ 975,332.54

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Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



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Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



79	Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
80	Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance. ☒ Yes
81	Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☒ Yes
82	Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance. ☒ Yes
83	Products/Pricing - Upload on Response Attachments Tab i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information - o Provide equipment manufacturer, equipment types and discount off published list price. - o Define any freight charges. - o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. - o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

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Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

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Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

TD SYNEX has 11 Distribution Facilities and Warehouses across the U.S. The total square footage is 4,758,605.

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Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,

to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Executive Leadership will promote the award of the OMNIA Partners contract during OEM and partner calls and promote recruitment of Dealers using the Public Sector Contract Specialists dedicated to assist in onboarding new partners/resellers. Internal messaging will include Webinars and marketing tools for the sales force access via the Website.

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Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective

Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

First 90 Days Upon award, communicate to vendor and internal Product Management/Business Development teams. Develop contract terms and conditions statement, pricing calculator, and published contract price file. Review administrative requirements. Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation. Social Media awareness campaign to direct customers to our website. Determine manufacturer's strategy and reseller engagement. Establish reseller qualifiers, sales minimums, agreement. Review contract requirements with authorized resellers. Review required business plan/marketing plan from authorized resellers. Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers. Where applicable, conduct joint road shows to promote/train. Publish TD SYNEX Corporation press release. Provide marketing collateral for resellers. Reseller call campaign to reach out to partners to inform them of the contract. Dealer visits from our Account Managers to evangelize the contract. Dealer Partner live webinar series. "Educate and Inform" stage to ensure reseller customers are aware of the contract. Conference calls and webinars to inform reseller customers of OMNIA Partners. Trade shows, events, and virtual events. Government Navigator business intelligence tool to help Dealer partners uncover opportunities. Email campaign at the Account Manager level. OMNIA Direct line 800-237-8931 toll free

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GENERAL TERMS AND CONDITIONS

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☒ I certify compliance with this attribute.

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DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☒ I certify compliance with this attribute.

9
0**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

9
1**NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

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2**CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

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3**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
 - *the value of the contract cannot be determined at the time the contract is executed; and*
 - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☒ I certify compliance with this attribute.

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☒ I certify compliance with this attribute.

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6**ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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7**FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

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8**FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

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9**ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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0**CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ OPTION A - No proprietary information

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

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3**CONTRACTING INFORMATION**

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

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4**ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms 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 have 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 have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have 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.

☒ I certify compliance with this attribute.

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5**FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

☒ I certify compliance with this attribute.

106 FEDERAL RULE (B) - TERMINATION CONDITIONS

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

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

107 FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) 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."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

108 FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

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

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.

109 FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.

110 FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

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3** **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

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

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

☒ I certify compliance with this attribute.

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4** **FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

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5**FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

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6**FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has 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, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

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

☒ I certify compliance with this attribute.

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7**FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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

☒ I certify compliance with this attribute.

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8** **FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

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9** **FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

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0** **FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

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1** **APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

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2** **COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☒ I certify compliance with this attribute.

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3**INDEMNIFICATION****Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

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4**EXCESS OBLIGATIONS PROHIBITED**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

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5**SUSPENSION AND DEBARMENT**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

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CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☒ I certify compliance with this attribute.

**Response to Request for Proposal
Solicitation Number 25-03
Cyber Security Solutions
By
Region 4 Education Service Center
In Partnership with
OMNIA Partners, Public Sector**



Prepared By
TD SYNnex Corporation
39 Pelham Ridge Drive, Greenville, SC 29615
April 23, 2025



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 25-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions

SUBMITTAL DEADLINE: Thursday, April 17, 2025, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No.1 is hereby issued as follows:

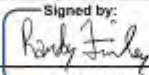
1. **Questions Deadline:** The deadline for receipt of questions this RFP is hereby changed in the Calendar of Events to from Friday, March 28, 2025 to the date & time below:

- Thursday, March 27, 2025 @ 5:00 PM Central Time

This date aligns with Region 4 ESC's Procurement System, IONWAVE.

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNnex
Contact Person Randy Finley
Signature 
Date Apr 9, 2025 12:54:53 EDT

Crystal Wallace, CTSBS
Region 4 Education Service Center
Procurement Contract Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 25-03

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Cyber Security Solutions

This Addendum No. 2 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. SUBMITTAL DEADLINE: THURSDAY, APRIL 24, 2025, 2:00 PM CENTRAL TIME

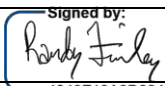
ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

RECEIPT OF ADDENDUM NO. 2 **ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNnex

Contact Person Randy Finley

Signature 
Signed by: 4349F10A8D89442...

Date Apr 18, 2025 | 12:57:22 EDT

Crystal Wallace
Region 4 Education Service Center Procurement
Contract Specialist

Cyber Security Solutions
Solicitation Number 25-03
Addendum No. 2

Page 1 of 1

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

April 22, 2025

Region 4 Education Service Center

7145 West Tidwell Rd.

Houston, TX 77092

In Partnership with Omnia Partners

5001 Aspen Grove Dr.

Franklin, TN 37067

Re: **Region 4 Education Service Center and Omnia Partners RFP #25-03 for Cyber Security Solutions**

Dear Sir/Madam:

TD SYNnex Corporation appreciates the opportunity to propose an innovative program utilizing our tier-one OEM solutions, authorized reseller/integrator partners, and world-class program management. This document, along with the materials listed in Appendix A, represents our formal response to this RFP. Our response does not contain any proprietary information.

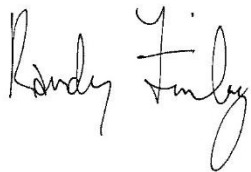
TD SYNnex Corporation is pleased to offer Region 4 Education Service Center (ESC) member agencies, in partnership with Omnia Partners, access to the full line of Palo Alto Networks products. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transformative technology. Their mission is to be the cybersecurity partner of choice, protecting the digital way of life.

Additionally, TD SYNnex Corporation offers Region 4 ESC member agencies, in partnership with Omnia Partners, access to over 2,500 original IT manufacturers, providing comprehensive advanced technology solutions through the Omnia Partners contract without the need for multiple contracts.

The TD SYNnex team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners.

We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Sincerely,



Randy Finley

Senior Director

Public Sector Business Development

TD SYNnex Corporation

39 Pelham Ridge Drive

Greenville, South Carolina 29615

(510) 402-7058

randy.finley@tdsynnex.com

Additional Attachments In the Portal

1. TD SYNnex Public Sector Business Development Team Coverage Map 20250311.pdf
2. TD Synnex-2023-corporate-citizenship-report.pdf
3. D&B_TD SYNnex CORPORATION_03.27.2025.pdf
4. TD SYNnex Public Sector Diversity Alliance Program - For Resellers.pdf
5. ServiceSolv-Company-Line-Card.pdf
6. Palo Alto Networks Company Overview.pdf
7. Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf
8. 2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf
9. TD SYNnex Marketing Plan.pdf
10. TD SYNnex response - Awards.docx
11. TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf
12. ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf
13. 25-03 Cyber Security Solutions Addendum 1.pdf
14. Cover Letter and Exhibit A Response

APPENDIX B



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACTS

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

- A. Driving speed to market to reach Public Agencies through process innovation
- B. Encouraging competitive manufacturer offerings
- C. Providing enhanced data driven analytics to suppliers and manufacturers
- D. Identifying participant engagement opportunities for Suppliers and manufactures

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

[REDACTED]

1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
- ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
- iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iv. Design, publication and distribution of co-branded marketing materials within first 90 days
- v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
- vii. Dedicated OMNIA Partners page on Supplier's website with:
 - OMNIA Partners standard logo.
 - Copy of original Request for Proposal.
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
 - Summary of Products and pricing.
 - Marketing Materials
 - Electronic link to OMNIA Partners' website.
 - A dedicated toll-free number and email address for OMNIA Partners

The 90-Day Plan is outlined in Section 3.3, Vendor Response below, plus there is a copy uploaded of our Marketing Plan provided under the "Response Attachments" tab. TD Synnex currently holds an OMNIA Partners contract award #R200803 which has been very successful for both companies. As part of the award, TD SYNnex has met all the above requirements. The TD SYNnex OMNIA Partners contract currently has over 2,500 OEM's listed through TD SYNnex. The current URL for the contract found on the TD SYNnex main contracts page is: [OMNIA Partners – TD SYNnex Public Sector](#).

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNnex shares our logo with OMNIA Partners today and enjoys full marketing rights for communications and promotions. We also suggest to our customer partners to display the OMNIA logo at trade show events, on presentations and their marketing events and campaigns.

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies.

Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide.

Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process.

1.6 Objectives of Cooperative Program

Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to

OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

TD SYNnex has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNnex Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNnex and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors.

Headquartered in Fremont, CA and Clearwater, FL, TD SYNnex is an industry leader in IT distribution with global operations. TD SYNnex is listed on the New York Stock Exchange (NYSE: SNX) and is ranked #64 on the 2023 Fortune 500. TD SYNnex has built upon its core distribution business to create a highly efficient hybrid model that provides customers with a wide range of solutions and value-added services. A publicly-traded corporation on the New York Stock Exchange (SNX), TD SYNnex is a global business process services company, providing outsourcing services in IT distribution, contract assembly, logistics management, and more to resellers and original equipment manufacturers (OEMs) around the world. TD SYNnex distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNnex Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. TD SYNnex Public Sector has been exclusively focused on the Public Sector, including higher education customers, since 1991.

The Public Sector organization consists of approximately 800 co-workers. TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

B. Total number and location of salespersons employed by Supplier.

The Public Sector organization consists of approximately 800 co-workers focused on the OMNIA contract. TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal.

TD SYNnex Office Facilities:

- Fremont, CA (44201 Nobel Drive, Fremont, CA 94538)
- Clearwater, FL (16202 Bay Vista Drive, Clearwater, FL 33760)

- Greenville, SC (39 Pelham Ridge Drive, Greenville, SC 29615)
- Herndon, VA (DLT Solutions, 2411 Dulles Corner Park #800, Herndon, VA 20171)
- Gilbert, AZ (410 E Rivulon Blvd, Suite 201, Gilbert, AZ 85295)

C. Number and location of support centers (if applicable) and location of corporate office.

TD SYNnex main headquarters is in Fremont, CA and Clearwater, FL, TD SYNnex is an industry leader in IT distribution with global operations.

TD SYNnex' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge based sales consultants. We have over 1 million square feet of warehouse space across 11 distribution centers, located strategically throughout the United States.

TD SYNnex offers:

- Proven distribution, logistics and product management processes
- Excellent past performance in the Public Sector market
- A national presence and nationwide distribution network
- ISO 9001-certified supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan (available upon request)
- Customs-Trade Partnership Against Terrorism (C-TPAT) Certified
- Membership in Transported Asset Protection Association (TAPA)
- Experienced government contractor with both Federal and State contracts
- A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.

TD SYNnex Distribution Centers:

- | | |
|------------------------|--------------------------|
| • Chino, California | • South Bend, Indiana |
| • Fontana, California | • Southaven, Mississippi |
| • Tracy, California | • Swedesboro, New Jersey |
| • Miami, Florida | • Columbus, Ohio |
| • Suwanee, Georgia | • Fort Worth, Texas. |
| • Romeoville, Illinois | |

TD SYNnex North American Operational Footprint



D. Annual sales for the three previous fiscal years.

TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

TD SYNnex Public Sector fiscal year 2022 public sector sales were in excess of \$11.2 Billion (18.0% of overall company revenue):

- Education \$4 Billion
- State/Local government \$3.3 Billion
- Federal \$3.9 Billion

TD SYNnex Public Sector fiscal year 2023 public sector sales were in excess of \$11.6 Billion (20.2% of overall company revenue):

- Education \$3.9 Billion
- State/Local government \$3.5 Billion
- Federal \$4.0 Billion

TD SYNnex Public Sector fiscal year 2024 public sector sales were in excess of \$12.5 Billion (21.4% of overall company revenue):

- Education \$4.5 Billion
- State/Local government \$4.1 Billion
- Federal \$3.9 Billion

TD SYNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year.

FY 2022	\$62,343,800,000.00
FY 2023	\$57,555,400,000.00
FY 2024	\$58,452,400,000.00

a. Submit FEIN and Dunn & Bradstreet report.

TD SYNEX FEIN is 94-2703333

D&B Financial report is below, and a .pdf of the report has been attached in the “Response Attachments Tab, “Other Attachments”.

LIVE REPORT

TD SYNnex CORPORATION

Trademarks: TD SYNnex-1

ACTIVE HEADQUARTERS

D-U-N-S Number: 05-599-1053
Phone: +1 510 668 3400

Address: 44201 Nobel Dr, Fremont, CA, 94538, United States Of America

Web: www.tdsynnex.com

Endorsement: nelita.faraon@tdsynnex.com

Exclude from Portfolio Insight: No

Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	70	15 Days Beyond Terms
Delinquency Score	↑	77	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	23	Moderate to High Risk of severe financial stress.
D&B Viability Rating		1 2 3 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	US\$ 50,000,000 and over in Net Worth or Equity, Moderate Risk

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Account Status	Folders
--------------	-------------------	-----------------------	--------------------------	----------------	----------------	---------



There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.

ALL APPLICATIONS

Totals

Total Requested Amount

Total Credit Limit

Application Level Detail

Application Name

Application Status

Date Created

Date Disbursed

Requested Amount

Credit Limit

✎

There are no applications associated with this D-U-N-S. Create an application to view summary.

COMPANY PROFILE ⓘ

D-U-N-S

(15-589-1191)

Mailing Address

UNITED STATES

Annual Sales

\$8,452,486,000 (1000)

Legal Form

LLC

Telephone

(1519) 653-3491

Net Worth

\$113,429,000

History Record

Class

Website

www.baylands.com

Employees

18,600/190 fulltime

Date Incorporated

9/9/2003

Present Control Succeeded

1988

Age (Year Started)

42 Years (1980)

State of Incorporation

ILLINOIS

Named Principal

Patrick Zimmie, PRES-CEO

Ownership

Public (SUSPENDED)

Line of Business

Real Estate Management

SIC

5300

NAICS

440000

Map

Costco Wholesale

ALBRAE

BAYLANDS

Cushing Pkwy

EA

Test

Street Address:

44201 Nobel Dr

Albion, CA, 94538

United States Of America

OVERALL BUSINESS RISK ⓘ

Dun & Bradstreet thinks...

Stable

Stable (SUSPENDED)

MODERATE

Low Potential For Severe Delinquency

LOW

Overall assessment of this organization over the next 12 months:

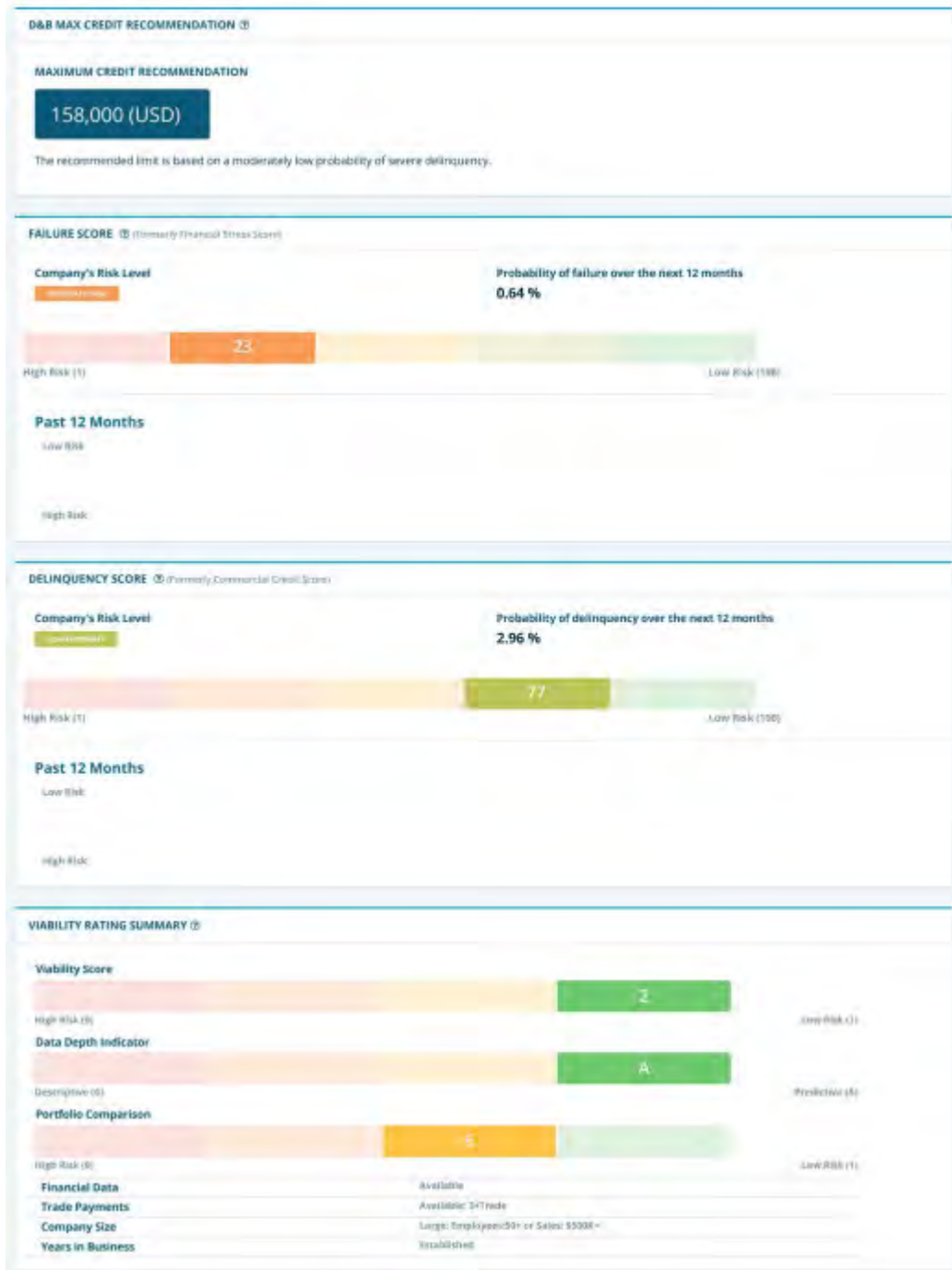
Stable Condition Due To Large Business Size

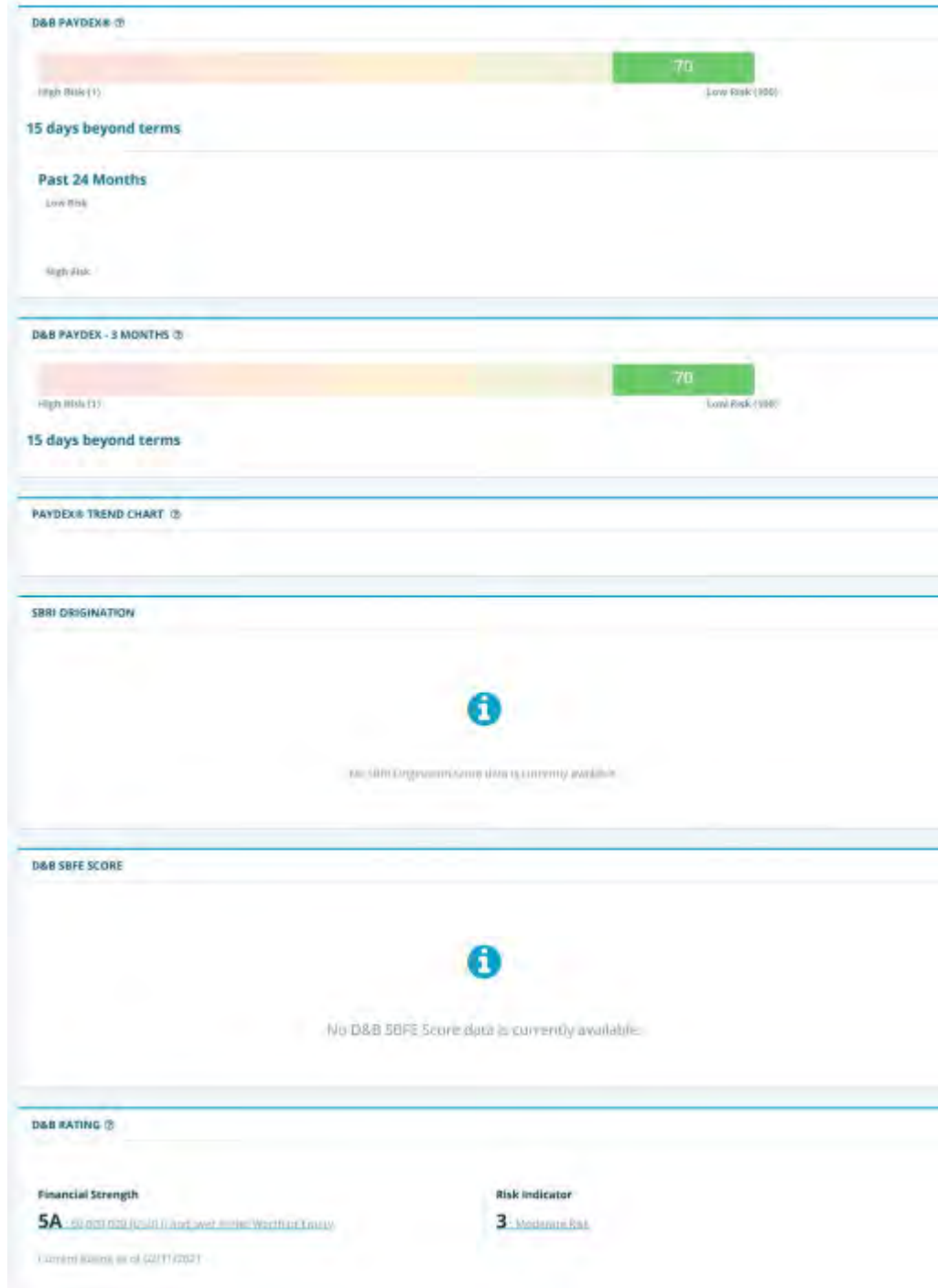
Based on the predicted risk of business discontinuation:

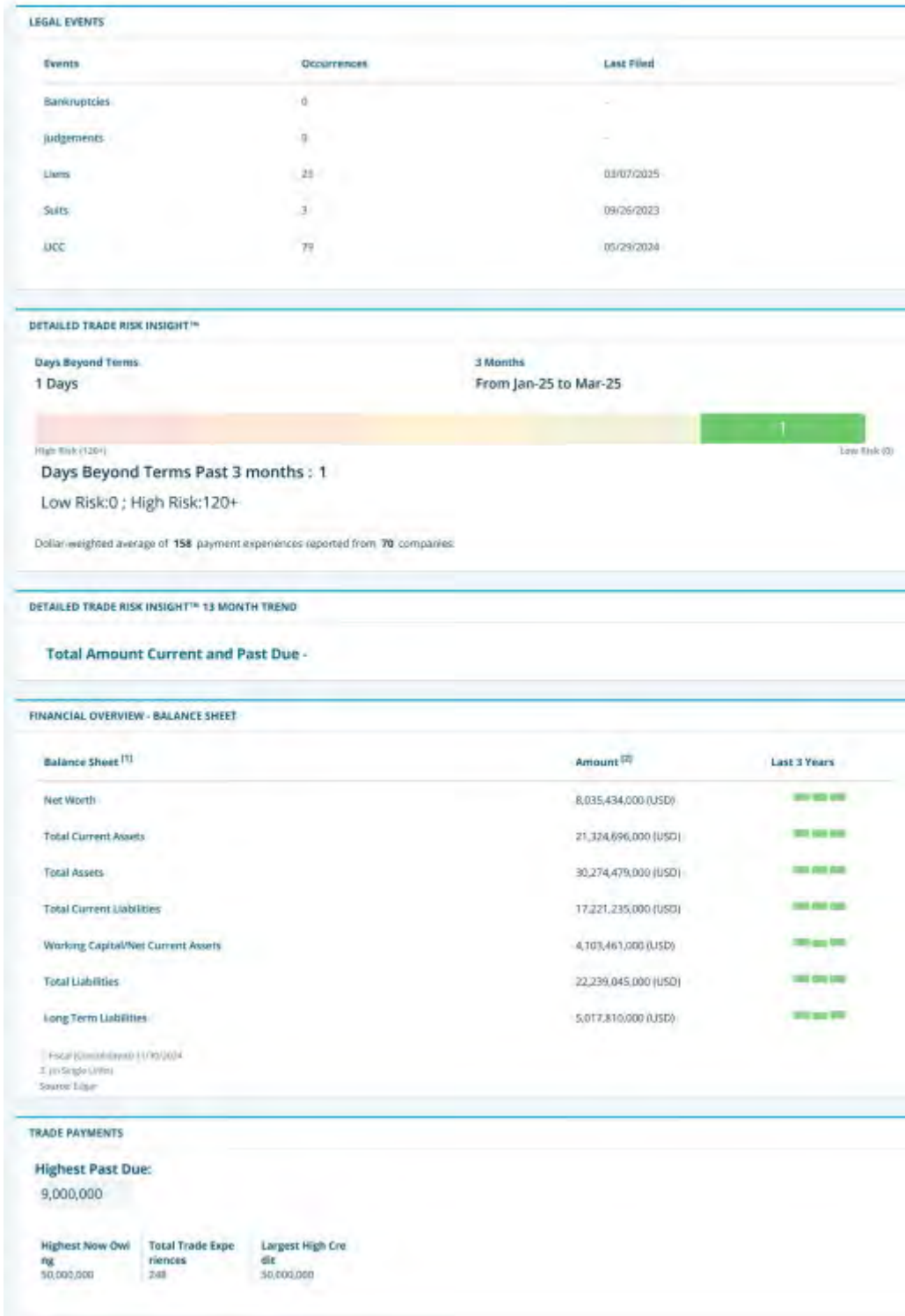
Exhibiting Some Financial Stress

Based on the predicted risk of severely delinquent payments:

Low Potential For Severely Delinquent Payments







FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss ^[1]	Amount ^[2]	Last 3 Years
Sales	58,452,436,000 (USD)	2017-2019: 58.45B
EBIT	1,185,403,000 (USD)	2017-2019: 1.19B
EBITDA	1,593,025,000 (USD)	2017-2019: 1.59B
Net Income	689,091,000 (USD)	2017-2019: 689M

1. From Consolidated Financials

2. In Single Units

Source: Enigma

OWNERSHIP

Subsidiaries	Branches	Total Members
32	30	420

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	TD SYNnex Corporation	TD SYNnex Corporation
Country	United States	United States
D-U-N-S	05-599-1053	05-599-1053
Others	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Current Ratio	1.24
Quick Ratio	0.72
Current Liabilities/Net Worth	2.14
Sales to Net Working Capital	14.24
Interest Coverage	3.71
Debt to Equity	2.77

Source: Enigma

ALERTS 



There are no alerts for this D-U-N-S Number.

NEWS

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD Synnex Shares Drop 17% After Earnings Report Misses Expectations | [Index Box](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Gold Gains Over 1% TD SYNnex Shares Plunge After Downturn Begins | [Benzinga](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD Synnex Stock Sinks as Expenses Increase | [Yahoo! Finance](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD Synnex Stock Sinks as Expenses Increase | [Investopedia](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Sector Update: Tech Stocks Decline Premarket Thursday | [Fidelity](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD SYNnex (NYSE:SNX) Misses Q1 Sales Targets, Stock Drops | [Yahoo! Finance](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS, MERGER AND ACQUISITION

Got \$5,000? Is it Better to Buy and Hold Bitcoin or Ethereum? | [FlipItMoney -Flips](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

3 Smart Cryptos to Buy in a Market Crash | [FlipItMoney -Flips](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

US attractive, but capital may shift due to 'America First' policies | [FlipItMoney -Flips](#) | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Hardware Home Innovation announces demerger and amalgamation scheme | [FlipItMoney -Flips](#) | 03/27/2025

NOTES

Add Note



No notes are available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT



United States Of America

The US has expanded its list of Canadian and Mexican goods exempted from import tariffs, giving mixed signals to other economies about its policy direction.

Risk Category

High Risk

Low

Low Risk

Available Reports

Country Insight Report (CIR) ⓘ

Country Insight Snapshot (CIS) ⓘ

Current Publication Date: 03/17/2025

Current Publication Date: 03/17/2025

STOCK PERFORMANCE

History

Daily High
52-Week High

Performance

P/E:
EPS:
Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment, relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

Lowest Risk

Moderately Low Risk

Moderate Risk

Moderately High Risk

Highest Risk

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION DUE TO LARGE BUSINESS SIZE**
- Based on the predicted risk of business discontinuation: **EXHIBITING SOME FINANCIAL STRESS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

158,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 2 have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked 2: **4 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

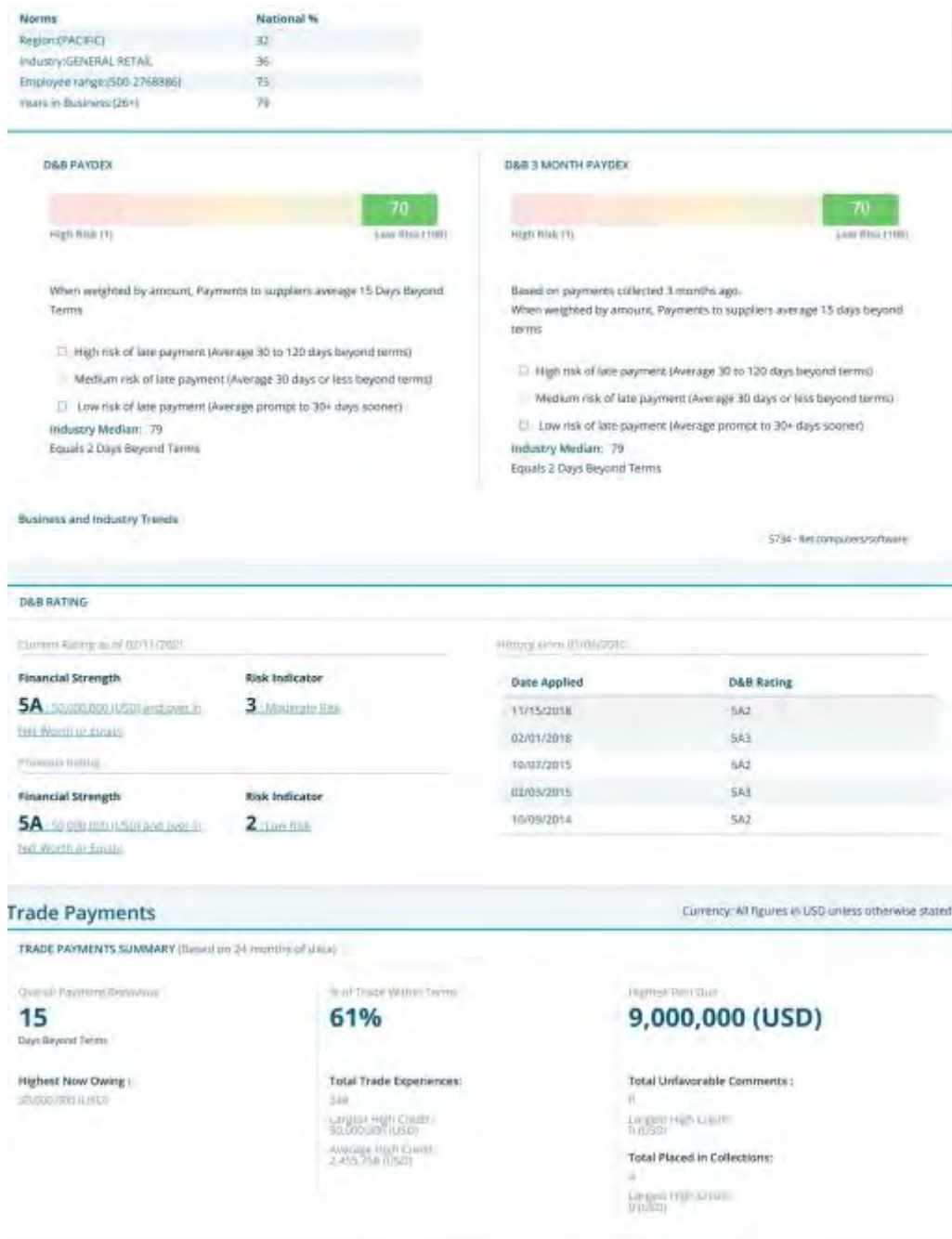
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate Risk**
- Businesses ranked 6 within this model segment have a probability of becoming no longer viable: **0.7 %**
- Percentage of businesses ranked 6 with this model segment: **8 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

TDS Response to RFP Solicitation 25-03 Region 4 OMNIA

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2711 - Newspaper-print/publ	1	15,000	100	0	0	0	0
2759 - Misc coml printing	1	2,500	0	0	0	100	0
2731 - Books-print/publish	1	750	0	100	0	0	0
2741 - Misc publishing	1	100	0	0	0	0	100
*30 - Rubber and Miscellaneous Plastics Products	3	1,000,000	100	0	0	0	0
3069 - Mfg misc plastic prod	3	1,000,000	100	0	0	0	0
*35 - Industrial and Commercial Machinery and Computer Equipment	18	50,000,000	88	4	4	0	4
3572 - Mfg computer storage	8	50,000,000	100	0	0	0	0
3571 - Mfg computers	5	50,000,000	57	0	21	1	21
3577 - Mfg comp peripherals	2	5,000,000	81	19	0	0	0
3579 - Mfg misc office eqpt	2	600,000	100	0	0	0	0
3564 - Mfg blowers/fans	1	5,000	100	0	0	0	0
*36 - Electronic and other electrical equipment and components except computer equipment	8	50,000,000	50	33	0	0	17
3663 - Mfg broadcasting equip	2	50,000,000	50	49	0	0	1
3651 - Mfg audio/video equip	2	40,000,000	99	1	0	0	0
3679 - Mfg elect components	1	2,000,000	50	50	0	0	0
3674 - Mfg semiconductors	1	100,000	50	50	0	0	0
3678 - Mfg elect connectors	1	7,500	0	0	0	0	100
3625 - Mfg relays/controls	1	5,000	50	50	0	0	0
*38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	3	500,000	94	0	0	0	6
3841 - Mfg medical instrmnt	2	500,000	86	0	0	0	12
3861 - Mfg photograph equip	1	80,000	100	0	0	0	0
*42 - Motor Freight Transportation and Warehousing	17	1,000,000	40	4	1	30	1

4213 - Trucking non-local	16	1,000,000	70	17	2	10	1
4214 - Local truck w/storage	1	25,000	50	0	0	50	0
*47 - Transportation Services	11	800,000	50	50	0	0	0
4731 - Arrange cargo transpt.	11	800,000	50	50	0	0	0
*48 - Communications	16	250,000	67	0	0	33	0
4813 - Telephone communictns	11	100,000	100	0	0	0	0
4812 - Radiotelephone commun	4	250,000	100	0	0	0	0
4833 - Television station	1	750	0	0	0	100	0
*49 - Electric, Gas and Sanitary Services	8	200,000	100	0	0	0	0
4911 - Electric services	8	200,000	100	0	0	0	0
*50 - Wholesale Trade - Durable Goods	29	50,000,000	59	26	1	8	6
5045 - Whol computers/softwr	10	5,000,000	31	9	6	4	0
5085 - Whol industrial suppl	7	300,000	57	43	0	0	0
5065 - Whol electronic parts	5	50,000,000	55	45	0	0	0
5064 - Whol appliances	2	20,000,000	92	8	0	0	0
5099 - Whol durable goods	2	80,000	38	50	0	12	0
5084 - Whol industrial equip	1	2,500	50	0	0	0	50
5083 - Whol electrical equip	1	2,500	50	0	0	50	0
5094 - Whol jewelry	1	500	50	50	0	0	0
*51 - Wholesale Trade - Nondurable Goods	12	2,000,000	71	4	4	0	20
5199 - Whol nondurable goods	9	2,000,000	99	1	0	0	0
5113 - Whol service paper	3	2,500	58	21	21	0	0
5149 - Whol groceries	1	25,000	100	0	0	0	0
5141 - Whol general grocery	1	10,000	100	0	0	0	0
5112 - Whol office supplies	1	2,500	0	0	0	0	100
*55 - Automotive Dealers and Gasoline Service Stations	1	55,000	100	0	0	0	0
5511 - Ret new/used autos	1	55,000	100	0	0	0	0

*57 - Home Furniture Furnishings and Equipment Stores	1	65,000	50	0	50	0	0
5734 - Ret computer/software	1	65,000	50	0	50	0	0
*59 - Miscellaneous Retail	3	80,000	67	17	17	0	0
5948 - Ret luggage/leather	1	80,000	100	0	0	0	0
5999 - Ret misc merchandise	1	35,000	0	50	50	0	0
5961 - Ret mail-order house	1	20,000	100	0	0	0	0
*60 - Depository Institutions	3	5,000	100	0	0	0	0
6021 - Natnl commercial bank	3	5,000	100	0	0	0	0
*61 - Nondepository Credit Institutions	6	1,000,000	100	0	0	0	0
6153 - Short-term busn credit	6	1,000,000	100	0	0	0	0
*70 - Hotels Rooming Houses Camps and other Lodging Places	1	800,000	0	50	50	0	0
7011 - Hotel/motel operation	1	800,000	0	50	50	0	0
*73 - Business Services	40	5,000,000	50	10	14	13	13
7371 - Custom programming	8	5,000,000	99	1	0	0	0
7361 - Employment agency	8	800,000	58	42	0	0	0
7372 - Prepackaged software	6	2,000,000	82	18	0	0	0
7381 - Detective/guard svcs	5	100,000	100	0	0	0	0
7363 - Help supply service	4	100,000	51	2	0	0	47
7389 - Misc business service	3	750,000	61	0	0	39	0
7353 - Hvy const eqpt rental	2	7,500	0	50	50	0	0
7373 - Computer system design	1	300,000	0	0	0	0	100
7379 - Misc computer service	1	250,000	50	0	50	0	0
7359 - Misc equipment rental	1	200,000	50	0	50	0	0
7374 - Data processing svcs	1	1,000	0	0	0	100	0
*75 - Automotive Repair, Services and Parking	1	2,500	50	50	0	0	0
7514 - Passenger car rental	1	2,500	50	50	0	0	0

83 - Social Services	1	2,500	100	0	0	0	0
8322 - Family social service	1	2,500	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	7	20,000	28	33	0	33	5
8742 - Management consulting	5	2,500	84	0	0	0	16
8748 - Business consulting	1	20,000	0	100	0	0	0
8734 - Testing laboratory	1	5,000	0	0	0	100	0
91 - Executive Legislative and General Government except Finance	1	7,500	100	0	0	0	0
9111 - Executive office	1	7,500	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	8	100,000	100	0	0	0	0
9311 - Public finance	8	100,000	100	0	0	0	0
99 - Nonclassifiable Establishments	18	50,000,000	75	25	0	0	0
9999 - Nonclassified	18	50,000,000	75	25	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/25	Pays Promptly	-	5,000,000	2,000,000	0	1
03/25	Pays Promptly	-	20,000	0	0	Between 2 and 3 Months
03/25	Pays Promptly	-	2,500	750	0	1
03/25	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
03/25	Pays Promptly	-	1,000	0	0	1
03/25	Pays Prompt to Slow 120+	-	15,000	0	0	Between 6 and 12 Months
03/25	Pays Slow 30-90+	-	25,000	0	0	Between 4 and 5 Months
03/25	Pays Slow 90+	-	100,000	7,500	5,000	1
03/25	Pays Slow 30-90+	-	10,000	2,500	1,000	1
02/25	Pays Promptly	-	40,000,000	8,000,000	0	1
02/25	Pays Promptly	-	20,000,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	2,000,000	1,000,000	2,500	1
02/25	Pays Promptly	-	1,000,000	750,000	0	1
02/25	Pays Promptly	-	1,000,000	1,000,000	0	1
02/25	Pays Promptly	-	750,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	250,000	250,000	0	1
02/25	Pays Promptly	-	250,000	100,000	10,000	1
02/25	Pays Promptly	-	200,000	250	0	1
02/25	Pays Promptly	-	200,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	100,000	85,000	0	1
02/25	Pays Promptly	-	90,000	25,000	0	1
02/25	Pays Promptly	-	85,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	N/A	80,000	0	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/25	Pays Promptly	-	45,000	10,000	0	1
02/25	Pays Promptly	N/A	35,000	35,000	1,000	1
02/25	Pays Promptly	-	20,000	7,500	0	1
02/25	Pays Promptly	N/A	15,000	15,000	7,500	1
02/25	Pays Promptly	-	7,500	7,500	0	1
02/25	Pays Promptly	-	7,500	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	5,000	2,500	0	1
02/25	Pays Promptly	N/A	5,000	5,000	5,000	1
02/25	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	2,500	250	0	1
02/25	Pays Promptly	-	2,500	2,500	1,000	1
02/25	Pays Promptly	-	2,500	500	0	1
02/25	Pays Promptly	N/A	2,500	0	0	1
02/25	Pays Promptly	-	2,500	2,500	0	1
02/25	Pays Promptly	-	2,500	1,000	0	1
02/25	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	1,000	1,000	0	1
02/25	Pays Promptly	-	750	750	0	1
02/25	Pays Promptly	-	500	0	0	1
02/25	Pays Promptly	-	250	250	0	1
02/25	Pays Promptly	-	250	0	0	1
02/25	Pays Promptly	-	0	0	0	1
02/25	Pays Prompt to Slow 30+	-	50,000,000	80,000,000	5,000,000	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	1,000,000	200,000	1
02/25	Pays Prompt to Slow 30+	-	4,000,000	700,000	0	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	0	0	1
02/25	Pays Prompt to Slow 30+	-	700,000	400,000	100,000	1
02/25	Pays Prompt to Slow 30+	-	500,000	100,000	0	1
02/25	Pays Prompt to Slow 30+	-	80,000	45,000	0	1
02/25	Pays Prompt to Slow 30+	-	25,000	0	0	Between 4 and 5 Months
02/25	Pays Prompt to Slow 30+	N/A	10,000	5,000	5,000	1
02/25	Pays Prompt to Slow 30+	-	2,500	2,500	1,000	1
02/25	Pays Prompt to Slow 45+	-	100,000	100,000	50,000	1
02/25	Pays Prompt to Slow 45+	-	5,000	0	0	Between 2 and 3 Months
02/25	Pays Prompt to Slow 60+	N/A	250,000	70,000	70,000	1
02/25	Pays Prompt to Slow 60+	-	250,000	200,000	30,000	1
02/25	Pays Prompt to Slow 60+	N/A	200,000	25,000	10,000	1
02/25	Pays Prompt to Slow 60+	-	30,000	5,000	0	1
02/25	Pays Prompt to Slow 60+	-	10,000	750	0	1
02/25	Pays Prompt to Slow 60+	-	2,500	1,000	500	1
02/25	Pays Prompt to Slow 90+	-	2,500	0	0	1
02/25	Pays Prompt to Slow 120+	-	2,500	250	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/25	Pays Slow 30+	-	70,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30+	-	10,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30-60+	-	5,000	0	0	Between 4 and 5 Months
02/25	Pays Slow 50+	-	95,000	30,000	30,000	Between 2 and 3 Months
02/25	Pays Slow 45-80+	N90	2,500	2,500	2,500	-
02/25	Pays Slow 90+	-	1,000,000	900,000	900,000	-
02/25	Pays Slow 90+	-	5,000	5,000	5,000	Between 4 and 5 Months
02/25	Pays Slow 120+	-	50	50	50	-
02/25	Pays Slow 30-150+	-	1,000	1,000	1,000	Between 4 and 5 Months
01/25	Pays Slow 30+	-	1,000	1,000	1,000	-
01/25	Pays Slow 50-60+	-	33,000	35,000	35,000	-
12/24	Pays Slow 120+	-	250	250	250	-
12/24	Pays Slow 120+	-	0	0	0	Between 6 and 12 Months
05/24	Pays Prompt to Slow 180+	-	5,000	2,000	2,500	Between 6 and 12 Months
05/24	Placed for collection	-	0	250	250	-

Cash experiences	17	1,900 (USD)
Payment record unknown	1	7,500 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	4	0 (USD)
Total in D&B's file	248	345,187,750 (USD)

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0	23	3	79
Latest Filing: -	Latest Filing: -	Latest Filing: 04/27/2025	Latest Filing: 06/04/2023	Latest Filing: 05/24/2024

Filing Date	03/07/2025
Filing Number	1548342501688
Status	Open
Date Status Attained	03/07/2025

Received Date	03/10/2025
Debtors	TD SYNEX CORPORATION
Creditors	STATE OF MINNESOTA, COMMISSIONER OF REVENUE
Court	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Lien - Tax Lien	
Filing Date	12/20/2024
Filing Number	2412200272
status	Open
Date Status Attained	12/20/2024
Received Date	02/27/2025
Amount	109,409 (USD)
Debtors	TOSYNEX CORPORATION, CLEARWATER, FL
Creditors	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA
Lien - Tax Lien	
Filing Date	12/18/2024
Filing Number	U240096886740
status	Open
Date Status Attained	12/18/2024
Received Date	12/22/2024
Debtors	TOSYNEX CORPORATION, CLEARWATER, FL
Creditors	EMPLOYMENT DEVELOPMENT DEPARTMENT, SACRAMENTO, CA
Court	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Lien - Tax Lien	
Filing Date	10/11/2024
Filing Number	24JG075884
status	Open
Date Status Attained	10/11/2024
Received Date	11/26/2024
Amount	3,592 (USD)
Debtors	TD SYNEX CORPORATION
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH
Lien - Tax Lien	
Filing Date	09/16/2024

Filing Number	202409160095992
status	Open
Date Status Attained	09/16/2024
Received Date	10/24/2024
Amount	1,153 (USD)
Debtors	SYNNEX CORPORATION, GROVE CITY, OH
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY RECORDER OF DEEDS, COLUMBUS, OH
Lien - Tax Lien	
Filing Date	08/21/2024
Filing Number	DJ 097182 24
status	Open
Date Status Attained	08/21/2024
Received Date	10/29/2024
Amount	45,239 (USD)
Debtors	TD SYNnex CORPORATION, CLEARWATER, FL
Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ
Lien - Tax Lien	
Filing Date	07/25/2024
Filing Number	DJ 084798 24
status	Open
Date Status Attained	07/25/2024
Received Date	10/25/2024
Amount	13,871 (USD)
Debtors	TD SYNnex CORPORATION, CLEARWATER, FL
Creditors	DIV OF TAXATION
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ
Lien - Tax Lien	
Filing Date	06/19/2024
Filing Number	DJ 067998 24
status	Open
Date Status Attained	06/19/2024
Received Date	10/25/2024
Amount	19,832 (USD)
Debtors	TECH DATA CORPORATION, CLEARWATER, FL

Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ
Lien - Tax Lien	
Filing Date	06/06/2024
Filing Number	246914558
Status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	3,129 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Lien - Tax Lien	
Filing Date	10/03/2023
Filing Number	236933493
Status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	208 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Suit	
Filing Date	09/26/2023
Filing Number	23CV006799
Status	Pending
Date Status Attained	09/26/2023
Received Date	11/02/2023
Plaintiffs	RIDOLANE S HAWANI
Defendant	TD SYNnex CORPORATION, COLUMBUS, OH
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH
Suit	
Filing Date	01/23/2023
Filing Number	23LA 62
Status	Dismissed

Date Status Attained	07/27/2023
Received Date	11/28/2024
Amount	50,001 (USD)
Plaintiffs	GALLIGOS, JOSE
Defendant	TD SYNnex CORP, BLOMBOVILLE, IL
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL
Suit	
Filing Date	03/23/2020
Filing Number	201 350
Status	Pending
Date Status Attained	03/23/2020
Received Date	03/31/2020
Amount	50,000 (USD)
Plaintiffs	STEGMAIER STEVEN
Defendant	SYNNEX CORP
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL
UCC Filing - Amendment	
Filing Date	05/29/2024
Filing Number	2024 3592548
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	05/29/2024
Filing Number	2024 3592647
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation	
Filing Date	05/17/2023
Filing Number	2023 3688644
Received Date	10/24/2023
Original Filing Date	10/30/2023
Original Filing Number	2003 2852757
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/22/2022
Filing Number	2022 1559178
Received Date	04/22/2022
Collateral	Negotiable Instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products
Secured Party	MUFG BANK, LTD., NEW YORK, NY
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	12/23/2021
Filing Number	2021 0531768
Received Date	03/29/2022
Collateral	Negotiable Instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General Intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	10/30/2023
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	12/23/2021
Filing Number	2021 0531698
Received Date	03/29/2022
Collateral	Negotiable Instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS

Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	12/23/2021
Filing Number	2021 0531482
Received Date	03/29/2022
Co-Essential	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	12/23/2021
Filing Number	2021 0491141
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MJFG BANK, LTD. (FKA THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	12/22/2021
Filing Number	2021 0481059
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MJFG BANK, LTD. (FKA THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT

Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	12/22/2021
Filing Number	2021 0491328
Received Date	03/29/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date	10/25/2021
Filing Number	2021 8569015
Received Date	01/24/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	10/25/2021
Filing Number	2021 8543507
Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	10/25/2021
Filing Number	2021 8543580

Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MFUG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.) AS ADMINISTRATIVE AGENT
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	10/25/2021
Filing Number	2021 8543416
Received Date	01/07/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MFUG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	07/20/2021
Filing Number	210008799030
Received Date	07/27/2021
Collateral	All Assets including proceeds and products
Secured Party	MOXESSON CORPORATION, FOR ITSELF AND AS COLLATERAL AGENT FOR EACH OF ITS AFFILIATES, JACKSONVILLE, FL
Debtors	SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
UCC Filing - Amendment	
Filing Date	09/05/2018
Filing Number	2018 6125088
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MFUG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.) AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNnex CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation	
Filing Date	09/05/2018
Filing Number	2018 6125195
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	09/05/2018
Filing Number	2018 6124727
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date	09/05/2018
Filing Number	2018 6124941
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	11/03/2016
Filing Number	20166804817
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757

Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	11/03/2016
Filing Number	20166804775
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date	11/03/2016
Filing Number	20166804895
Received Date	12/21/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	11/03/2016
Filing Number	20166804304
Received Date	12/09/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation	
Filing Date:	11/15/2011
Filing Number:	2011 4478320
Received Date:	01/10/2012
Original Filing Date:	02/13/2007
Original Filing Number:	2007 0579242
Secured Party:	NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Debtors:	SYNNEX CORPORATION
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date:	09/13/2011
Filing Number:	2011 3517219
Received Date:	11/15/2011
Original Filing Date:	02/13/2007
Original Filing Number:	2007 0579242
Secured Party:	BANK OF AMERICA, N.A.
Debtors:	SYNNEX CORPORATION
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date:	11/18/2010
Filing Number:	2010 4068072
Received Date:	12/08/2010
Collateral:	Inventory and proceeds - Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Original Filing Date:	02/13/2007
Original Filing Number:	2007 0579242
Secured Party:	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party:	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors:	SYNNEX CORPORATION
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date:	11/18/2010
Filing Number:	2010 4059535
Received Date:	12/08/2010
Original Filing Date:	02/13/2007
Original Filing Number:	2007 0579242

Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	01/26/2009
Filing Number	2009 0272267
Received Date	02/25/2009
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	01/26/2009
Filing Number	2009 0249889
Received Date	08/18/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Secured Party	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/13/2007
Filing Number	2007 0579242
Received Date	05/21/2007
Collateral	Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Debtors	SYNNEX CORPORATION
Assignee	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT, NORWALK, CT
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be	

reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures in USD unless otherwise stated

There are no Special Events reported for this business.

Financials - D&B

Currency: All figures in USD unless otherwise stated

Financials

FINANCIAL STATEMENT COMPARISON



Long Term Liabilities

5,017,810

4,490,870

5,279,771

Fixed assets shown net less \$359,559,000 depreciation.

Explanations: The net worth of this company includes intangibles.

Financials

Currency: All figures in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets

Receivables From Vendors-Net

USD 958,105

Accounts Receivable

USD 10,341,625

Cash

USD 1,059,378

Other Current Assets

USD 678,540

Inventory

USD 8,287,048

Total Current Assets

USD 21,324,696

Long Term Assets

Intangible Assets-Net

USD 3,912,267

Property, Plant, Fixtures & Equipment

USD 457,024

Goodwill

USD 3,895,077

Other long term assets

USD 685,415

Total Assets

USD 30,276,479

Liabilities

Total Current Liabilities

Accruals

USD 1,966,036

Borrowings

USD 171,092

Accounts Payable

USD 15,084,107

Total Current Liabilities

USD 17,221,235

Long Term Liabilities

Long-Term Borrowings

USD 3,736,399

ACCUMULATED OTHER COMPREHENSIVE LOSS

(USD 645,117)

TREASURY STOCK

(USD 1,513,017)

Common Stock

USD 99

Deferred Tax Liabilities

USD 812,763

Other Long Term Liabilities

USD 408,648

Retained Earnings

USD 2,755,781

Long Term Liabilities		Fiscal 11/30/2024
Additional Paid in Capital / Capital Surplus		USD 7,437,668
Total Liabilities & Net Worth		USD 30,274,479

PROFIT AND LOSS INFORMATION

Date	Description
11/30/2024	Sales \$58,452,436,000; cost of goods sold \$34,471,130,000; Gross profit \$3,981,306,000; operating expenses \$2,787,095,000; Operating income \$1,194,211,000; other expenses \$328,176,000; net income before taxes \$866,035,000; Federal income tax \$176,944,000; Net income \$689,091,000.

Financial Ratios

Currency: All figures in USD unless otherwise stated

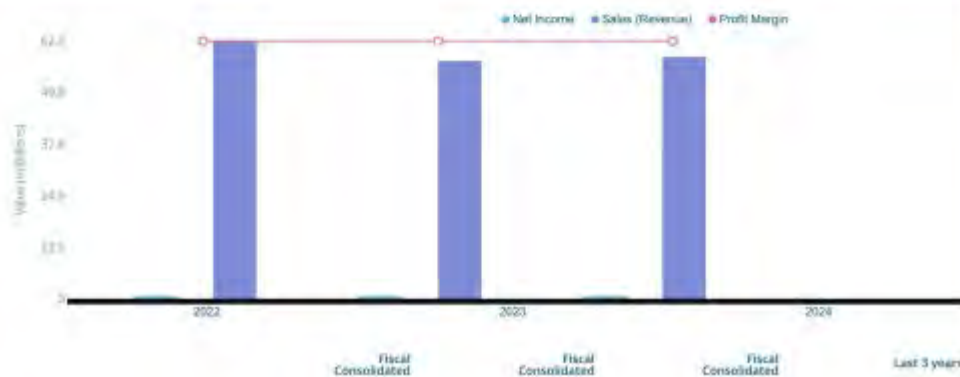
KEY BUSINESS RATIOS

Statement date	Based on Number of Establishments		
11/30/2024	12		
	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return On Assets	2.3	3.1	3
Return on Net Worth	8.6	8.6	3
Return on Sales	1.2	3.3	3
Short Term Solvency			
Accounts Payable to Sales	25.8	7.5	1
Assets Over Sale	51.8	80.9	4
Collection Period	64.6	7.0	1
Sales to Inventory	7.1	5.8	3
Sales Over Net Working Capital	14.2	6.2	1
Utilization			
Total Liabilities Over Net Worth	276.8	160.6	1

Efficiency

Income Statement

Currency: All figures in USD unless otherwise stated

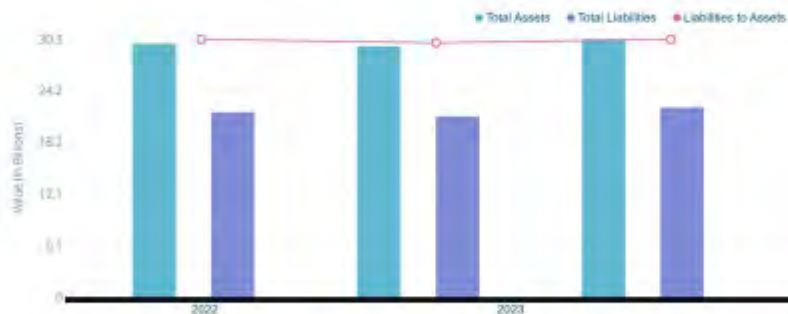


	11/30/2024	11/30/2023	11/30/2022	
Sales (Revenue)	58,452,436,000	57,555,416,000	62,343,810,000	58 57 62
Cost of Revenue	54,471,130,000	53,598,587,000	58,443,611,000	54 53 58
Gross Profit	3,981,306,000	3,956,829,000	3,900,199,000	3 3 3
Sales and General Admin	2,715,781,000	2,672,562,000	2,627,007,000	2 2 2
Research and Development Expense	—	—	—	— — —
Non-Recurring Expenses	71,314,000	206,235,000	222,319,000	71 206 222
Other Operating Items	—	—	—	— — —
Operating Income	1,194,211,000	1,078,032,000	1,050,873,000	1 1 1
Net Total Other Income and Expenses	(8,718,000)	(206,000)	(1,165,000)	8 206 1165
Earnings Before Interest and Taxes	1,185,493,000	1,077,826,000	1,049,708,000	1 1 1
Interest Expense	519,458,000	288,318,000	222,578,000	519 288 222
Earnings Before Tax	666,035,000	789,508,000	827,130,000	666 789 827
Income Tax Expense	176,944,000	162,597,000	175,823,000	176 162 175
Equity Earnings or Loss	—	—	—	— — —
Minority Interest Expense	—	—	—	— — —
Net Income from Continuing Operations	489,091,000	626,911,000	651,307,000	489 626 651
Discontinued Operations	—	—	—	— — —
Effect of Accounting Changes	—	—	—	— — —
Extraordinary Items	—	—	—	— — —
Net Income	489,091,000	626,911,000	651,307,000	489 626 651
Preferred Stocks & Other Adjustments	—	—	—	— — —
Net Income Applicable to Common Shares	489,091,000	626,911,000	651,307,000	489 626 651

Balance Sheet

Currency: All figures in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



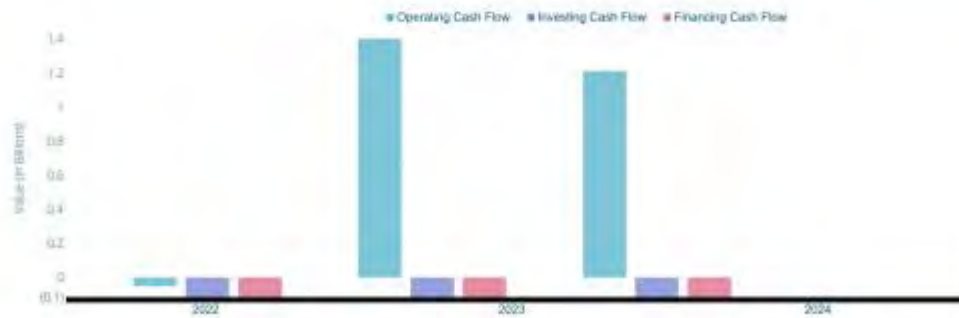
Assets	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Cash and Cash Equivalents	1,059,378,000	1,033,776,000	522,604,000	1059 1033 522
Short Term Investments	—	—	—	— — —
Net Trade Receivables	11,299,730,000	11,262,148,000	10,240,134,000	11 11 10
Inventory	8,287,048,000	7,146,274,000	9,066,626,000	8 7 9
Other Current Assets	678,540,000	642,738,000	671,307,000	678 642 671
Total Current Assets	21,324,696,000	20,084,436,000	20,500,665,000	21 20 20
Fixed Assets	457,024,000	450,024,000	421,064,000	457 450 421
Long Term Investments	—	—	—	— — —

Deferred Long Term Asset Charges				
Other Assets	685,415,000	729,870,000	585,342,000	
Goodwill	3,895,077,000	3,904,170,000	3,803,850,000	
Total Assets	30,274,479,000	29,412,814,000	29,733,998,000	
Accumulated Amortization				
Intangible Assets	3,912,287,000	4,244,314,000	4,422,877,000	
Liabilities	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Accounts Payable	17,050,143,000	15,755,177,000	16,160,593,000	
Short Term and Current Long Term Debt	171,092,000	983,585,000	268,128,000	
Other Current Liabilities				
Total Current Liabilities	17,221,235,000	16,738,762,000	16,428,721,000	
Long Term Debt	3,736,399,000	3,099,193,000	3,835,445,000	
Deferred Long Term Liability Charges	812,763,000	893,021,000	942,250,000	
Negative Goodwill				
Minority Interest				
Other Liabilities	468,648,000	498,656,000	501,856,000	
Misc Stocks, Options & Warrants				
Total Liabilities	22,239,045,000	21,229,632,000	21,768,482,000	
Shareholder's Equity	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Preferred Stocks	0	0	0	
Common Stocks	99,000	99,000	99,000	
Retained Earnings	2,755,781,000	2,204,771,000	1,708,234,000	
Treasury Stocks	1,513,017,000	945,714,000	337,217,000	
Capital Surplus	7,437,688,000	7,435,274,000	7,374,100,000	
Other Equity	(845,117,000)	(507,248,000)	(718,710,000)	
Total Equity	8,038,434,000	8,183,182,000	8,025,506,000	

Cash Flow

Currency: All figures in USD unless otherwise stated.

CASH FLOW



	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Last 3 years
Depreciation	407,532,000	418,315,000	463,365,000	
Net Income Adjustments	43,885,000	35,396,000	42,629,000	
Changes in Liabilities	1,930,252,000	(971,747,000)	2,375,952,000	

Changes in Accounts Receivables	202,221,000	783,676,000	1,256,753,000	
Changes in Inventories	1,214,505,000	(2,032,202,000)	2,636,759,000	
Changes in Other Operating Activities	436,310,000	(49,972,000)	(310,653,000)	
Net Cash Flows - Operating Activities	1,217,724,000	1,407,373,000	(49,604,000)	
Capital Expenditures	175,112,000	150,007,000	117,049,000	
Investments	14,640,000	354,000	-0	
Other Cash Flows from Investing Activities	(3,886,000)	(5,848,000)	1,541,000	
Net Cash Flows - Investing Activities	(193,838,000)	(156,411,000)	(115,508,000)	
Dividends Paid	138,081,000	130,374,000	114,946,000	
Sale and Purchase of Stock	(599,896,000)	(611,813,000)	(116,782,000)	
Net Borrowings	(176,551,000)	(25,142,000)	(32,136,000)	
Other Cash Flows from Financing Activities	(24,703,000)	(18,351,000)	(11,727,000)	
Net Cash Flows - Financing Activities	(953,100,000)	(785,880,000)	(275,597,000)	
Effect of Exchange Rate	(45,184,000)	45,838,000	(31,354,000)	
Change in Cash and Cash Equivalents	25,602,000	510,920,000	(472,057,000)	

Company Profile

Currency: All figures in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

05-599-1050

Legal Form

(unknown)

History Record

View

Date Incorporated

05/01/2003

Business Commenced On

1980

State of Incorporation

DELAWARE

Ownership

Public (0/0/0/0/0)

Mailing Address

UNITED STATES

Telephone

+1 510 608 9400

Website

www.tdsynnex.com

Present Control Succeeded

1980

SIC

7370

NAICS

737000

Annual Sales

38,402,436,000 (USD)

Net Worth

3,000,454 (USD) (2021)

Employees

23,000 (USC Census)

Age (Year Started)

45 Years (1980)

Named Principal

Patricia Lammie, CEO (2020-2021)

Line of Business

Web computer/software



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-06-14

This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TD SYNnex CORPORATION
Corporation Type	Unknown
State of Incorporation	DELAWARE

Date Incorporated	09/04/2003
Registration ID	3699364
Registration Status	GOOD STANDING
Date Status Attained	12/10/2021
Filing Date	09/04/2003
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	THE CORPORATION TRUST COMPANY
Address	CORPORATION TRUST CENTER 1209 CHANCE ST, WILMINGTON, DE, 198010003

PRINCIPALS

Officers

PATRICK ZAMMIT, PRES-CEO+
ANN F VEZINA, CHIEF+
MARSHALL WITT, CFO
JOHN HENRY, CAO
DAVID VETTER, CLO
SIMON LEUNG, CRO

Directors

DIRECTORS: The officers identified by (+) and Kathleen Crusco, Ting Herli, Richard Hume, Kenneth Lambeck, Nayaki R Nayyar, Dennis Poik, Claude Pumila and Marlene Saintil

COMPANY EVENTS

The following information was reported on: 02/11/2025

The Delaware Secretary of State business registrations file showed that TD SYNnex Corporation was registered as a Corporation on September 4, 2003, under the file registration number 3699364.

Business started 1980.

The company (SYNNEX) has been in business since 1980. The company was originally incorporated in the State of California as COMPAC Microelectronics, Inc., in November 1980, and changed its name to SYNnex Information Technologies, Inc. in February 1994. The company later reincorporated in the State of Delaware under the name of SYNnex Corporation in October 2003.

SPIN-OFF

On December 1, 2020, the company completed the previously announced separation of its customer experience services business (the Separation), in a tax-free transaction for federal income tax purposes, which was accomplished by the distribution of one hundred per cent of the outstanding common stock of Concentrix Corporation (Concentrix) to SYNnex stockholders as of the close of business on November 17, 2020, the record date for the distribution. After the Separation, SYNnex does not beneficially own any shares of Concentrix common stock. Beginning December 1, 2020, the company will no longer be consolidating Concentrix within its financial results or reflect the financial results of Concentrix within its continuing results of operations.

On October 22, 2021, the company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the company's Restated Certificate of Incorporation to change its corporate name from SYNnex Corporation to TD SYNnex Corporation, effective November 3, 2021.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "SNX". As of January 15, 2025, there were approximately 2,250 stockholders of record. As of February 3, 2025, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: The Vanguard Group (9.1%), FMR LLC (8.8%), BlackRock, Inc. (8.1%) and MITAC Holdings Corporation and affiliated entities (5.7%). As of the same date, officers and directors as a group beneficially owns 1.0% of the outstanding shares.

PATRICK ZAMMIT, Antecedents not available.

ANN F VEZINA, Antecedents not available.

MARSHALL WITT, Antecedents not available.

JOHN HENRY, Antecedents not available.

DAVID VETTER, Antecedents not available.

SIMON LEUNG, Antecedents not available.

SUBSIDIARY BANKRUPTCY

During 1999-2000, the company raised \$6.5 million in the equity capital of eManage.com, or eManage. During fiscal 2000, eManage also received equity investments, totaling \$5.7 million, from its management, as well as from executive officers of the company, affiliates of the company and unrelated investors.

As a result of SYNnex Information Technologies' majority ownership of eManage, financial results were consolidated in financial statements. eManage was unable to compete profitably and eventually filed for bankruptcy in November 2000. In addition to a \$6.5 million loss on investment, the company incurred a loss of \$3.4 million on accounts receivable due from eManage at the time of the bankruptcy filing. eManage ceased all operations in February 2001.

AFFILIATES: The following are related through common principals, management and/or ownership: Apollo Global Management, Inc., New York, NY, Started 1990; DUNS #119509953. Operates as investment advisory service provider.

MTAC International Corporation, Lake Forest, CA, Started 2010; DUNS #039731066.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/11/2025

Business Information	
Trade Names	TD SYNnex, TECH DATA
Description	The company operates as a distributor and solutions aggregator for the information technology (IT) ecosystem. The company offers personal computing devices and peripherals, mobile phones and accessories, printers, supplies, and endpoint technology software; and data center technologies, such as hybrid cloud, security, storage, networking, servers, technology software, and converged and hyper-converged infrastructure, as well as computing components. It also provides systems design and rack integration, build-to-order, and configure-to-order assembly; and thermal testing, power-draw testing, burn-in, and quality and logistics support. In addition, the company offers outsourced fulfillment, virtual distribution, and direct ship to end-users; shipping documents generation, multi-level serial number tracking, and configured products and online order and shipment tracking, as well as turn-key logistics solutions. Further, it provides public cloud solutions in productivity and collaboration, IaaS, or Infrastructure as a Service, PaaS, or Platform as a Service, SaaS, or Software as a Service, security, mobility, IoT, and other hybrid solutions. Additionally, the company offers online services: provides net terms, third party leasing, floor plan financing, and letters-of-credit backed financing and arrangement; and leases products and provides device-as-a-service, as well as offers direct mail, external media advertising, reseller product training, targeted telemarketing campaigns, national and regional trade shows, trade groups, database analysis, print on demand services, and web-based marketing. Terms are Net 20 days and Net 30 days and COD (domestic sales) and letter of credit (foreign sales). Sells to commercial concerns. Territory : International.
Employees	23,000 which includes officer(s). 150 employed here. As of November 30, 2024, the company uses temporary or contract workers who totaled approximately 5,000, on a full-time equivalent basis.
Financing Status	Secured
Financial Condition	Good
Seasonality	The company's operating results are affected by the seasonality of the IT products industry. The company have historically experienced slightly higher sales in their first and fourth fiscal quarters due to patterns in capital budgeting, federal government spending and purchasing cycles of their customers and end-users. These historical patterns may not be repeated in subsequent periods.
Tenure	Owts
Facilities	Owts premises in a building.
Related Concerns	

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5734	Ret computers/software	
57340000	Computer and software stores	
57340100	Computer peripheral equipment	
73730000	Computer integrated systems design	
NAICS Codes	NAICS Description	
449210	Electronics and Appliance Retailers	
449210	Electronics and Appliance Retailers	
541512	Computer Systems Design Services	

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Currency: All figures in USD unless otherwise stated

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *

Sales Representatives

nel@td.farson@tdsynnex.com

Credit Limit

Total Outstanding

Your Information Currency

US Dollar (USD)

Downloaded by: 107.100.222.242 (2/18/2016)
 Downloaded from: 107.100.222.242 (2/18/2016)
 Downloaded by: 107.100.222.242 (2/18/2016)

E. Describe any green or environmental initiatives or policies.

TD SYNnex has a Corporate Citizenship Report which addresses our environmental and green commitments, initiatives and policies. It can be found here: [TD SYNnex FY2023 Corporate Citizenship Report](#), plus it has been added under “Response Attachments” Tab, “Other Attachments”.



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:

- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

Additional Goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.⁴

By 2030:

- Reduce absolute Scope 1 & 2 GHG emissions by 42%.²

By 2045:

- Reach net-zero GHG emissions across the value chain.³

[Learn more about our progress on environmental commitments.](#)

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:

- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:

- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:

- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

[Learn more about our progress on social commitments.](#)

² Reduction is based on a 2022 base year.

³ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

⁴ ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

TD SYNnex

2023 Corporate Citizenship Report 8

TDS Response to RFP Solicitation 25-03 Region 4 OMNIA

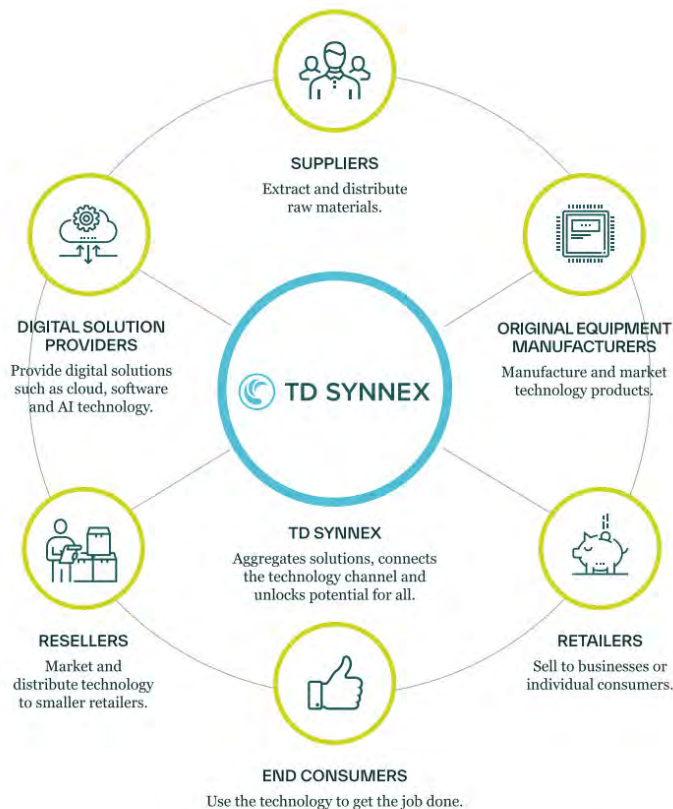
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Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNnex sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNnex acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.



TD SYNnex

2023 Corporate Citizenship Report 6

10 Ways TD SYNnex Is Reducing Our Carbon Footprint Around the World

1. Shifting to energy-efficient lighting, such as zone lighting and LEDs
2. Implementing temperature regulation at our data centers and facilities
3. Adopting energy-efficient servers such as those used in Singapore
4. Investing in energy-efficient conveyor systems at our North American logistics centers
5. Introducing green transportation, through practices like load optimization and by investing in electric vehicles and charging stations
6. Installing solar panels including several large-scale projects in the U.S.
7. E-waste and recycling programs at facilities throughout the U.S. and Europe
8. Minimizing waste-to-landfill by reusing and optimizing packaging, donating office furniture and avoiding single-use office products
9. Leveraging partnerships, including with the University of South Florida to optimize our Clearwater headquarters
10. Environmental progress, including an EcoVadis assessment, ISO 14001 certification and Hong Kong Green Organization certification

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

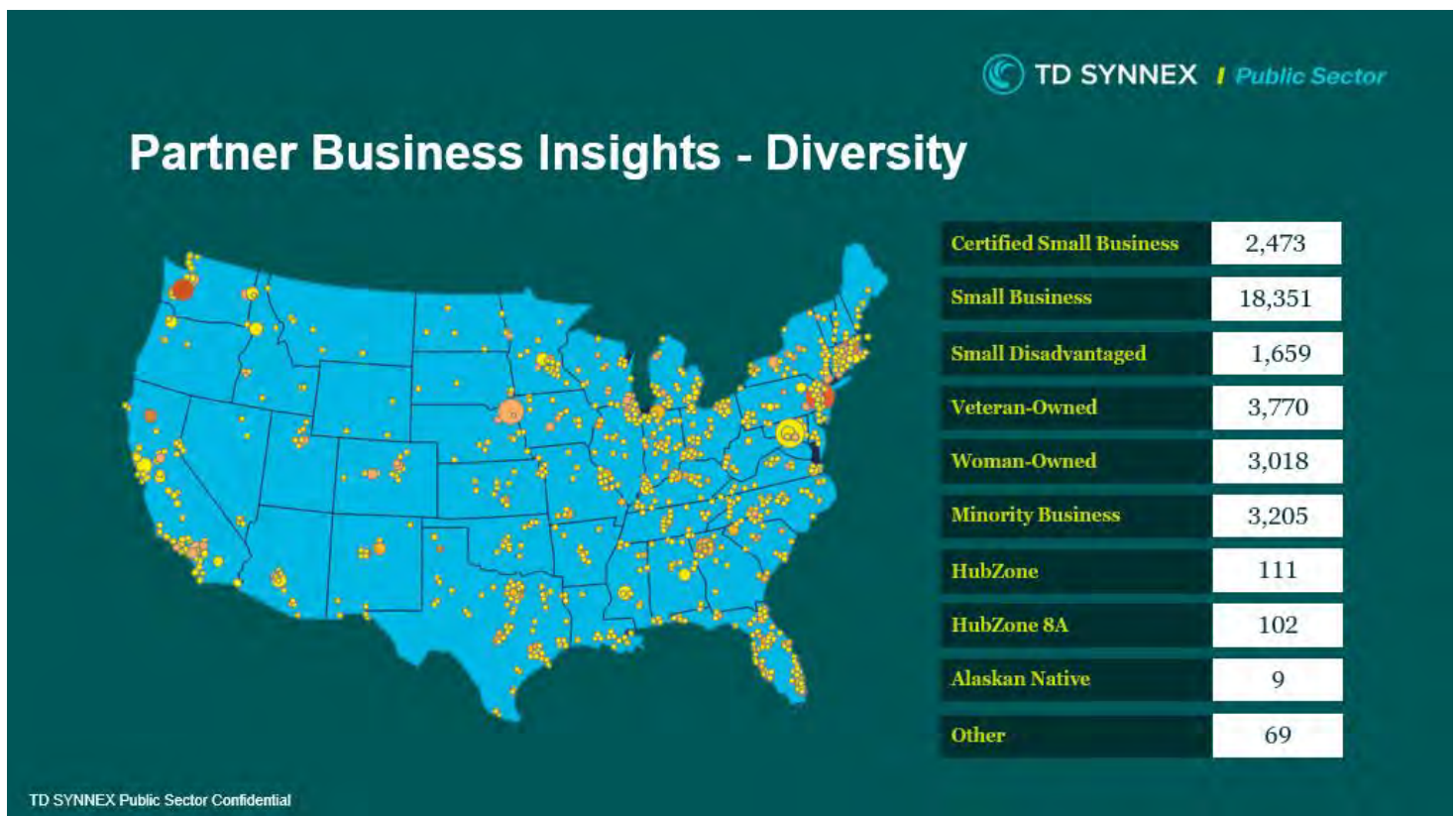
TD SYNnex has developed a program for engagement of our small business partners entitled “Diversity Alliance Program (DAP)”. The purpose of this program is to make tools, solutions and discounts available to this small business 8(a) community to help put them on a level playing field to compete with the larger and more established solution providers. Our DAP community has members with a variety of certifications including Small Businesses, Woman-Owned,

Minority-Owned, HUBZone, and Service-Disabled Veteran Owned. Government agencies can reach their small business goals with their ability to source from small, local resellers.

The DAP program was designed to promote collaboration amongst partners, enabling them to win more business through diversity status and collaboration. This program has grown double-digits year over year both in revenue and participating members. Additionally, the program is a valued resource for our manufacturer partners to help find net-new resellers and meet the requirements for certain state statutes for small 8(a) businesses. Furthermore, reseller members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth. Our Diversity Alliance Partners will be happy to provide their certifications upon request.

- Diversity Alliance Program members have access to the following tools and benefits: Exclusive rebates from participating manufacturers.
- Discounted TD SYNnex integration discounts.
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms.
- Inclusion in the TD SYNnex Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources.
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNnex-sponsored events.
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions.
- Discounted fees for contract orders that are classified as new business opportunities.

Please review the locations of our DAP partners below:



G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

TD SYNnex has a broad spectrum of reseller partners across the US, from large business to small businesses. Our Public Sector Program allows for the resellers to utilize our vast array of resources; contracts, bid support, vetted solutions, grants, business intelligence tools, integration, financing options and marketing support. TD SYNnex is a large business and does not hold a diversity status.

TD SYNnex actively recruits SLED focused resellers across the US to become authorized dealers on the OMNIA Partners contract. TD SYNnex only authorizes resellers with active TD SYNnex accounts in good standing. These resellers are then fully trained on the contract Terms and Conditions and must sign a contract Dealer Agreement with TD SYNnex confirming they will adhere to the Ts & Cs (example agreement included with this submission). TD SYNnex ServiceSolv team will continue working with the authorized resellers throughout the life of the contract through ongoing training, business development, compliance audits, etc. As they grow with TD SYNnex, many are added to the DAP program which supports diversity status partners. Our resellers that hold diversity status certifications will be more than willing to provide the documentation as requested. TD SYNnex also works with Supplier.io to third party verify socioeconomic status the resellers hold.

I. Describe how supplier differentiates itself from its competitors.

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNnex Public Sector consistently leads the market. In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures. TD SYNnex Public Sector is your trusted partner to accelerate your public sector growth. Our teams of Public Sector experts help technology companies and channel partners accelerate their public sector growth through government aggregation services.

TD SYNnex Public Sector breaks down the barriers to entry and helps technology companies and channel partners capture their share of the public sector market through the TD SYNnex Public Sector Difference - a complete set of value-added services designed to accelerate public sector growth. We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

TD SYNnex Public Sector Difference includes:

- Market and Domain Knowledge: Intelligence and Expertise
- Dedicated Chief Technologist
- Public Sector Intelligence Gathering Capability and Analyst Team
- 10,000+active Public Sector Accounts
- Technology Domain Approach
- Strategic Memberships
- Market Intelligence Portal
- Technology Domain Frameworks
- Strategic Subscriptions
- Marketing: Tech Domain-Based Strategies
- Domain-Centric Marketing
- Customer Outreach Programs
- Message Amplification
- Content Creation and Management
- Demand Generation Programs
- Turn-key Strategic Events
- Campaign Analytics
- Managed Marketing Services
- Public Sector Marketing Database
- Sales Acceleration: Sales and Lifecycle Support
- Strategic Cross-Sell/Up-sell
- In-house Sales Development Representative Team
- Agency Adoption and Consumption Focus
- Channel Enablement: Enablement Services
- ITAR WL Stateside Support
- WL Confirmed Stateside Support
- Predictive Buying
- Consultative Marketing
- Cyber Shield and Zero Trust
- Access to Cleared Resources
- Technical Expertise: Innovation/Specialization
- DLT Office of the Chief Technology Officer Value Services
- NIACSIO, AFCEA, Memberships, ICIT
- CyberRange Access
- GovHub
- Emerging tech GTM and support
- Multiple Other Transaction Authorities (OTA) consortium members
- Procurement Vehicles: Specialized Contracts

- \$1B in contracts revenue
- Vendor program evaluation and support
- Technical Acumen and Program Advancement
- Market ready services and support offerings
- Contracts including but not limited to:
- Department of Homeland Security
- Army CHES
- NASA SEWP

TD SYNnex Public Sector is the premier Public Sector Solutions Aggregator committed to accelerating growth for technology companies and their channel partners.

The TD SYNnex Public Sector Difference for Channel Partners

- Public Sector Market Knowledge - For over 30 years, TD SYNnex Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies.
- Technology Domain Expertise
- Customer Market Intelligence
- Actional Sales and Marketing
- Cloud Navigator Program - TD SYNnex Public Sector has a program to help you maximize cloud profitability while reducing risk and operating expense
- Comprehensive Cloud Management Platform
- Accelerated Cloud Profitability
- Customized Cloud “Flight Plans”
- Channel Enablement and Growth – TD SYNnex Public Sector offer OEM training and education that provides your business with in-depth knowledge on specific products and channel programs, deal registration, and access to a robust selection of in-house contracts, all of which will expedite your road to increased profitability.
- OEM Training and Education
- Contract Vehicle Access
- Partner Relationship Management Portal
- Technical Expertise - TD SYNnex Public Sector has a team of in-house, experienced software engineers that have deep OEM product knowledge and the capability to provide ITAR compliant, US Citizen/US Soil Confirmed Stateside Support.
- Pre-sales Engineering
- Confirmed Stateside Support
- Public Sector Infrastructure - A purpose-built infrastructure designed to win public sector business while reducing your risk and operating expense. This includes our government compliant systems and processes, contract & capture management services, and operational excellence to handle tens of thousands of transactions at scale.
- Purpose-built IT Systems & Processes
- Contract and Capture Management
- Operational Excellence

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

TDS's current SEC filing includes details of legal challenges involved in the courts, and available on-line or upon request.

K. Felony Conviction Notice: Indicate if the supplier.

- a. is a publicly held corporation and this reporting requirement is not applicable.
- b. is not owned or operated by anyone who has been convicted of a felony; or

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable

- L. Describe any debarment or suspension actions taken against supplier

TD SYNnex Corporation has not been disbarred or suspended by any suppliers.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

TD SYNnex Corporation is pleased to offer OMNIA Partner member agencies access to the entire line of Palo Alto Networks, Inc - SLED. (PANW) products. PANW, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is “to be the cybersecurity partner of choice, protecting our digital way of life.”

Palo Alto Networks Cyber-Security Platform

PANW has pioneered the next generation of security through its innovative platform that empowers enterprises, service providers, and government entities to secure their organizations by safely enabling applications and data running in their networks, on their endpoints, and in the cloud, and by preventing breaches that stem from targeted cyberattacks. PANW's platform uses an innovative traffic classification engine that identifies network traffic by application, user, and content and provides consistent security across the network, endpoint, and cloud. Accordingly, the platform enables end-customers to pursue transformative digital initiatives, like public cloud and mobility, that grow their business, while maintaining the visibility and control needed to protect their valued data and critical control systems. PANW believes the architecture of its platform offers superior performance compared to legacy approaches and reduces the total cost of ownership for organizations by simplifying their security operations and infrastructure and eliminating the need for multiple, stand-alone hardware and software security products, and consists of three primary areas of security capabilities.

PANW is the most comprehensive global cybersecurity provider with more than 85,000 customers we protect globally today, including approximately 90% of US Government Agencies, 70% of the Fortune 500, and more than 80% of the Fortune 100 with the highest customer satisfaction and net promoter scores in the industry. Palo Alto Networks has the proven technology and experience to help the reseller/partners make the shift to next-generation security. We are uniquely qualified to meet the agencies requirements for high-performance security ultimately securing the enterprise and the cloud. Our platform portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products. We do this with solutions focused on delivering value in three (3) fundamental areas:

Secure the Enterprise: Secure the network through our Machine Learning (ML)-powered Next-Generation Firewalls (NGFW), available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine (VM) for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT (Internet of Things) Security, GlobalProtect (GP), Software Defined Wide Area Network (SD WAN), and Data Loss Prevention that are delivered as Software as a Service (SaaS) subscriptions to our ML-powered NGFWs.

PANW is the market leader for Next Generation Firewalls and has deployed NGFWs across large enterprises covering 85,000+ customers including 77% of the Global 2000 and Public Sector environments. In the Federal Government alone, Palo Alto Networks has deployed and implemented over 15,000 NGFWs across the Department of Defense (DoD), Civilian Agencies.

Secure the Cloud: PANW secures the cloud through our Prisma Cloud offering, which is the industry's most comprehensive Cloud Native Security Platform (CNAPP). Prisma Cloud protects applications, data, and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments. Prisma SaaS protects SaaS applications. Prisma Access is a comprehensive Secure Access Service Edge (SASE) that provides globally distributed networking and security to all your users and applications. Prisma SD-WAN ensures application availability, based on real-time application performance SLAs and visibility, delivers 10x improvement in performance, while eliminating the challenges of packet-based networks. VM-Series and CN-Series next generation firewalls provide inline network security in multi- and hybrid- cloud environments.

Secure the Future: PANW Cortex brings together best-in-class threat detection, prevention, attack surface management and security automation capabilities into one integrated platform. Cortex is the complete product suite for modern security operations, enabling better, faster security operations to stay ahead of future threats. Cortex XSIAM is our rethink in the platform that runs the Security Operations Center (SOC). It is our autonomous security platform that powers the modern SOC. Our extended security intelligence and automation management (XSIAM) is an innovative approach that is automation-first, not human-first like most Security Information and Event Management (SIEMs) and SOCs today. Cortex XSOAR is a comprehensive security orchestration, automation, and response (SOAR) platform that combines case management, intelligent automation and orchestration, and interactive investigation to serve Cyber Protection Teams (CPTs), across the incident lifecycle. Cortex Xpanse is an active attack surface management solution that helps organizations to actively discover, learn about, and respond to unknown risks in all connected systems and exposed services.

Pricing for the PANW SLED Products under the OMNIA Partners contract are using these not-to-exceed discounts based on product categories and the Pricing Files are uploaded

Palo Alto Pricing	% off MSRP
Hardware: 20% off MSRP	20%
Subscriptions (including subscription renewals):	15%
Support (including support renewals):	10%
Professional Services: 0% off MSRP	0%
Labs: 0% off MSRP	0%

TD SYNnex VALUE-ADDED SOLUTIONS

In addition to the PANW offering, TD SYNnex Corporation proposes the entire catalog of TD SYNnex, including, but not limited to:

3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches, Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT

Solutions, Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Professional Services, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

Pricing for the TD SYNnex SLED Cooperative contracts not-to-exceed prices are based between 2-4% off MSRP.

The exceptions are included in the Price Files uploaded under the “Response Attachments” tab. The TD SYNnex Line Card Is uploaded as an attachment in the “Response Attachments” “Other Attachment” files. Exceptions are noted in the Price Files. The combined Price Files for Palo Alto, the TD SYNnex Line Card and the Value Added Solutions are uploaded under the “Responded Attachments”.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a broadline IT distributor with offices and warehouse locations throughout North America, we can deliver product within 1-3 days nationwide. Shipment to US Territories and Outlying Areas will be dependent on OEM restrictions. TD SYNnex offers our products to all 50 states.

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 user agencies. 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 and emergency orders. Our extensive network of dealer partners allows TD SYNnex to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners’ agency members.

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

TD 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.

TD 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 such as counterfeit and tamper prevention, traceability, and tracking. Additionally, these controls also 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.

TD 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.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All contract orders will be placed through Authorized Dealer partners utilizing the TD SYNnex Dealer model for resellers. The resellers will request contract quotes through their TD SYNnex sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency can reach out to the TD SYNnex contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency as directed by the manufacturer.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

TD SYNnex currently contracts with FedEx, UPS, Old Dominion, Landstar, CH Robinson, AIT Worldwide, XPO Global Forwarding, JIT, and T-Force transportation companies.

TD SYNnex Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that TD SYNnex follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.

TD SYNnex Corporation uses NIST, ISO, TD SYNnex plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods.
- Shipping in tamper-resistant packaging.
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory.
- Security storage (with controlled access)
- Equipment handled by authorized and certified personnel.
- Replacement equipment to be purchased from approved suppliers.

TD SYNnex' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking).

Additionally, TD SYNnex Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. TD SYNnex is ISO 9001:2008 Certified – this certification documents physical security practices.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Location Code	Site Address	Country	Floor Area-ft ²	Specialty / Focus
CM503 - DSW Swedesboro - A3	One Technology Drive, Swedesboro, NJ 08085	US	926,350	Integration and Warehouse
CM506 - DFO Fontana - A6	13472 Marlay Avenue, Fontana, CA 92337	US	456,000	Integration and Warehouse
CM505 - DFW Ft. Worth - AS	5100 Liberty Avenue, Ft. Worth, TX 76177	US	539,200	Warehouse
CM504 - DIN South Bend - A4	7700 Vorden Court, South Bend, IN 46628	US	344,000	Warehouse
CM502 - DGA Suwanee - A2	3055 Shawnee Industrial Parkway, Suwanee, GA 30024	US	432,000	Warehouse
CM3 - DFR	6551 W. Schulte Road, Suite 100, Tracy CA 95377	US	171,685	Warehouse
CM6 - DCH	1180 Remington Blvd., Romeoville IL 60446	US	450,900	Warehouse
CM7 - DTN	455 RESEARCH DR. Suite 100, Southaven MS 38672	US	517,490	Integration and Warehouse
CM50 - DCO Dock Doors, N10-N19	7303 Rickenbacker Parkway West, Columbus OH 43217	US	357,504	Integration and Warehouse
CM12- DON	15065 Flight Ave, Chino CA 91710	US	503,160	Warehouse
CM16 - DFL	12650 NW 25th Street, Miami FL 33172	US	60,316	Warehouse
		Total Floor Area	4,758,605	

3.3 Marketing and Sales

F. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

G. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

H. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo.
 - Copy of original Request for Proposal.
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
 - Summary of Products and pricing.
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page.
 - A dedicated toll-free number and email address for OMNIA Partners

At Time of Award

- Create Terms and Conditions summary; develop pricing calculator.
- Communicate contract requirements internally and with each manufacturer line.
- Determine rules of engagement, assign responsibility roles Recruitment.
- Identify Resellers: Vendor lists, TD SYNnex Point of Sale reports, Sales Managers and Outside Sales reps.
- Social Media announcement and collaborative efforts with OMNIA Partners on award.
- Training: onsite, online, webinars.
- Establish eligibility requirements.
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by TD SYNnex contracts team
- Monthly status calls with each participating reseller.
- Quarterly cadence calls with the contractor community.
- Ongoing calls with participating manufacturers to update/revise strategy.

First 90 Days

- Upon award, communicate to vendor and internal Product Management/Business Development teams.
- Develop contract terms and conditions statement, pricing calculator, and published contract price file.
- Review administrative requirements.
- Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation.
- Social Media awareness campaign to direct customers to our website.
- Determine manufacturer's strategy and reseller engagement.
- Establish reseller qualifiers, sales minimums, agreement.
- Review contract requirements with authorized resellers.
- Review required business plan/marketing plan from authorized resellers.
- Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers.
- Where applicable, conduct joint road shows to promote/train.
- Publish TD SYNnex Corporation press release.
- Provide marketing collateral for resellers.
- Reseller call campaign to reach out to partners to inform them of the contract.
- Dealer visits from our Account Managers to evangelize the contract.
- Dealer Partner live webinar series.
- "Educate and Inform" stage to ensure reseller customers are aware of the contract.
- Conference calls and webinars to inform reseller customers of OMNIA Partners.
- Trade shows, events, and virtual events.
- Government Navigator business intelligence tool to help Dealer partners uncover opportunities.
- Email campaign at the Account Manager level.

Ongoing Management

- Training/webinars - initial and ongoing
- Product Refresh - marketing and communication
- Business Development - slip/gain report for both reseller and manufacturer
- Business Development - monthly sales report to Manufacturer with email updates
- Quarterly Business Review for reseller (or as needed)
- Quarterly Business Review for manufacturers (or as needed)
- Identification of potential seasonal pricing (hot list) for OMNIA eligible agencies

- Quarterly Business Review webinar for reseller community
- Periodic events to include Sourcewell contract dedicated marketing and training sessions at our TD SYNnex Public Sector SLED events (see <https://www.synnexcorp.com/us/govsolv/events/> for examples of upcoming events)
- Maintenance of authorized reseller database with contact information
- Contract reporting and administrative fee payment to the Sourcewell
- Pricing updates as well as new product identification and submission

TD SYNnex has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNnex contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNnex OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

I. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Public Agency customers' accounts currently under the OMNIA #R200803 contract will be notified by TD SYNnex of the new awarded contract number through our Public Sector Contract Specialists teams and will provide them with an updated dealer agreement including the new contract award contract details. All of the OMNIA Partners information will be included on the TD SYNnex OMNIA website.

Current cooperative contracts TD SYNnex holds include:

- Equalis Group Technology Solutions R10-1173F
- NCPA 01-170 Advanced Technology Solutions Aggregator
- OMNIA Partners Cyber Security Solutions #R200803
- PEPPM 2024 – Wholesaler Technology Catalog
- Sourcewell 020624-SYN

TD SYNnex will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNnex will require the reseller/partners to execute a new agreement stating the updated contract number.

TD SYNnex will make efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance transferring their procurement(s) to the Master Agreement.

J. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNnex acknowledges and agrees.

K. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide

and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

TD SYNnex has a dedicated team who are responsible for the overall management of our state/local and Federal contracts. Responsibilities include the coordination of marketing efforts, recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. There is no cost to participate, and OMNIA Partners is a non-exclusive contract sharing best government pricing with partners and end user customers.

TD SYNnex Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

At TD SYNnex, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts.

We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

L. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

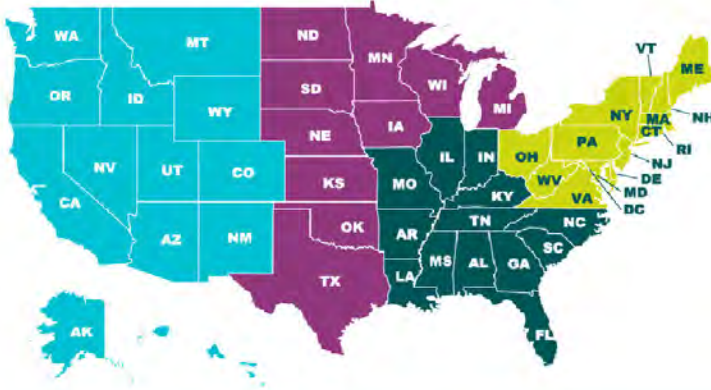
TD SYNnex has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNnex contract website, marketing collateral, and instructions on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNnex OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive accurate information.

- iv. Knowledge of benefits of the use of cooperative contracts

TD SYNnex has a dedicated group of Contract Specialist Experts that conduct training to educate partners/resellers on the value and usage of the OMNIA Partners contract. These sessions are a requirement for the partners to attend and receive their "On-boarding" training plus their Dealer Agreement contracts. Please see uploaded file under "Other Attachments" entitled "Public Sector Business Development Team".

Public Sector Business Development Team

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



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Janie Frandsen
Manager, Public Sector Programs
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Janie.Frandsen@tdsynnex.com

M. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support: Randy Finley: Sr. Director Business Development
 - Randy.Finley@tdsynnex.com
 - (800) 2378931 x4001887
- ii. Marketing: Melissa Tomberg: Senior Marketing Program Manager
 - Melissa.Tomberg@tdsynnex.com
 - (800) 2378931 x4102582
- iii. Sales: OMNIA@TDSYNnex.com
- iv. Sales Support: OMNIA@TDSYNnex.com
- v. Financial Reporting: Contracts@tdsynnex.com
- vi. Accounts Payable: Contracts@tdsynnex.com
- vii. Contracts: Contracts@tdsynnex.com

N. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Eddie Franklin, Sr. Vice President for the TD SYNnex Public Sector sales organization. eddie.franklin@tdsynnex.com
The Public Sector organization consists of approximately 800 co-workers. TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

TD SYNnex has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, like the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Our Contract Specialists work with the assigned territory contact under the OMNIA Partners website to determine what the best approach to address partner concerns and issues to resolution. TD SYNnex provides regular updates of new reseller/partners which have been added to the contract once they have been onboarded and understand the contract agreement requirements. Please see the Coverage Map found in the "Response Attachments" tab "Other Attachments".

O. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. Our marketing and sales efforts promote the onboarding of new Dealer agreements throughout all public sector segments. As we include the full TD SYNnex line card across all 50 states, the contract encompasses cross industry selling and support.

Ongoing Contract Program Management Activities include, but are not limited to:

- Training/webinars - initial and ongoing;
- Product Refresh - marketing and communication;
- Business Development-slip/gain report for both reseller and manufacturer;
- Business Development-monthly sales report to Manufacturer with email updates;
- Quarterly Business Review for reseller (or as needed);
- Quarterly Business Review for manufacturers;
- Identification of potential seasonal pricing (hot list) for the OMNIA Partners community;
- Quarterly Business Review webinar for reseller community;
- Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events;
- Maintenance of authorized reseller database with contact information;
- Contract reporting and Administrative fee payment to OMNIA Partners;
- Pricing updates as well as new product identification and submission.

TD SYNnex has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNnex purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNnex compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

P. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Under the present OMNIA Partners contract, TD SYNnex has these top 10 reseller/partners which sold through the contract. Since the reseller/partners sell directly to the agencies, they also own the relationship, but contacts can be provided upon request.

Reseller	Agency Total
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	\$ 5,097,023.00
BLUEALLY TECHNOLOGY SOLUTIONS, LLC	\$ 2,537,441.43
COMPULINK TECHNOLOGIES INC.	\$ 2,478,988.24
COMPUTERS AT WORK INC	\$ 2,171,420.61
RAJ SOMAS (NYC FISA)	\$ 1,591,475.10
SENTINEL TECHNOLOGIES	\$ 1,143,204.86
CS BUSINESS SYSTEMS	\$ 1,052,039.10
FLAGLER TECHNOLOGIES LLC	\$ 1,027,837.60
COMPUTACENTER UNITED STATES INC.	\$ 993,348.56
TRACE3, LLC	\$ 975,332.54

Q. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

With CIS as the backbone of the TD SYNnex system, TD SYNnex is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that best best-fits their business needs. Whether partners are new to eCommerce or already have extensive capabilities, we have options to help your business run leaner and faster.

TD SYNnex offers the following:

TD SYNnex eStorefronts

eStorefronts is an online ordering system based on ECExpress, built and hosted by TD SYNnex. eStorefronts allow resellers to create their own end-customer catalog, or offer all TD SYNnex Skus to their end-customers, while controlling pricing at a customer or product level. eStorefronts include built-in order management controls, real-time pricing and availability, personalized branding, order notifications and more, all for one inclusive monthly fee.

In addition, TD SYNnex offers also offers other B2B e-commerce solutions that include: TD SYNnex ECExpress TD SYNnex' ECExpress is a real-time back-office management and e-commerce platform that streamlines orders, quotes, and invoices. While securely navigating across all TD SYNnex sites and tools without logging in again, the ECExpress platform enables you to see product alerts and available inventory, save frequent product searches, and subscribe to reports that include:

- XpressTrak Alerts
- Price and Availability Download (Reseller partners only)
- Bid Portal (Reseller partners only)
- Reports
- Custom Product Search
- Recent Orders

TD SYNnex' Footprint in Mobile Apps

TD SYNnex B2B services offer reseller partners Application Development Services to help balance costs, boost service levels and improve productivity through vigorous management of flexible, high-performance, business-critical applications. Leveraging the best-of-technologies and practices, we ensure that your business applications are developed, maintained and managed within optimal costs and acceptable timeframes to provide you secure and undistruptive business environments. We approach Application Development in a mature and proactive way. We believe that Application outsourcing can reap benefits only if risks are minimized, while being balanced by off shoring incentives like reducing costs, unfailing performance ratios and consistent quality levels. Our development model is a recipe of conventional and current business practices. We complement conventional practices with agility to provide faster, more enhanced solutions to clients. We deliver applications within shorter timeframes and agreed-upon deadlines, all without cutting corners or compromising quality.

B2B & eCommerce

TD SYNnex believes the sole purpose of Information Technology(IT) is to support our businesses. We understand that our customers have unique eCommerce capabilities, preferences, and "best technologies" available. Our eCommerce options allow customers to choose the most cost-effective solution that fits their needs, from the simplest to the most advanced cutting-edge technologies. TD SYNnex supports both EDI ANSI x12 File Document Specifications and Flat File Document Specifications.

Web Services & XML

TD SYNnex Web Services are available to reseller partners. The following Web Services are available:

- Customer Purchase Order
- Price and Availability
- Expense Estimate
- Product Feed Service
- Customer PO Status

TD SYNnex also offers real-time XML services. Real-time available services include:

- EDI
- PO Submit
- PO Status
- Freight Quote
- Price and Availability
- RMA Create
- RMA Status
- XML Invoice

Punch-out Catalogs

Migrate away from Excel and PDF contract pricing lists by implementing a Punch-out with your customer. Leverage TD SYNnex' experience and create a branded product catalog accessible from reseller end-user customers' ordering system. Resellers can include a shopping cart with products, quantities and pricing, directly linked to your customers' procurement system.

Features

- Brand the catalog as your own - TD SYNnex becomes your silent partner.
- Keyword search, product specifications, real-time availability.
- Supports Configure-To-Order(CTO) and non TD SYNnex sku sales.

Benefits

- Our connections use cXML/XML, SOAP/Web Service, HTTP Post and REST/JSON.
- Our most popular enterprise systems to date include SAP/Ariba, Oracle, Perfect Commerce and service now.
- Our programmers can seamlessly connect to your customer's procurement system using the highest security standards, such as PCI, Trustwave and HTTPS(TLS) 1.1

- [REDACTED]
- [REDACTED]
- [REDACTED]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

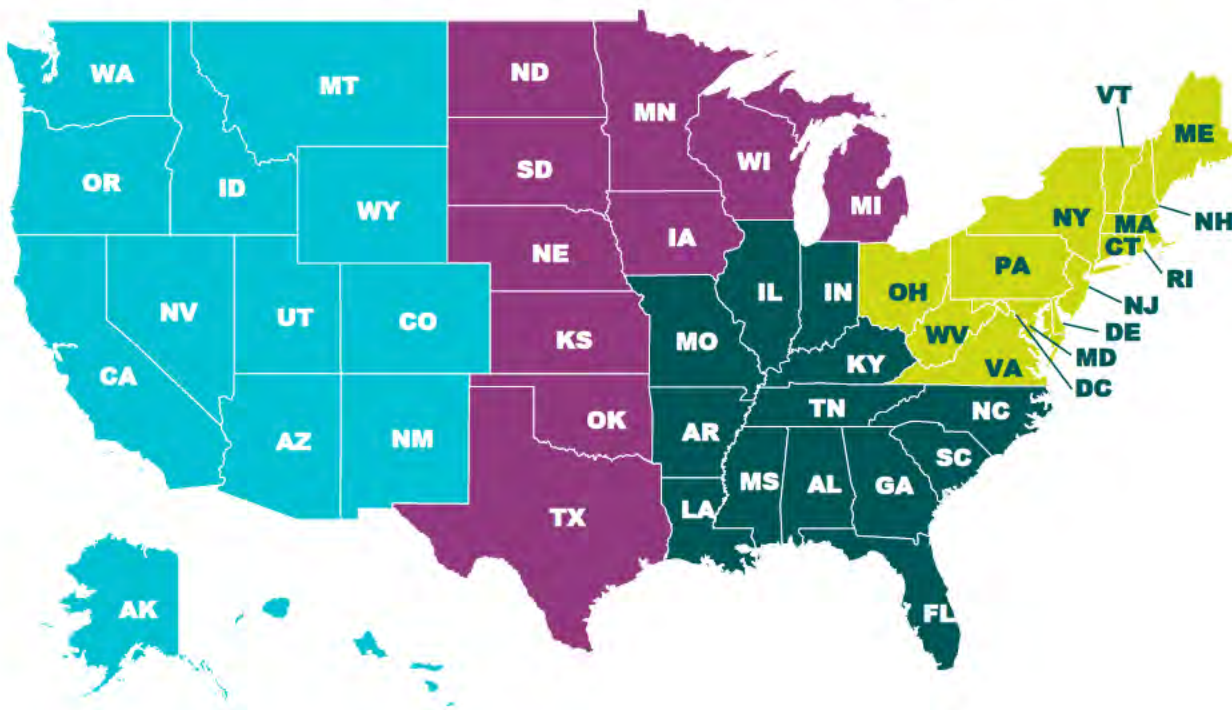
- S. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

TD SYNnex Corporation does not respond directly to Public Agency solicitations. However, Authorized Dealers will be encouraged to respond using the OMNIA Partners contract when products available under this contract are requested. If the Public Agency is unsure whether they are eligible to use the OMNIA Partners contract, TD SYNnex will provide the Authorized Dealer with contact information for their agency customer to reach out to OMNIA Partners to discuss eligibility. When alternative contracts are requested by the public agency, TD SYNnex will make every attempt to offer OMNIA Partners contract as an alternative to the requested contract.

Public Sector Business Development Team

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



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Diversity Alliance Program

A broad ecosystem of small and diverse resellers leveraging socioeconomic status to win business

You deserve a channel ecosystem strategy that grows your business. When you join the TD SYNnex Public Sector Diversity Alliance Program, you'll enjoy:



Access to our fully vetted, small and diverse subcontractor ecosystem



Brokered introductions to the right type of resellers to advance your business goals



Enhanced ability to scale your relationships

We understand how difficult it is to manage an ecosystem of diverse resellers that have the right tech skillsets for your needs. We've combined best practices with the experience and scale of the public sector to deliver wins for everyone.



Get Concierge-Level Relationship Management



Grow Subcontracting Relationships To Win More Opportunities



Access a Robust and Diverse Ecosystem



Get Accurate and Insightful ROI Reporting

Contact your TD SYNnex Public Sector representative about TD SYNnex Public Sector Diversity Alliance Program

Visit our website: tdsynnex.com/na/us/td-synnex-public-sector/

For Questions, Email: dap@tdsynnex.com



Join Our Network and Increase Your Public Sector Opportunities

TD SYNnex Public Sector's Diversity Alliance Program (DAP) is an affinity group of public sector resellers that hold socioeconomic diversity status, and represent a significant amount of TD SYNnex's Public Sector business. The program promotes collaboration amongst partners, granting you more opportunities to win business.

Diversity Alliance Program Members Have Access to the Exclusive Tools and Benefits:



Exclusive TD SYNnex vendor specials



Financing tools such as escrow agreements, blind lock box and extended terms



Discounted fees for GSA orders classified as new business opportunities



Frequent networking opportunities with manufacturers and other partners



Track vendor promotions through sales and SPIFF reporting tools



Exclusive DAP Member Concierge

Eligibility

To establish and maintain eligibility as a member of the Diversity Alliance Program, you must:

- Hold socioeconomic diversity status
- Meet minimum threshold of annual and/or public sector sales revenue
- Hold a prime contract or participate in an indirect TD SYNnex reseller contract program
- Participate in a TD SYNnex credit terms account or other alternative credit program
- Be in good standing
- Have status verified by a 3rd party organization

TD SYNnex Public Sector is a powerhouse built with a purpose. We bolster U.S. public sector business for our technology vendors and channel partners and help your end-user customers meet their mission. Our 75 years of combined dedication and service to the U.S. public sector, along with our reach back to 22,000+ of the IT industry's best and brightest positions us as the best partner to help your company reach its fullest potential.



Join the TD SYNnex Public Sector Diversity Alliance Program and grow your public sector footprint today

Email: dap@tdsynnex.com





2025 Public Sector Program

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNnex Public Sector consistently leads the market.

In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures.

TD SYNnex Public Sector is your trusted partner to accelerate your public sector growth!

Our program includes comprehensive packages and vertical-specific tracks, providing our sponsors with an effective, year-round marketing strategy.

Program Objective

- **Streamline Access to U.S. Public Sector:** Simplify the process for technology firms and their reseller customers to engage with and thrive within the U.S. Public Sector marketplace.
- **Foster Public Sector Expansion:** Empower TD SYNnex Public Sector vendors and customers to bolster awareness, drive demand and cultivate precise, high-quality leads for your enterprise.
- **Optimize ROI Throughout the Program Journey:** Strive for a consistent, positive return on investment across every stage of the program's life cycle.

Program Levels

Diamond	\$356,000
Platinum	\$252,000
Gold	\$171,000
Silver	\$90,000
Bronze	\$50,000

Target Audiences

Our target market comprises two key segments:

Public Sector Reseller Customers: This group offers and promotes technology solutions to all U.S. public sector verticals, including public health, federal government, public utilities, public transportation, state and local government, K-12 education and higher education. We focus on establishing and nurturing strong partnerships pivotal in delivering innovative solutions to the public sector.

Public Sector End Users: This segment comprises the end consumers within the U.S. public sector: those directly utilizing technology solutions. We understand the unique needs and challenges, offering tailored solutions to enhance their productivity, efficiency, security and overall effectiveness.

2025 TD SYNEX Red, White & You Conference

April 28 – May 1, 2025 | San Antonio Marriott Rivercenter on the River Walk | San Antonio, TX

Reseller Audience: Public Sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals.

Vendor Audience: Executives and decision makers that are focused on serving all public sector markets.

Red, White & You Conference	Diamond	Platinum	Gold	Silver	Bronze
Main Stage Keynote (Diamond Sponsors Only) Choose a specific vertical to speak on and present during a general session.	✓	-	-	-	-
Vendor Dine Around (Diamond Sponsors Only) Invite your top partners or potential partners to a local restaurant for dinner and libations.	✓	-	-	-	-
Breakout Session Presentation dedicated to your vendor's solutions.	-	✓	-	-	-
Multi-Vendor Vertical Panel Placement Communicate your value proposition to public sector solution providers. One vendor representative on each multi-vendor vertical panel. These multi-vendor vertical panels are not vendor or industry exclusive.	-	-	✓	-	-
Solutions Pavilion Display your pertinent public sector products in the Manufacturer Solutions Pavilion. Sponsors are encouraged to send public sector-focused representatives.	Extra Large	Large	Medium	Small	Small
In-Person Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional badges may be sold a la carte (where space permits). Additional passes may be purchased for \$2,500 per pass, subject to availability. The transfer to TD SYNEX co-worker is subject to internal approvals.	5 Passes	4 Passes	3 Passes	2 Passes	1 Pass
Lead Capture Capture, track, manage and qualify leads you meet at conference. A list of captured leads will be made available after the event.	2	2	1	1	1
Pre-Event and Post-Event Registration Lists Receive a complete list of registered partners, including name, company and title.	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

Reseller-Facing Multi-Vertical Digital Event	Diamond	Platinum	Gold	Silver	Bronze
<u>NEW! - Public Sector Connections: Red, White & You Comes to You – A Digital Experience</u> Join us for an immersive public sector digital conference designed to bring the essence of our in-person event directly to your screen. Engage with peers, gain valuable knowledge, and be inspired by thought leaders—all from the comfort of your own space and on your own time. Reseller Audience: Designed specifically for mid-level individuals looking to deepen their understanding and share valuable takeaways related to the public sector. Vendor Audience: Public Sector channel representatives and mid-level vendor management.	✓	✓	✓	✓	✓
Digital Vendor Attendee Passes Unlock exclusive access to our public sector digital conference with the Digital Attendee Pass. This pass grants you entry to a dynamic online environment where you can experience all the event has to offer.	✓	✓	✓	✓	✓
RW&Y Vendor Exclusive Presentation The pre-recorded keynote from the in-person Red, White & You conference will be re-played.	✓	-	-	-	-
Interactive Learning Session Vendors will have a breakout session or similar exclusive digital space for content. These focused sessions are exclusively designed to provide an interactive and collaborative environment where you can explore specific public sector knowledge.	-	✓	-	-	-
RW&Y Comes to You Advertisement Capture the audience's attention with a compelling digital advertisement that delivers your message directly to their screens.	-	-	✓	-	-
RWY Comes to You Banner Advertisement	-	-	-	✓	-
Sponsorship Recognition Logo representation on registration website and digital experience platform.	✓	✓	✓	✓	✓

Reseller-Facing Multi-Vertical Activities and Events	Diamond	Platinum	Gold	Silver	Bronze
Red, White & You Comes to You! Locations: west coast and east cost Join our regional mini conference, designed to unite all verticals. These events provide a platform to reach large regions, allowing you to share your message with a broad audience of reseller customers. Reseller Audience: Public sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals. Vendor Audience: Public sector channel representatives and upper management.	Both	Both	Both	Pick 1	Pick 1
RW&Y Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional vendor passes may be purchased for \$1,500 per pass, subject to availability.	2	2	1	1	1
RW&Y Comes to You Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNnex Public Sector subject matter expert in each vertical.	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Breakfast Recognition Sponsorship Reserved table in the dining area and onsite signage.	-	-	-	-	✓
Vendor Tabletop Pavilion	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
Customer's Academy An Institute Designed for Public Sector Growth Join us for a three-day program designed to provide a deep, hands-on experience in understanding local government. This immersive academy will feature the city and county of Greenville, SC, offering participants a unique opportunity to interact with key government functions and explore intelligent city solutions. Why Join Us? Experience Local Government Participants will get a behind-the-scenes look at how local government functions. This academy offers a comprehensive understanding of how local governments provide essential and desired services. Featured agencies include the City and County of Greenville, South Carolina, showcasing their intelligent city solutions. Reseller Audience: Our top 20 state & local government partners will be individually invited by public sector Leadership. Vendor Audience: Public sector channel executives and decision makers.					
Logo on Academy Certificate All participants receive a framed certificate.	✓	✓	-	-	-
Customer's Academy Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase.	1	1	-	-	-

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
SLED Summit This summit is hosted by the TD SYNnex public sector subject matter experts for the state and local government market, as well as Education. Hear from key industry speakers on state & local market trends and intelligent cities. Reseller Audience: Public sector management decision makers and business owners that sell across all State and Local Government, Education. Vendor Audience: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNnex co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for \$1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNnex Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

Federal Event Track	Diamond	Platinum	Gold	Silver	Bronze
Federal Summit Location: Washington D.C. Metropolitan area Join us at the annual Federal Summit hosted by TD SYNEX public sector experts, tailored for the federal market. Gain insights from key industry speakers on federal market trends and intelligence, preparing you for the busy buying season ahead. Reseller Audience: Public sector management decision makers and business owners that sell across Federal. Vendor Audience: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for \$1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

Multi-Vertical Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - The Stars and Stripes Retreat An Exclusive Opportunity Awaits! Join an elite gathering of partners at the prestigious Stars and Stripes Retreat, a two-and-a-half-day event designed to foster strategic relationships and unparalleled networking opportunities. Engage with Top-Tier Attendees Immerse yourself in a luxurious resort setting where you will have the chance to connect with top customer attendees. This intimate event ensures ample time for meaningful interactions with esteemed customer attendees, including those with diversity status. Elevate Your Presence Leverage exclusive speaking opportunities and focused networking sessions to highlight your expertise and forge enduring connections with this distinguished group of industry leaders. Reseller and Vendor Attendees This retreat is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	✓	-	-
Branding on Team Activities or Dinner Reception	✓	-	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase. All guests must be over 21 years of age.	1 pass, plus a guest	1 pass, plus a guest	1 pass, plus a guest	-	-
Hotel Room (1) Room per sponsoring vendor is included with the sponsorship. Any additional hotel rooms requested will be paid for by the guest.	✓	✓	✓	-	-

TD SYNEX Reseller Facing Events	Diamond	Platinum	Gold	Silver	Bronze
<u>Public Sector Vendor & Partner Alliance Network</u> This a strategic collaboration developed from our relationships with some of the world's leading technology companies — is more than a traditional alliance network. We go above and beyond to access experienced perspectives, leverage independent thinking and look at the business in a new way to shape the public sector markets of tomorrow.	✓	—	—	—	—
Reseller and Vendor Attendees This Alliance Network is targeted for c-suite executives and business owners that span across all verticals of public sector.					
<u>DAP University</u> DAP University, an invitation-only extension of our Diversity Alliance Program, is designed to expand the reseller customer's knowledge and expertise to grow their business. DAP University is designed to engage with sales and extended teams within your organization through interactive exercises and courses. The final coursework will conclude with a capstone presentation.	✓	✓	—	—	—
Reseller and Vendor Attendees DAP University is targeted for c-suite executives and business owners that span across all verticals of public sector.					

TD SYNnex Sales Facing Events	Diamond	Platinum	Gold	Silver	Bronze
<u>NEW! - Vendor Showcase and Sales Engagement Day</u> Locations: TD SYNnex Clearwater, FL and Greenville, SC offices Our internal Public Sector Sales Representative showcase days provide an opportunity to network, learn, and unwind with TD SYNnex sales colleagues and public sector leadership. During the workday, vendors will have dedicated spaces to showcase their products and services, enabling our sales team to explore and learn about the latest industry trends and innovations. Vendors will provide access to insider knowledge, best practices and industry updates that can enhance sales strategies and performance. Sales Audience: Our inside public sector sales team. Vendor Audience: Channel representative.	-	-	-	Pick 1 Location	Pick 1 Location
<u>Rollin' With Randy - Digital Experience Event</u> This 45-minute virtual event is hosted by Randy Finley, Senior Director of Business Development – Public Sector with TD SYNnex Outside Sales Representatives (OSRs) and Inside Sales Representatives (ISRs) teams. The opportunity to participate in one of our most successful sales development events sells out every year. Sales Audience: Our top OSR and ISR teams. Vendor Audience: Channel representative.	✓	-	-	-	-

Market Intelligence	Diamond	Platinum	Gold	Silver	Bronze
Market Intelligence Hub Leverage our extensive on-demand library, filled with current market intelligence deep dives into state, education, and federal IT trends, as well as key spending areas. - Identify Sales Opportunities: Uncover IT sales opportunities, understand the demand drivers, and explore funding trends across the public sector. - Stay Informed: Access insights into IT requirements and the technologies driving the market. - Master Government Fundamentals: Utilize our training videos on procurement, contracts, and federal regulations to help your teams tailor their strategies effectively.	✓	✓	✓	✓	-
Market Intelligence (MI) Report Deep dive into target public sector customers using actionable insights tailored to your product offering - Actionable Market Trends & Priorities: Uncover the specific procurement needs and growth opportunities of your target customer, directly aligned with your product offerings. - Strategic Sales Insights: Gain a comprehensive understanding of your target customer's decision-making processes, addressable budgets, and preferred contract vehicles. - Key Stakeholder Mapping: Access detailed org charts to identify key decision-makers and influencers within your target customer's organization, and understand which companies already have an established presence.	4	2	1		
Market Intelligence Strategy Session Engage in a one-on-one business planning session with a Market Insights Leader. These strategic sessions are designed to help you develop robust business plans and expand your business with TD SYNnex Public Sector, guided by in-depth market analysis. We leverage real-world market intelligence and customer insights, transforming them into actionable business development and marketing strategies.	2	1	-	-	-
Market Intelligence Webinar: Guest Spotlight Become a featured guest in one of our monthly webinars to showcase how your technology aligns with the market intelligence covered in the webinar. The audience is typically solution providers and manufacturers selling to the government.	1	-	-	-	-

Digital and Social Media Activities	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Access E-Rate Resource Center for Education Our E-Rate Resource Center is dedicated to empowering educational vendors by providing essential information and support for navigating the E-Rate program. By leveraging our E-Rate Resource Center, educational vendors can effectively secure funding to improve connectivity and technology access, ultimately enhancing learning outcomes.	✓	✓	✓	✓	✓
State, Local, and Education (SLED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting SLED reseller customers and end users that runs up to the fiscal year-end for most SLED organizations. <i>The vendor sponsor is responsible for providing product information. Vendor sponsor has the option to select their messaging for State and Local, Education, or both.</i>	1	1	-	-	-
Federal (FED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting federal reseller customers, system integrators and end users that continues to the fiscal year-end for federal agencies. <i>The vendor sponsor is responsible for providing product information.</i>	1	1	-	-	-
Social Media Posting A social media posting that includes messaging on the TD SYNnex Public Sector social platforms (i.e., LinkedIn, Facebook, X). TD SYNnex Public Sector will develop social graphic content. <i>The vendor sponsor is responsible for providing creative input and call-to-action URL link.</i>	1	1	3	2	1
Monthly Reseller-Facing Multi-Vendor Newsletter An opportunity to be featured in one of our newsletters shared electronically with our partner communities throughout the year.	11 Months	11 Months	6 Months	3 Months	1 Month

Marketing Activity	Diamond	Platinum	Gold	Silver	Bronze
Subject Matter Expert (SME) Consultation Session Unlock your business potential with our Public Sector subject matter experts. Benefit from an exclusive coaching session tailored to your needs in federal government, state and local government, education, and healthcare. Let us help you refine your strategy and achieve your goals. <i>Vendors will select one vertical for their consultation session.</i>	-	-	1 Session	1 Session	-
Access to Public Sector All-Hands Meeting Have a five-minute virtual elevator pitch during the Public Sector All-Hands Meeting. This weekly meeting includes Public Sector business leaders and business development representatives.	-	-	✓	✓	-
NEW! – Expanded access to the Diversity Alliance Program (DAP) Our vast network comprises over 2,500 resellers, including small, minority-owned, women-owned, and veteran-owned businesses. This diverse base broadens our reach and enhances our ability to meet the varied needs of partners across different sectors.	✓	✓	✓	✓	✓
Access to Targeted Reseller Customers Gain direct access to principals, owners, and key decision-makers at the forefront of Public Sector solutions! Connect with the right individuals to effectively expand your product reach within our extensive network of 10,000+ resellers.	✓	✓	✓	✓	✓
Access to Contracts Team Training During this training, vendors will learn the value of using the TD SYNnex Public Sector Contract Portfolio and their positioning under these contracts. Over 95% of all procurements for public sector use a buying vehicle, and our contract portfolio can be utilized across all 50 states. Please d reseller customers eliminate the need to issue a competitive bid — saving time and effort. Vendors have access to our Contracts Hub. TD SYNnex Public Sector - Contracts Hub	✓	✓	✓	✓	✓
TOTAL PROGRAM INVESTMENT	\$356,000	\$252,000	\$171,000	\$90,000	\$50,000

Industry Events A La Carte	Booth and Reception	Reception	Booth
<u>WEST (Jan. 28-30, 2025)</u> WEST connects the industry professionals who design and build platforms, equipment and weapons with the designers of communications and technical systems. • Twelve booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • San Diego, CA	\$18,000	\$13,000	\$7,500
<u>TechNet Cyber (May 6-8, 2025)</u> AFCEA's TechNet Cyber serves as a center of gravity for a whole-of-government effort to bring together the policy, strategic architecture, operations and C2 — along with the joint capabilities needed — to meet the global security challenges and successfully operate in a digital environment. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Baltimore, Maryland	N/A	\$15,500	N/A
<u>EDUCAUSE Annual Conference (Oct. 27-30, 2025)</u> The EDUCAUSE Annual Conference connects the best thinkers in higher education technology. • Seven booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Nashville, TN	N/A	\$15,000	N/A
<u>DoDIIS (Date TBA)</u> DoDIIS is the premier information technology conference where distinguished speakers collaborate with trusted partners, and experience ground-breaking technical solutions to support the warfighter. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • Location: TBA	\$15,000	\$11,000	\$8,000

Business Unit Activity

NEW! - Subject Matter Expert and Business Development Representation at Industry Events

TD SYNnex Public Sector is committed to enabling the success of our partners in the public sector. We understand that staying at the forefront of industry trends and connecting with key stakeholders is crucial for growth. Our teams have actively participated in or sponsored a range of impactful industry events. These events provide valuable insights into the latest technologies, procurement processes, and policy updates shaping the public sector landscape.

Vertical

All Public Sector Verticals

All Public Sector Verticals

All Public Sector Verticals

Education

Education

Education

Education

Education

Federal

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Federal

Federal

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Industry Event

Center for Digital Government (eRepublic) Beyond the Beltway

RSA - Public Sector Day

Vendor's Sales Kickoffs & Public Sector Summits

CITE (California IT in Education)

EDUCAUSE

Future of Education Technology Conference (FETC)

International Society for Technology in Education

TCEA (Texas Computer Education Association)

AFCEA Air Force IT Day

AFCEA Belvoir Industry Days

AFCEA Maritime IT Summit

AFCEA NOVA Day

AFCEA Space Force IT Day

AFCEA USMC IT Days

AFCEA West

Air Force IC Industry Symposium

Charleston Defense Association (CDCA) Summit

DAFITC (Department of the Air Force Information Technology and Cyberpower

Defense Healthcare Conference

Defense Leadership Forum

Defense Leadership Forums

DoDIIS (Department of Defense Intelligence Information Systems) Conference

FedCon (Federal Contractors) Conference

GEOINT

Homeland Security Critical Infrastructure Conference

Modern Day Marine

Naval IT Day

Navy Contracting Summit

Navy League Sea, Air and Space Events

NLIT (National Laboratories Information Technology) Summit - Dept of Energy

Vertical

Federal

Federal

Federal

Federal

Federal

Federal

Healthcare

Healthcare

Healthcare

Public Safety

Public Safety

State/Local Govt

State/Local Govt

State/Local Govt

State/Local Govt

State/Local Govt

State/Local Govt

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State/Local Govt

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State/Local Govt

Industry Event

OPM/GSA Industry Day

PAX River IT Days - Dept of Navy

Rocky Mountain Cyber Symposium

TechNet Cyber

TechNet Indo-Pac

TechNet Augusta

Beckers Healthcare IT Conference

CoSN (Consortium of School Nursing)

HIMSS

FBI Academy

FBI National Academy Alumni Association (FBINAA) Conference

APCO (Association of Public-safety Communication Officials)

Fire-Rescue International Conference by International Association of Fire Chiefs (IAFC)

IACP (International Association of Chiefs of Police)

International City/County Management Association (ICMA) Conference

ISC (International Security Conference) West by Security Industry Association

ITS (Intelligence Transportation Society) World Conference & Expo

IWCE (International Wireless Communications Expo)

NACO (National Association of Counties) Annual Conference

NASCIO (National Association of State Chief Information Officer) Annual Conference

NASPO (National Association of State Procurement Officials)

National Association of State Technology Directors (NASTI)

NIGP: The Institute for Public Procurement

Palmetto Cyber Summit

PWX Expo (American Public Works Association)

Smart Cities Connect Conference



Activating Sustainable Change

FY2023 Corporate Citizenship Report

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A Message From Our CEO

Activating Progress at TD SYNnex, and Beyond

TD SYNnex is all in as we capture opportunities to advance our corporate citizenship efforts.

It's exciting to reflect on FY2023, a year of growth and corporate citizenship progress for TD SYNnex amid rapid technological change. Our partners have been ramping up AI and cloud capabilities, making room for new growth services and navigating emerging regulations and trends. Additionally, we have seen increased desire for sustainable product solutions from our customers and their end users. As we've supported them, working together to solve these challenges and make the most of new opportunities, our essential function in the IT ecosystem has never been clearer.

Just as we value collaboration with our partners, we continue to leverage it internally to activate sustainable change. Guided by our Environmental, Social and Governance (ESG) framework, we engaged co-workers across business units and regions to further our environmental and social commitments throughout the past year. Already, we've achieved our goal of doubling co-workers' Business Resource Group (BRG) participation and received validation on our Science Based Targets to ultimately achieve net zero by 2045. It's gratifying to see our efforts result in external recognition, including a silver medal from EcoVadis and a Management (B-) rating from CDP.

As we reach these milestones, we're building capacity to activate broader ESG initiatives and maximize our positive impact. Our [Sustainability Summits](#) are an example of how we're deepening our teams' knowledge of ESG topics and encouraging them to keep raising the bar. We're also using our robust connections with IT channel partners to support mutual progress toward our environmental and social goals. By focusing on areas such as Circular Economy and Sustainable Logistics — our two towers of specialization at TD SYNnex — we can deliver widespread benefits while helping to lead long-lasting change.

Our co-workers are all in on these efforts. From the work of our global Green Teams and our community volunteers, they've demonstrated a passion for making a difference at TD SYNnex and far beyond. There's much more to do, but we've got the wind in our sails as we continue to pursue meaningful results. I'm feeling energized as I look toward the year ahead. Activation leads to increased velocity on our existing corporate citizenship initiatives and new insights into where we can go next.



Patrick Zammit, Chief Executive Officer, TD SYNnex



A Company Who Cares

To manage relentless change — in technology as well as society — TD SYNEX¹ invests in innovation, creative solutions and partnerships that enrich the way we live and work.

A Few Things to Know About Us

We empower

our global partners to achieve great outcomes with technology.

We're building

connections across the global IT ecosystem to unlock its potential for all.

We'll get there

by delivering compelling technology solutions to a dynamic global marketplace.

We're doing it together

with a team of approximately 23k+ co-workers and 150k+ trusted partners around the world.

Our shared values

of inclusion, collaboration, integrity and excellence help us remain aligned and true to who we are.

¹TD SYNEX is branded and trades as Tech Data and Tec D in the Asia Pacific Japan region. Both Tech Data and Tec D are TD SYNEX companies.



Awards and Recognitions

In 2023, we were proud to earn awards that recognize our culture, caring environment and sustainability efforts, including:

- FORTUNE World's Most Admired Companies 2023
- CDP Management (B-) rating
- Dell Technologies ESG Partner Spotlight—Q3 Recognized Partner
- Google Cloud Diversity, Equity and Inclusion Partner of the Year 2023—TD SYNEX Japan
- CRN Women & Diversity in Channel Awards 2023, Gender Parity Award—TD SYNEX UK&I
- CRN Inclusive Channel Leaders 2023
- National Road Transport Federation, Responsible Transport and Logistics label—TD SYNEX France
- Great Place to Work certified in the Czech Republic, France, Brazil, Poland, Portugal, Spain, Turkey, U.K., the U.S. and Vietnam
- EcoVadis Silver medal—TD SYNEX and EcoVadis Platinum medal—TD SYNEX France



Putting Corporate Citizenship to Work



Our robust ESG framework is designed to deliver long-term value for our stakeholders. As our business grows, this framework will help us ensure a strong focus on key areas in which we believe TD SYNEX and our industry partners can have the greatest impact.

Our initial materiality assessment revealed several ESG areas that are priorities for our business and stakeholders, including diversity, equity and inclusion; greenhouse gas (GHG) emissions; and privacy, data protection and cybersecurity, to name a few. These results have since been echoed in our enterprise risk management process, which reinforces the direction of our ESG framework.

This year, we focused on operationalizing our framework through program development while engaging our global co-workers to bring our commitments to life. In 2024, we will be conducting a double materiality assessment and will continue to align our corporate citizenship efforts as we move forward. Furthermore, we have refined our collection of data and process controls related to ESG topics to further enhance our programs, fulfill future reporting requirements and accelerate our efforts.

“We started this process by engaging our stakeholders and assessing where we could have the most impact through a materiality assessment. It was a deep dive into what was most important to our business, our co-workers, our partners and our industry. Our unique position at the center of the tech universe allows us to identify opportunities for innovation, sustainable practices and positive outcomes up and down the value chain.”

Patrick Zammit, Chief Executive Officer at TD SYNEX

Addressing the UN SDGs

As we head toward the 2030 Agenda for Sustainable Development, we recognize the increasing importance of taking action to help protect the planet, ensure a more prosperous and just future and improve communities' quality of life. Our corporate citizenship efforts are best aligned with the following United Nations Sustainable Development Goals (UN SDGs):

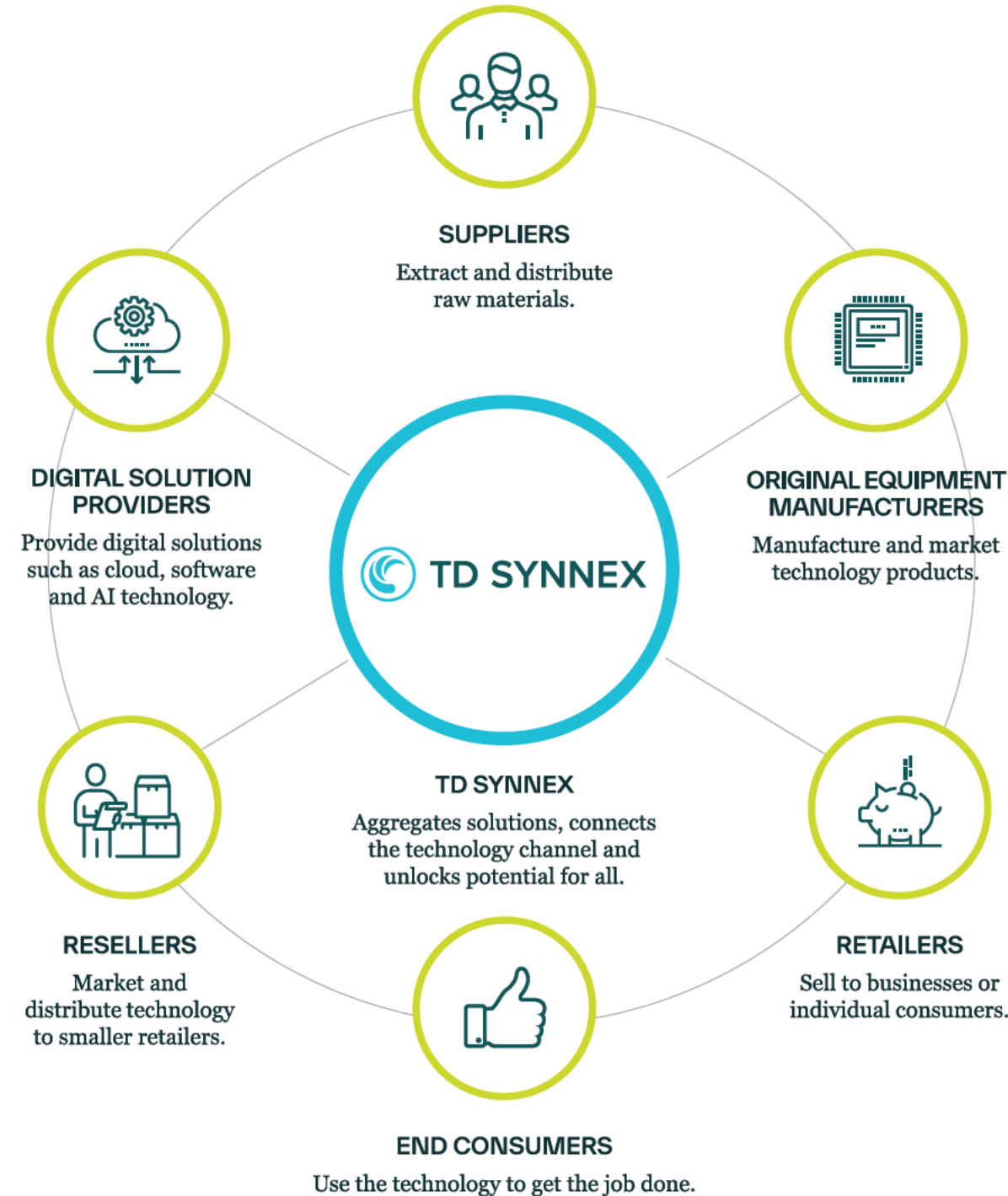


Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.





“

Thanks to our vantage point at the heart of the IT channel ecosystem, we are uniquely well-positioned to help vendors, partners and end users accelerate their adoption of sustainable technology solutions and business practices. And we have a shared duty — along with our ecosystem partners — to do so. Whether it is engaging in the circular economy, aligning on common industry standards for the sustainability attributes of IT equipment, or enabling our customers to easily navigate to more sustainable products on our e-commerce platform, TD SYNEX is driving tangible action to embed sustainability in our industry. By working together as a united technology ecosystem, I believe we can truly make a positive impact.”

Jill Kermes, Corporate Vice President, Global Communications and Corporate Citizenship

Engaging Partners During Our Sustainability Roundtable

We aim to positively impact our partners’ ESG progress through sustainability workshops, conventions and other engagement touchpoints. For example, during our European Vendor Partner Summit in October 2023, we convened strategic vendors and customers at a sustainability roundtable held in Spain, which we will continue to host on an annual basis. We discussed the difficulties of calculating and sharing product sustainability attributes based on comparable methodologies, on top of the added challenge of making IT products and business models more circular. There was consensus that sustainability is gaining momentum in our industry, and major shifts are expected in the coming years that will drive further innovation and collaboration.

Leading the Conversation on Sustainability in the Industry

We participated in a forum hosted recently by our longtime technology market analyst partner, Canalys. Jill Kermes, our Corporate Vice President of Global Communications and Corporate Citizenship, joined panelists representing other channel partners including Dell Technologies, Lenovo, HP, Sycomp and UDT, to discuss how a holistic sustainability approach impacts every aspect of an organization. During the discussion, the panel shared how they are each attracting and retaining customers, recruiting top-notch employees and gaining investor support.

Direction of Technology Report Survey

TD SYNEX publishes industry research that provides insight for channel partners and serves as a compass to help our partners point their organizations in the right direction. The 2023 Direction of Technology survey findings show that channel partners are recognizing the rising importance of

ESG as a critical aspect of their own business in addition to a product that their end users and customers will need. The report found:

- A 125% increase in ESG importance since 2022
- A 37% additional increase in the importance of ESG expected by 2025
- 38% of respondents perform ESG through hybrid or outsourced partnerships
- 69% of channel players are now seeing ESG considerations influencing IT procurement
- 51% say they offer recycling or circular economy take-back schemes

[Learn more and download the full report here.](#)

Participating in the GTDC Summit

At the Global Technology Distribution Council Summit EMEA 2023, we joined a consortium of the world’s leading tech distributors to explore areas of opportunity for the IT industry and sustainability was an area of focus. We highlighted TD SYNEX’s carbon-reduction efforts, including initiatives related to green energy and logistics, building a circular economy and product sustainability. The event reflects our commitment to contribute our experience to the growing body of knowledge around sustainability and its critical importance to the IT industry’s future. In addition, we are participating in a project with GTDC and other technology focused companies and organizations on product sustainability attributes. The project’s goal is to drive standardization, enhance data availability and transparency, and as a result provide opportunities for the industry to make their combined value chains more sustainable.

Our Corporate Citizenship Commitments



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)

Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:

- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:

- Reduce absolute Scope 1 & 2 GHG emissions by 42%.²

By 2045:

- Reach net-zero GHG emissions across the value chain.³

Additional Goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.⁴

[Learn more about our progress on environmental commitments.](#)

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:

- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:

- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:

- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

[Learn more about our progress on social commitments.](#)

² Reduction is based on a 2022 base year.

³ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

⁴ ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

Environmental Sustainability

TD SYNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNEX but industrywide.



Activating Our Strategy in FY2023

Submitted our near- and long-term emissions-reduction targets to the SBTi and targets were validated in May 2024

Hosted Sustainability Summits for co-workers in two regions: Latin America and the Caribbean (LAC), and Asia Pacific and Japan (APJ)

Grew the number and reach of our co-worker-led Green Teams to include nearly 40 teams that are engaging our global sites

Expanded sustainability-focused training and education with a third module on Carbon

Activated our two towers of specialization: Sustainable Logistics and Circular Economy



Sustainability Metrics and Reporting

By measuring our performance, we can identify where we’re making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders.

As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment.

We are proud to mark our second year of corporate citizenship reporting. To build on this progress, and our commitment to continuous improvement, we are constantly evaluating ways to strengthen our internal process controls for data. Since our last report, our sustainability team collaborated closely with our Internal Audit and Legal teams to enhance sustainability data controls to ensure we keep pace with the evolving regulatory landscape.

Out of these collaborations, we implemented several measures to improve our data collection and reporting processes. First, we have enhanced our administrative reporting procedure per our Internal Audit recommendations, incorporating heightened data checks and process controls. Second, we have shifted to a new carbon accounting tool with more robust process controls and quality checks. And third, we have developed and implemented a Chain of Custody process for stakeholder reporting, providing greater accountability and

traceability of our data. We are continually focused on improving our data collection process and controls and will explore additional measures in the future such as external assurance.

We’re motivated by the recognition we’ve received for our sustainability performance in 2023, including earning a silver medal from EcoVadis. We also submitted our Climate Change performance to CDP for the second time, earning a Management (B-) score. These two year-over-year improvements reflect the expansion and enhancement of our Corporate Citizenship program over the last year.

Environmental Commitment	Actions and Progress
Further deploy Environmental Management Systems such as the ISO 14001	Maintained ISO 14001 at close to 50% of TD SYNEX real estate footprint

Achieving Sustainability Certifications at Our Sites

We align our operations with the leading standards for sustainability, safety, efficiency and quality management, including certification through International Organization for Standardization (ISO) 9001⁵ and ISO 14001.

Sixteen of our locations are also certified with sustainable building standards, such as Energy Star, Leadership in Energy and Environmental Design (LEED), Building Research Establishment Environmental Assessment Methodology (BREEAM) and Energy Performance Certificate (EPC) certifications.

We are continuing to assess additional sites to expand our ISO and sustainable building footprint.

Certification Highlights:

- 80% of our real estate footprint is certified by ISO 14001, ISO 9001 or both.
- More than 10% of our real estate footprint have been certified to be a sustainable building.

⁵ ISO 9001 refers to the set of standards put forward by the International Organization for Standardization focused on quality management related to performance and meeting customer expectations.

Climate Mitigation and Greenhouse Gases

The challenges of climate change impact all of us, and we all must step up to drive positive change. At TD SYNEX, we've set a goal to achieve net-zero GHG emissions in our global operations by 2045.

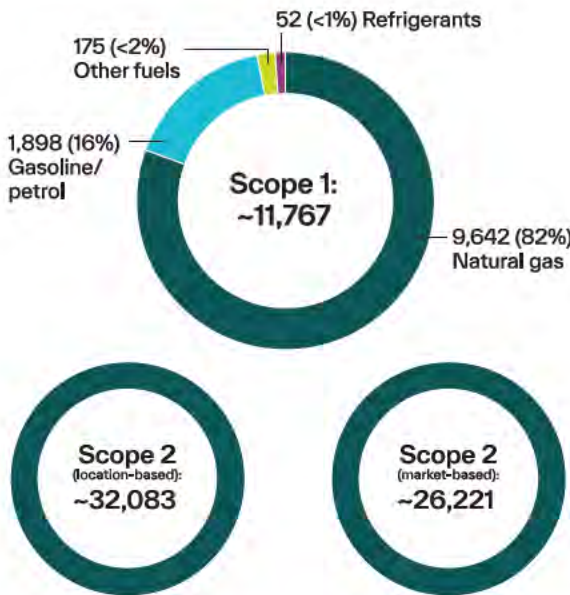
Our roadmap toward progress covers areas from facilities and energy to transportation and logistics. We're also working with our customers, vendors and other partners to mitigate our supply chain emissions and promote sustainable products.

In FY2023, we submitted our near- and long-term targets to SBTi. In May 2024, we received validation for our targets, which we have included in this report. This milestone affirms that our decarbonization plan is ambitious and informed by leading science.

Addressing Scope 1 and 2 Emissions

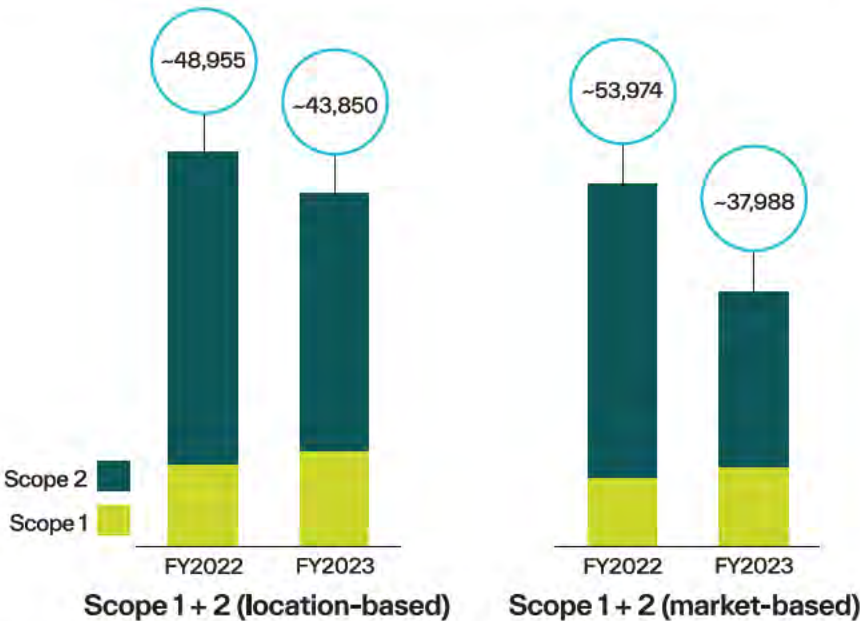
- In FY2023, we achieved a combined Scope 1 & 2 emissions reduction of approximately 30% over FY2022, primarily by transitioning several of our facilities to renewable energy.
- Our Scope 1 (direct) emissions derive from the natural gas we burn for heating, plus other fuels and refrigerants. We have started exploring decarbonization assessments for alternative heating and fuel options.
- Our Scope 2 (indirect) emissions mostly come from the generation of electricity we consume in our facilities. We are addressing this scope by reducing our energy consumption and expanding our renewable energy procurement, which is detailed on [page 14](#). Currently, self-generated energy from solar installations at our facilities and purchased renewable energy now account for approximately 31% of our electricity use.

FY2023 Scope 1 and 2 Emissions (metric tons of CO₂e)⁷



Environmental Commitment	Actions and Progress
Reach net-zero GHG emissions across the value chain by 2045 ⁶	We achieved a reduction of approximately 30% in our Scope 1 and 2 emissions from FY2022.

GHG Emissions Trend (metric tons of CO₂e)⁷



⁶ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

⁷ Please refer to [page 45](#) for GHG Inventory disclaimer.

Addressing Scope 3 Emissions

What they are: The majority of our carbon footprint is comprised of emissions from our value chain and also transportation-related activities.

How they're generated: They result primarily from the production and use of the goods and services we distribute, and through the transportation and use of products we bring to market.

The challenge: Because these emissions occur from sources beyond our direct control, they're more difficult to calculate and reduce.

How we're addressing them: We're promoting circular economy principles, green transportation, sustainable marketing, events and products, and best practice sharing, tools and education for our partners.

Here are some examples of how we took action in FY2023:

⁸ PWC, [The US electric vehicle charging market could grow nearly tenfold by 2030: How will we get there?](#)



Moving Toward Sustainable Marketing

In Ireland and the U.K., our teams are raising the bar on environmentally conscious marketing. When selecting venues for events, they assess the site's policies with a focus on avoiding single-use plastics, encouraging recycling, offering plant-based food options and minimizing food waste. They also seek locations with electric vehicle (EV) charging infrastructure and accessibility to public transportation. With rare exceptions, they avoid hosting overnight stays. The team developed a carbon calculator to determine the approximate impact of various marketing activities, which serves to influence future strategy and choice of event size. They've also partnered with Treedom to purchase and plant trees based on the number of attendees at each event, planting 330 trees since the beginning of the initiative through FY2023. Moving forward, they're looking to integrate these practices into training for our Marketing co-workers while expanding the initiative across Europe, and in the U.S.



Promoting Sustainable Products and Solutions

Our team in France is working to reduce emissions that occur from product use. In FY2023, they began to identify sustainable product attributes for items such as laptops, smartphones and monitors. They considered factors such as whether the components, materials or packaging in an item were recycled, recyclable or biodegradable, and whether the item included industry-recognized energy labels or certifications. The team then created a "Green IT" filter for our e-commerce platform that empowers partners to make sustainable procurement decisions. Another partner focused initiative, started in the U.S. by our PowerSolv team, addresses the demand for zero emission transportation by developing advanced end-to-end charging solutions and consultation for our partners. The number of EVs in the U.S. is estimated to hit 27 million by 2030 and 92 million by 2040.⁸ Looking ahead, these teams are focused on refining these initiatives and expanding them to other countries to maximize the benefits for our partnerships worldwide.



Curbing Emissions From Travel

In many regions, our company embraces a hybrid work schedule, recognizing the social benefits of workplace flexibility and the environmental gains from reducing commuting emissions. In Europe, we've shifted our company car policy toward hybrids and EVs, encouraging environmentally conscious work-related travel. These vehicles constitute over 20% of the region's fleet and over 40 locations now have access to chargers across our global footprint. Some European regions offer also incentives for co-workers to purchase or lease EVs and e-Bikes. Additionally in the region, we partner with Climate Partner to offset CO₂ travel emissions through certified projects that have a positive and direct impact on communities. In 2023, this resulted in the offset of approximately 2,306 tCO₂e through two high-quality, verified projects: the construction and operation of Mauritius' first large-scale solar plant (Verified Carbon Standard, VCS), and various photovoltaic plants in five different states of India (Gold Standard, GS VER).



Reducing the Impact of Our Operations

Our physical footprint includes both owned and leased locations, so we look for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. When a lease ends, we use the opportunity to move into a more modern, sustainable facility. In FY2023, we developed sustainable criteria for our global Real Estate team to evaluate new location opportunities. Among other factors, the list includes access to renewable

electricity and fuel; the use of sustainable materials and resources; water and waste efficiency; sustainable building certifications; and access to public transportation. These criteria guidelines have already been included in recent Requests for Proposal (RFPs) to potential landlords and will be further implemented throughout FY2024. We also invest in refurbishing our existing locations and adding new features such as solar panels and EV infrastructure to make our warehouses and logistics centers as sustainable as possible.



Lightening Our Operational Impact in FY2023

Solving for Heating and Cooling Needs at a California Warehouse

When one of our warehouses in Tracy, California, required additional heating, we sought a more sustainable solution than traditional ceiling mounted heaters. We worked with the building owner to install active dampers in the wall louvers, which provide full-building ventilation. We also reprogrammed air handlers in the roof so that during the winter we could prevent cold air from circulating at night, and during the summer we could prevent warm air from entering the building. This initiative is expected to avoid over 100 metric tons of CO₂e emissions annually.

Reducing Paper in Our Iberia and Italian Offices

A pilot program is helping reduce the operational use of paper in our Iberia and Italy regions. Where possible, we have gone paper-free, communicating via alternate communication methods. We also understand that certain customers still require physical paperwork for their internal processes, so we have developed shortened versions of particular documents. We are printing fewer pages per month, but still delivering the necessary paperwork. Overall, we estimate we have saved around 1.7 tons of paper as a result of our focus this year.

Green Commuting in Germany Through Discounted Bike Benefit

We know that one of the best ways to commute to work — both for our co-workers and for the environment — is by bicycle. In Germany, our co-workers now are eligible to purchase a bike, including e-bikes, directly through the manufacturer at discounted rates. Access to a wide range of additional services, like access to trained consultants, if you have questions about your bike, full coverage, including theft compensation and mobility guarantee in case of damage, access to the Green Bicycle Club App, and more ensure that co-workers get the most out of their experience.

Sustainable Warehouse and Office Design in Aalst, Belgium

We recently renovated our 5th largest European facility in Aalst, Belgium, focusing on enhancing resource efficiency. Measures include optimizing heating and cooling systems, improving insulation, upgrading to energy-efficient LED lighting and maximizing natural lighting. On-site solar panels currently power 20% of our energy consumption, with plans to expand. We installed faucet sensors and outdoor water permeable tiles that filter and recirculate rainwater back into operations, reducing water consumption by almost half. We also introduced a bike shed and electric vehicle charging stations for co-workers. Future plans include automating warehouse processes and consolidating loads to reduce emissions.

Investing in Renewable Energy Sources

The shift to a clean, reliable alternative to fossil fuel is imperative to achieve emissions and global net zero targets. At TD SYNEX, the accomplishment of our net-zero by 2045 goal is dependent on a transition of our energy to renewable sources. Last year, we published our inaugural corporate citizenship report, and within a short timeframe we have already realized significant results as part of our commitment to reducing GHG emissions. TD SYNEX has increased our electricity derived from renewable energy sources to approximately 31%.

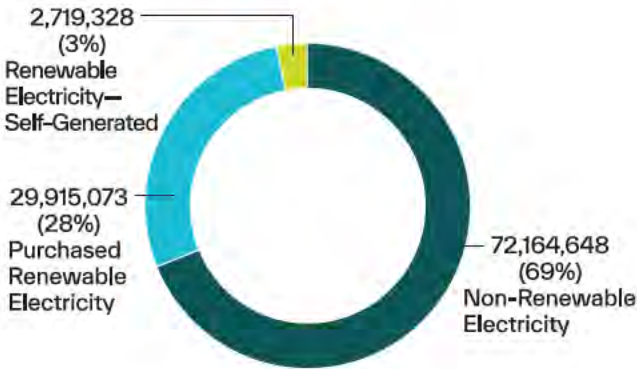
Our wholly owned subsidiary, Hyve Solutions, transitioned its three largest manufacturing sites to 100% renewable electricity. In addition, many of our facilities in Spain, Italy, the United Kingdom, France and the Czech Republic have shifted to certified renewable-sourced electricity.

TD SYNEX has procured renewable energy through self-generating solar and bundled Renewable Energy Certificates (RECs) or Guarantees of Origin (GOs) with the electricity consumed from the grid. In the locations where RECs or GOs are not available the company has obtained the equivalent documentation to support our claims. We are looking to continue to expand our renewable energy procurement across our global operations, driving further operational efficiencies and cost savings.

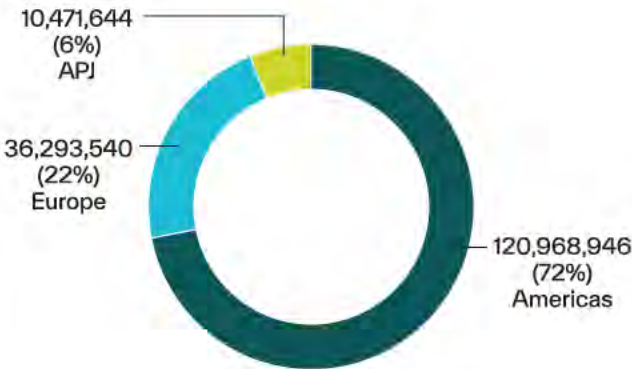
Leading the Renewable Revolution in the U.K.

In January 2023, our team in Basingstoke, U.K., completed the move to a new EPC- and BREEAM-rated office that boasts full LED lighting and light sensors, EV charging stations and solar panels on the roof. We also installed EV charging stations at our offices in Maplewood and Warrington and shifted to renewable energy at Magna Park. With our Basingstoke, Magna Park and Warrington sites all using renewable energy from the grid, 100% of our U.K. energy consumption is now sourced from renewable sources.

Global Renewable Electricity vs. Non-Renewable Electricity (kWh)⁹



Global Energy Use by Region (kWh)⁹



Setting the Stage for Long-Term Wins in the U.S.

We're currently working on a large-scale solar installation at our facility in Swedesboro, New Jersey, that we plan to complete in FY2024. This facility is our 7th largest site in the U.S. and the 10th largest globally, making this solar installation particularly impactful.

⁹ Please refer to page 45 for energy and electricity use disclaimer.

Sustainable Transportation and Logistics

Driving Logistics Progress in France

In October 2023, TD SYNEX France was awarded a Premium Transportation and Logistics label from the country's National Road Transportation Federation. TD SYNEX was the only company with more than 250 employees to achieve the premium label, which it received during an awards ceremony held by the Ministry of Ecological Transition.

“

This award confirms our leadership position and will strengthen the loyalty of our customers who are increasingly focused on green supply chain issues.”

Li Yang, Transportation Manager at TD SYNEX France

¹⁰ MIT Climate Portal, Freight Transportation.

Zeroing in on Transportation and Logistics

Freight transportation plays a critical role — not only in our business and industry but in the global economy. Freight-based carbon emissions account for about 8% of global GHG emissions and experts predict that these emissions may double by 2050.¹⁰ If we want to make meaningful climate progress, this is an essential issue to address. TD SYNEX has identified Sustainable Logistics as one of two towers of specialization — areas where we're uniquely positioned to advance sustainable change (the other being the Circular Economy). We're currently focused on improving our collection of transportation data, with an emphasis on calculating the company's transportation-based emissions. This will allow us to better understand where to focus our decarbonization strategy.

To reduce our transportation-based emissions, we introduced a load optimization project for our shipments and lowered our material usage — and, as a result, our costs — associated with repack boxes. We are engaging and collaborating with our logistics providers to explore more sustainable methods of distribution such as load and modal optimization.

Reducing Emissions by Consolidating Shipments for Our Customers

One of the ways we execute load optimization is through consolidation, which increases the load factor of vehicles, subsequently reducing per parcel emissions. We used this approach for a major customer, strategically consolidating delivery from our regional warehouses to two of the customer's locations. This resulted in more than 10,000 tons of shipments being shifted into the cleaner truckload (TL) method. We estimate that more than 1,500 metric tons of CO₂e have been avoided in the first year of the program. Other benefits have included cost savings, greater customer satisfaction due to fewer shipping losses, increased security and less damage due to decreased handling.

Calculating Our Transportation-Based Emissions

In Europe, we used the distance-based method to automate our calculations of GHG emissions per shipment. In this method, the distance is multiplied by the mass of goods being transported and relevant emission factors provided by U.K. Department of Environment, Food and Rural Affairs (DEFRA). We based our distance-per-shipment calculation on each shipment's origin and destination using Google Cloud API. The results are accessible through Microsoft Power BI, an interactive data visualization platform. We plan to expand them to include inbound and intra-company transportation before rolling out similar calculations to the rest of our regions.

Logistics Partnerships Help Decrease Emissions

This year, Belgium and the Netherlands worked to increase green transportation by engaging with vendors, carriers and customers. For example, we participated in a project organized by one of our main carriers to decrease their footprint impact by 400 tons of CO₂ emissions. We also aim to increase the efficiency of shipments by maximizing orders with the customers and consolidating them.

The Circular Economy

Many of us spend our days interacting with an array of digital devices. We move through the world toting smartphones, laptops, tablets and smartwatches — plus all the associated cords. But what happens when our devices stop functioning, or when we upgrade to something new?

Typically, they wind up contributing to global electronic waste (e-waste), of which the ITU, a specialized agency of the United Nations, reported that in 2022 a record ~62 million metric tons of e-waste was generated globally.¹¹

Globally, less than one-fifth of e-waste is properly collected and recycled. But over the past 20 years, companies have enhanced ways to meet customer needs while reducing enterprise waste. That has led vendors, distributors and

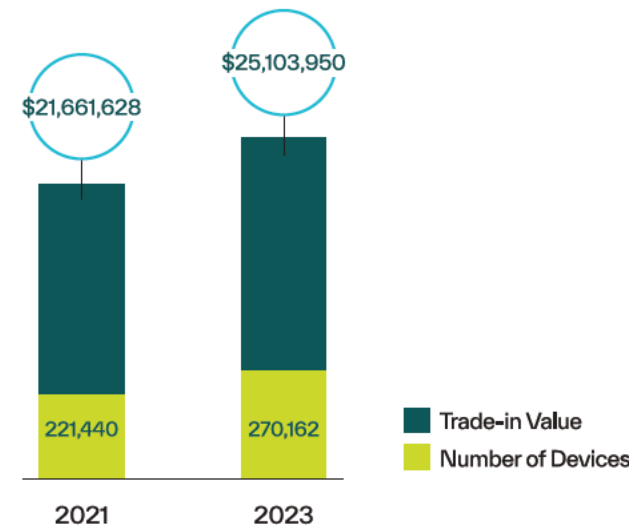
customers throughout the IT channel to begin adopting a circular economy mindset. In this model, products remain in circulation by being reused, repaired, remanufactured or recycled. It's a closed-loop framework that challenges the standard, linear product life cycle, in which raw resources become products that consumers eventually discard as waste.

At TD SYNnex, the circular economy is one of our two towers of specialization. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — [PCW](#), [Shyft Global Services](#) and [TD SYNnex Renew](#) — provide customers with life-cycle management services including redistribution, refurbishment, recycling and more.

In FY2023, we continued to expand these services while engaging customers and end-users on their various benefits. We saw increased participation in our Circular Economy Badge training program. Our TD SYNnex Renew device trade-in program also saw a ~22% increase in volume of devices and ~16% increase in trade-in value for our partners since FY2021. With the market for second-hand smartphones alone forecasted for a compound annual growth rate of 8.8% through 2027, these services are a promising pathway for both environmental progress and market growth.¹²

Environmental Commitment	Actions and Progress
Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling	Continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with our partners

TD SYNnex Renew Device Trade-In Program Growth



¹¹ UNITAR Global E-waste Monitor, [GEM 2024 - E-Waste Monitor \(ewastemonitor.info\)](#).

¹² IDC, [Worldwide Market for Used Smartphones Is Forecast to Surpass 430 Million Units with a Market Value of \\$109.7 Billion in 2027, According to IDC](#).

How We Bolstered the Circular Economy in FY2023



Partnering with tech's top brands to expand renew, refurbishment and trade-in services

PCW is the largest wholesale distributor of new excess, end-of-life and factory-recertified IT products in the U.S. The division recently launched a product renew program with Google and Xbox and began selling Microsoft Authorized Refurbished products. PCW also manages the new TD SYNEX Apple trade-in program, which will enable us to further reduce the number of devices in landfills.



Maximizing the lifespan of medical devices and avoiding waste
Shyft Global Services provides end-to-end product and customer life-cycle management services. They've recently been working with medical device customers to establish programs that enable decommissioned products to be sent to Shyft for testing and possible refurbishment and reuse. Shyft already has four products in its consumable to repairable offerings, which have prevented thousands of units from being recycled or scrapped. Additionally, all of Shyft's primary facilities are ISO 13485¹³ certified to help ensure that medical devices are safe and used for their intended purpose.



Diverting more mobile devices from landfills across Europe
In our European region, we developed a graduated channel for mobile devices that will enable TD SYNEX to give even more mobile phones a second life in FY2024. We have developed a robust trade-in platform that can be connected with our partners' portals to streamline the quotation and delivery of used handsets.

¹³ ISO 13485 refers to the set of standards put forward by the International Organization for Standardization specifying requirements for the medical device industry's quality management system.

Our Positive Impact by the Numbers

~\$81M

Value of manufacturer-renewed products redistributed by PCW

~523

Metric tons of repaired products returned to service via Shyft Global

~25

Metric tons of ferrous material preserved through TD SYNEX Renew – with 70 pounds of rare material diverted from e-waste disposal

Our Ongoing Impact with Human-I-T:

Human-I-T is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while empowering organizations to do good by diverting technology from landfills. For additional details on our partnership with Human-I-T, see [page 31](#) of this report.

1K+

Pounds of toxic metals diverted from landfills

\$202K+

Donated since 2020

119K+

Computing devices refurbished and distributed to deserving communities

51K+

Pounds of technology diverted from the waste stream

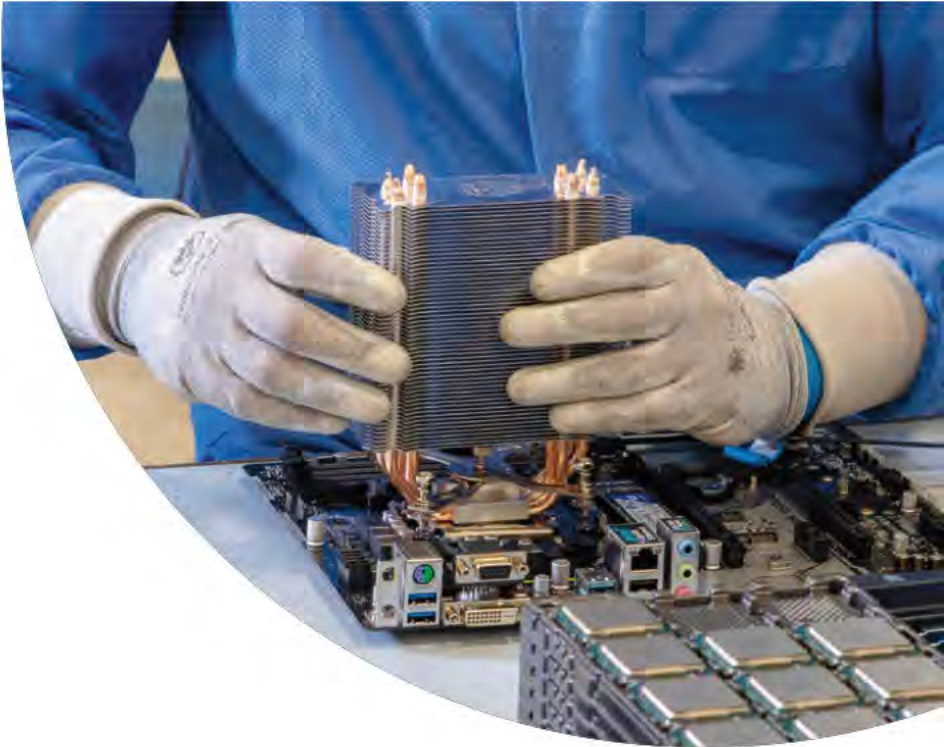


Responsibly Managing Materials and Waste

Our commitment to environmental stewardship not only guides us to reduce waste and material usage but also to ensure our products and waste-handling processes are safe. Our goal is to see that:

- The products we bring to market are properly labeled with applicable safety warnings and handling instructions to protect both users and the environment.
- Our vendors' products are compliant, which includes responsibly using raw materials and chemicals and reducing hazardous substances in materials, products and packaging.
- Any waste we collect related to our vendors' products, batteries and packaging is recycled and properly disposed of.

Additionally, in FY2023, our teams ensured our compliance with emerging regulations surrounding the takeback of e-waste, batteries and packaging in Europe. We also collected product information from our vendors to properly register materials of high concern, in line with emerging Surgical Care Improvement Project (SCIP) regulations. This supports the safety of the environment and those working at recycling facilities. Our strategy is to continue expanding these efforts in other regions so we can continue to drive compliance and improvements.



Modeling a Waste-Smart Mindset at Shyft Global Services

Our business, Shyft Global Services, specializes in technology life-cycle management, so it's no surprise Shyft's teams are committed to reducing operational waste. In 2023, they recycled nearly 400 metric tons of cardboard across their sites. In addition, their Groveport, Ohio, facility implemented new initiatives to reduce its electricity and emissions while creating more capacity for repair programs that extend product life and reduce waste.

Reducing Waste in Our BENELUX Region

In the offices and warehouse in Belgium, we have reduced the waste by 31% through initiatives such as better sorting and recycling, and including recycling on contract negotiations with vendors that govern the process for scrapping and recycling returns at our locations.

A Culture of Sustainability

We believe in the power of every co-worker at TD SYNEX to lead positive change. We're invested in building a culture that fosters a sustainability mindset, which co-workers can apply in their day-to-day roles.

Our Sustainability Working Group is a team composed of co-workers from many different functional areas, including Sustainability, Procurement, Operations, Legal and Sales. The group meets monthly to collaborate, share success stories and updates, and communicate goals affiliated with sustainability initiatives.

In addition to the Sustainability Working Group, our global network of Green Teams empower co-workers to organize sustainability initiatives across our sites. In FY2023, we expanded this network to include nearly 40 teams that led projects from beach cleanups to recycling campaigns and beyond.

During the year, we held two sustainability summits for co-workers in our LAC and APJ regions. The summits focused on building capacity to raise the bar on sustainability and included a discussion of the evolving regulatory landscape, competitive benchmarking and region-specific trends. They also included workshops on three key topics: data collection for reporting; energy conservation and renewable energy transition; and sustainable transportation and logistics. We see the summits as a way to build momentum in key regions and aim to scale our efforts over time.

Additionally, our wholly owned subsidiary, Hyve Solutions, holds monthly "Hyve Environmental Initiative meetings," which involve timely presentations and co-worker discussions of Environmental Sustainability topics; such as energy use and conservation, carbon footprint analysis, and waste minimization and recycling.



Expanding Our Impact Across Regions

Year after year, our teams inspire us with their passion for caring for their communities and the planet. Here's how they rallied together to make a positive impact in FY2023.



Our LAC region launched a program focused on environmental stewardship and community support. In its first year, the program hosted multiple activities, with participation from more than 90 co-workers throughout Argentina, Chile, Colombia, Ecuador and Peru. The activities included tree planting — which was a focus in FY2023 — as well as opportunities to help improve local food security and community health.

In our quest to lower GHG emissions, opportunities for energy savings are as good as gold. In Europe, we led our teams on energy treasure hunts to identify each site's energy baseline and opportunities for improvement. They compiled the top opportunities into a report on EU findings and coordinated follow-up meetings to develop implementation plans. Through initiatives such as optimizing sites' room temperature settings and reducing electricity used for plug-in devices, our pirate crews successfully achieved their goal of reducing energy consumption in our European operations by 15%.

Our Green Team in Brazil had a busy year focused on action and education.

They launched a Seeds of Knowledge communications series with environmental tips for co-workers and hosted an upcycling workshop to transform egg cartons into necklaces for women undergoing cancer treatments. They also hosted a “plogging” event, collecting and recycling sidewalk litter and recycled caps from plastic bottles to raise money for animals via a local non-governmental organization.

In Barcelona, Spain, TD SYNEX gathered multi-functional co-worker teams for a week of hackathon events where collaboration, problem solving and rapid innovation help the team tackle real-world problems. Four out of five proposals are being implemented. The winning proposal was for a tool to manage and mitigate the impact of price changes across departments. As of early 2024, one of the proposals, a carbon emissions tool integrated on the Microsoft Power BI platform, is being used to share carbon emissions reports with our customers, as explained on [page 15](#).

Our Costa Rica-based Green Team engaged co-workers throughout Caribbean and Central America (CCA) in several volunteer opportunities and educational sessions. In April, they held a virtual Waste Management meeting to discuss best practices related to waste collection, separation and disposal, and they hosted a beach cleanup at Playa Guacalillo in July. Meanwhile, our teams in Mexico, one of the most populated countries in the world, focused on properly sorting and, whenever possible, recycling various forms of office waste.

Our teams in India installed water-saving devices in their Mumbai and Delhi offices that will save approximately 292,500 liters of water each year. They also recycled nearly 3,700 pounds of paper to save the equivalent of approximately 30 trees.

Following the APJ Sustainability Summit, regional Green Teams examined 19 local offices and warehouses to identify areas where energy conservation measures could reduce operational carbon emissions. Together with co-workers on the ground, they implemented a range of initiatives including a trial project to power off demo servers on the weekends in Singapore and office surveys to identify and address heating- and cooling-based energy loss. They also optimized light usage and conducted awareness sessions to encourage co-workers to be more conscious of the resources they use.

Biodiversity

As a company that relies on earth's natural resources and minerals to create the products that power the technology ecosystem, we value and work to protect those resources through multiple initiatives. The stakes could not be greater; with strong biodiversity comes the potential for discoveries that could improve life for all, including supporting medical advancement, an abundant food supply and even responding to climate change.¹⁴

We also believe in taking action to support biodiversity. This year, TD SYNEX engaged co-workers in our first-ever Earth Month, hosting a variety of activities such as fireside chats with our partners Treedom and Human-I-T. We began partnering with Treedom to plant a tree for each of our full-time co-workers in FY2022. One year later, we've grown our TD SYNEX Forest to include more than 33,000 trees of several varieties. These trees are planted in agroforestry systems that support the livelihood of farmers as well as biodiversity.

¹⁴ [Environmental Protection Agency](#)

Growing Our Impact With Treedom

Over 8K

Metric tons of CO₂e absorbed
by the TD SYNEX Forest



3

Countries directly impacted

Over 33K

Trees planted to date

~2K

Farmers engaged



Education and Thought Leadership

We aspire to see environmental progress take hold not only at TD SYNEX but throughout the IT channel. Based on our areas of expertise — and the lessons we’re learning as we advance our sustainability journey — we have an opportunity to help others achieve their own sustainability goals.

In FY2022, we introduced our industry-leading badge training program to provide our co-workers, vendors, customers, partners and other IT leaders with critical information about sustainable practices. We resumed the program in FY2023 and expanded it to include a third module on Carbon, in addition to the two existing modules on Sustainability Essentials and Circular Economy. We continue to see greater participation and completion of the modules and look forward to continued growth as we add additional topics.



Through 2023, we’ve issued:

over

700

sustainability badges to channel partners and co-workers

With our SBTi goals of getting 90% of our suppliers and 58% of our customers started on their own science-based targets setting journey by 2028, we are working to further develop our education and thought leadership pillar. Furthermore, this deepens our passion and efforts to drive sustainability in the IT Channel and build a more sustainably conscious supply chain overall.

Helping Our Partners Qualify as Cisco Sustainability Specialists

Cisco’s Environmental Sustainability Specialization equips companies to support their customers’ life-cycle management process and deliver services tailored to their individual needs. After achieving this accreditation across our European footprint in early 2023, we went on to launch our own course for accreditation in March. Since then, we’ve helped more than 20 partners become Cisco-approved sustainability specialists in the U.K.

Qualified partners can take advantage of the Cisco Refresh program to offer certified re-manufactured Cisco products, often at a reduced price. Partners can also use Cisco solutions to enable smart buildings, gather data and unlock further efficiency improvements.

“By giving our partners the opportunity to attain this accreditation, we’re enabling them to provide their customers with informed and intelligent advice on sustainability choices on Cisco technologies.”

Jon Sawdon, Business Unit Director, Cisco and Enterprise Networking, TD SYNEX U.K.

Social Responsibility

We talk a lot about the IT ecosystem, and that might conjure up images of devices with glowing screens. But technology is also about people and the ways we connect. We believe in the power of people at TD SYNnex, and we invest in our co-workers and communities to help them thrive. Our culture is strengthened by our differences, oriented toward a common purpose and built on the idea that when we care for one another, we all win.



Activating Our Strategy in FY2023

Launched our new LEAD program to promote leadership development

Achieved our goal to double co-worker participation in our BRGs two years ahead of schedule

Launched a dynamic new volunteer platform, to create a central source of real-time data on co-workers' volunteer activities around the world

Made our largest contribution of devices to date to our community partner, Human-I-T



Empowering People to Be at Their Best

Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow.

In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. Two years into our merger, we continued to align workplace practices across our legacy companies. For example, by implementing a unified process for global succession planning, we can ensure a smooth transition from a co-worker's first day on the job until their last.

Tuning in to the Insights of Our Co-Workers

Our employees have powerful insights, so we regularly invite them to share what's working well in our workplace and how we can improve. Each year, we conduct our Your Voice Matters employee engagement survey, which includes more than 50 questions covering a broad range of topics. We completed our most recent survey in the fall of 2023 with a global participation rate of 77%. We also received an overall engagement score of 74, which compares favorably to other tech companies and broader industries. In addition to our annual survey, we use pulse surveys to engage our co-workers on targeted topics.

Promoting Professional Growth

Whether they're overseeing an entire department or serving as a member of a small team, we believe that every co-worker has the potential to lead. In recent engagement surveys, co-workers have let us know that they're eager for opportunities for professional growth. With that in mind, we invested in the following training and leadership development initiatives in FY2023.

TD SYNEX Continues to Be a Great Place to Work

For the second year in a row, TD SYNEX was proud to be Certified™ as a Great Place to Work® in 10 countries in 2023. This prestigious award is based on a survey of our co-workers' experiences. In the U.S., more than 74% said TD SYNEX was a great place to work, compared to 57% of employees at the average U.S. company.





Investing in Training for High-Growth Areas

In the tech industry, new topics and technologies are constantly taking shape, from the latest developments in large-scale cloud platforms to new considerations regarding artificial intelligence (AI). For co-workers from across our enterprise — especially in high-growth areas, such as sales — we’re expanding resources to build knowledge around these emerging topics. We currently offer more than 10,000 courses and multiple certifications.

Unlocking New Opportunities to Lead

One of our major accomplishments of FY2023 was rolling out our new LEAD program, which stands for Leading for Empowerment, Accountability and Development. The program supports professional growth for co-workers of all levels and stands to boost our culture and performance. LEAD is focused on enabling co-workers to develop behaviors that are aligned with our Servant Leadership in Action model. Using a tiered approach, we began by rolling the program

out to those at the level of vice president and above. We will continue administering LEAD to all directors, supervisors and managers, with an aim to have participants complete all three modules over the next two years. We also offer a self-paced learning component to all individual contributors. As of March 2024, approximately 90% of managers and above completed at least one LEAD module.

Promoting More Productive Coaching With Career Flow

As we strive to build a strong leadership culture, we’re finding ways to improve the coaching experience. Our new Career Flow program provides resources to help our teams bring development into focus. Career Flow includes a library of resources — such as e-learning, manager guides and a development catalog — that managers and co-workers can use to structure their conversations during quarterly touchpoints. The goal is to help co-workers consider what avenues they’d like to seek in their careers and plan their pathways forward.

Maintaining a Safe Workplace

Workplace safety is a fundamental element of our co-workers’ well-being and our commitment to creating an environment where they can deliver great results.

We regularly review our safety practices, tracking incidents and near misses to understand the root cause of safety issues and how we can prevent them throughout our organization. In addition, we have set structures and responsibilities, targeted goals and objectives, and detailed logs we report. Our required safety training covers our standard for reporting safety incidents. We also provide safety courses that are tailored to our co-workers’ various roles. In FY2023, we focused on unifying our approach, creating a formal Health & Safety policy and shifting to a single vendor for all safety data sheets in the majority of our regions.

We aspire to a goal of zero accidents and injuries and work diligently to identify and mitigate potential risks. These risks vary across our workplace settings and geographical locations, which include offices, logistics centers and warehouses. In each, we follow all jurisdictional requirements including federal and local levels. Our facilities in France and Germany hold ISO 45001 certifications for managing occupational health and safety risk and performance. In the U.S., we align our practices with the guidance of Occupational Safety and Health Administration (OSHA) standards. We also comply with state-specific safety standards and have established internal requirements, which tend to exceed those outlined by OSHA. For example, we adhere to California’s Injury Illness Prevention Program — not only in California but across the U.S. — which establishes best practices for identifying hazards and taking corrective and preventive actions.

Supporting a Broader Sense of Well-Being

We take a genuine interest in our co-workers’ physical, mental, financial and social well-being. In recent surveys, this is an area where our co-workers have asked for extra support. We’re providing that support through our Life Empowerment Assistance Program (LEAP) offering, which helps our co-workers find balance and navigate challenges in their work and personal lives. It’s available for crisis situations and to address the emotional, practical and physical needs of our co-workers and those with whom they are close.

Our core well-being features include work-life consultations and up to six sessions each focused on counselling, life coaching and mindfulness. We offer hybrid work schedules when feasible, depending on job function, allowing co-workers the flexibility to balance working remotely and on-site. We’ve also introduced Global Well-Being Champions who support well-being across our regions and sites. In FY2023, we moved to a new third-party wellness provider that better aligns with our global, inclusive approach and allowed us to expand our wellness offerings. Additionally, our comprehensive benefits program now includes several voluntary offerings such as auto and home insurance; hospital indemnity; critical illness coverage; identity protection and more.

It Takes a Team: What Well-Being Looks Like at TD SYNEX Mexico

Our co-workers at TD SYNEX Mexico invest in programs to build emotional intelligence, confidence and skills — with initiatives that span from the office to the field. In FY2023, they hosted a soccer tournament for more than 100 co-workers, customers and business partners that enabled players to network, bond and exercise while releasing stress. The region also promoted Suicide Prevention Month to raise awareness for mental health, and leaders hosted quarterly conferences focused on accountability and improving co-workers’ quality of life. These events build on a successful mentorship program and a new Great Place to Work® course aimed at making participants more aware of their contribution to the company’s results.



Creating a Culture Where Everyone Feels Connected

Our teams are strongest when they bring together co-workers with diverse backgrounds, perspectives and expertise.

We believe our differences and our common purpose make us who we are. In seeking to understand one another, we treat our colleagues with dignity by showing respect. We also empower ourselves to learn, evolve and help our partners achieve great results.

This perspective underpins our commitment to diversity, equity and inclusion (DEI), which we furthered with initiatives around the globe in FY2023. For example, our LAC region created its own DEI Council and our APJ region hosted events around cultural diversity, inclusive language, International Women's Day and Pride. We also increased the reach and participation of our BRGs. These efforts are part of our enterprise DEI strategy, which is overseen by our central DEI team and supported by leaders and co-workers worldwide.



Company

We prioritize accountability and aim to see that resources, processes and measurements are in place to support our commitments so that co-workers clearly understand their roles.



Culture

We know our differences make the difference. We value, respect and celebrate our diversity. Through our councils, BRGs and co-workers, we create opportunities to educate, celebrate and recognize our diverse co-worker communities and our inclusive culture.



Community

We emphasize corporate citizenship to engage and uplift our local communities and we leverage our position to help build a diverse and robust IT ecosystem.

Increasing Representation in Our Global Workforce

Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes underrepresented candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been from underrepresented groups.

This year, we began a partnership with workplace equity specialists, establishing pay equity methodology and a global analysis that lead to piloting a new pay equity tool that brings data into our hiring decision process. We have also extended our online compensation training to all people managers and embedded it into the new manager onboarding process. Looking forward, we plan to pursue Fair Pay Workplace certification and continue our effort to be an inclusive, equitable employer to all current and potential employees.

Additionally, we’ve created a new dashboard to make our workplace demographic data more accessible to our company’s leadership so they can better understand how we’re progressing toward our goals. We also reimagined our external hiring platform from the ground up — creating a new career site that features our commitment to DEI and information about our growing network of BRGs.

¹⁵ Excludes Hyve Technologies co-workers.

Social Commitment	Actions and Progress
Increase the representation of underrepresented groups in our workforce by 2025	- Launched a global inclusive recruitment commitment - Created a new dashboard to make our workplace demographic data more accessible to leadership - Reimagined our career site to support inclusive recruitment
Increase the representation of people who identify as women to 50% of our workforce by 2030	- Publication of gender metrics for transparency and tracking - Performed a Diversity Talent Review - Global expansion of women-focused BRG Elevate
Increase the representation of people who identify as women to 40% of our leadership roles by 2030	- Expansion of female mentoring programs in North America, Europe, APJ - Increased representation of people who identify as women from 27% to 28% in leadership roles year-over-year¹⁵ - Launched LEAD program to support professional growth for co-workers - Established Career Flow resource to help co-workers plan their careers - Increased representation of people who identify as women from 42% to 43% of our workforce

Celebrating Women in the Channel

In FY2023, CRN®, a brand of The Channel Company, recognized 19 TD SYNnex leaders on its annual Women of the Channel list. The list celebrates women from vendor, distributor and solution provider organizations whose expertise and vision are leaving a noticeable and commendable mark. Two of our leaders were also named to the Power 100 list, which spotlights female executives whose insight and influence are helping to drive channel success.

Embracing Representation in Our Partnerships

North Carolina-based coffee shop and roastery, 321 Coffee is staffed by individuals with intellectual and developmental disabilities, providing them a chance to flourish and grow. We were honored to host their CEO and a barista at our annual TD SYNnex Inspire conference, where we presented them a \$5,000 donation, which was then matched by Lenovo. TD SYNnex partners were then treated to a behind-the-scenes look at 321, where they learned about the roasting process, saw the equipment that helps create an accessible and independent workplace and observed the many sustainable practices 321 has embedded into their operations.

Supporting Inclusion Through Our BRGs

Our BRGs, Business Resource Groups, are co-worker led communities centered around underrepresented affinities and identities. They support workplace inclusion while empowering our colleagues to connect, learn and lead. In FY2023, we doubled co-worker participation with BRG channels in The Current, our internal communications platform, therefore achieving our 2025 goal.

Social Commitment	Actions and Progress
By 2025	
Double co-worker participation in our BRGs	Exceeded by more than doubling participation in FY2023

Several BRGs, such as Elevate and Spectrum, increased their number of chapters, with Spectrum coordinating events to celebrate Pride month with co-workers around the globe. Throughout our U.S. logistic centers, we saw strong participation with Patriots, dedicated to the military community, and other BRGs. Similarly, we saw significant growth in Europe, where we recently launched Limitless, a disability and neurodiversity focused BRG that we plan to expand to the U.S. in FY2024. To further integrate our BRGs with our company, we asked each of them to define a roadmap in FY2023 that aligns with our DEI strategy pillars. Moving forward, we aim to increase executive engagement in BRG- and DEI-focused events and to continue expanding our BRG network worldwide.

Advocating for Ecosystem-Wide Change

As we cultivate a diverse, equitable and inclusive culture within TD SYNnex, we’re also working to enact broader change. In FY2023, we created a workstream through our North American Diversity and Inclusion Council that is dedicated to advancing DEI throughout the IT ecosystem. The workstream includes a new Diversity Alliance program that enables us to identify which of our resellers, customers and service providers are certified minority-owned businesses. The program is also designed as a forum in which we can share insights, policies and practices to help our partners expand their capabilities and capacity.

These efforts build on our enterprise Supplier Diversity program, which aims to increase direct and indirect spending with diverse businesses, including those owned by minorities, veterans, people with disabilities, LGBTQ+ individuals and women. We leverage a diverse supplier spend database to track our spending with diverse suppliers and identify opportunities to grow our spending in this regard.

Social Commitment	Actions and Progress
Increase the diversity of our partner ecosystem	- Created a diversity partner workstream as part of our DEI Council priorities - In the U.S., included DEI in our Vendor Summit and Inspire 2023 event and VisualSolv Executive agendas - Expanded our Diversity Alliance Program - Recorded non-trade spend with minority owned businesses

Our Expanding Network of BRGs



■ **Elevate** - Dedicated to attracting, retaining and advancing women



■ **Embrace** - Dedicated to recognizing and celebrating all cultures and ethnicities represented in UK&I



■ **Patriots** - Dedicated to recruiting and supporting military veterans, active service personnel and military family members



■ **Spectrum** - Dedicated to recognizing, advancing and supporting LGBTQ+ co-workers



■ **Beacon** - Dedicated to recognizing, empowering and advancing Black co-workers



■ **Fuerza** - Dedicated to empowering, developing and celebrating Hispanic and Latinx co-workers



■ **Rise** - Dedicated to celebrating, supporting and advancing Asian and Pacific Islander co-workers



■ **Limitless** - Dedicated to supporting an environment that welcomes, celebrates and nurtures those with differences and disabilities

Engaging Our Local Communities



We have the power to do good in the world — not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need.

Co-workers can get involved through our Volunteer Ambassador Network (VAN) and by requesting funding for organizations that align with our pillars through our Charitable Giving programs.

In FY2023, we continued to grow our impact through community partnerships and three signature events: our Volunteer Month in December, our Next Meal campaign in July, and our annual Share the Magic campaign in North America. We also launched a new volunteer platform to better track our co-workers' efforts.

Giving the Gift of Time With Volunteer Month

Each December, TD SYNEX co-workers are encouraged to give the gift of time by volunteering in their community. In December of 2023, we achieved 470 hours of collective volunteerism with 15 nonprofit organizations.

Our Community Relations Pillars

1

We're bridging the digital divide by increasing access to digital technologies and literacy programs.

2

We support organizations that are focused on providing children with tools and resources today that will help them have a better tomorrow.

3

We recognize that wellness looks different for everyone — yet it's critical to living a more balanced life.



Bridging the Digital Divide

We believe that anyone can do great things with technology — but first, they need access. At TD SYNEX, we’re working to bridge the digital divide by expanding access to literacy programs and digital devices. In October 2023, we held our Digital Inclusion Week, an annual week of awareness, recognition, and celebration around digital inclusion work, highlighted by a co-worker technology donation drive. One of our ongoing partners, Human-I-T, is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while diverting technology from landfills. These tools and services ensure everyone has the opportunity to use technology to live, learn, work and thrive. Since 2020, we’ve donated over \$202,000 to support Human-I-T’s social and environmental efforts, and in FY2023, we made our largest contribution of devices to date. We also launched a new program, in which we donate pre-owned TD SYNEX Renew products to qualifying community partners. Already, we’ve leveraged the program to donate virtual reality equipment and HP notebooks and printers to schools and other organizations serving students in Florida and Illinois.

Social Commitment	Actions and Progress
Help bridge the digital divide by providing devices, digital skills, training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human-I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people	Achieved by equipping thousands of households with digital connectivity, including assisting ~95,033 households in signing up for free or low-cost internet and distributing more than 119,000 refurbished computing devices to deserving communities

“

In an era where access to technology equates to opportunity, TD SYNEX’S alliance with Human-I-T is a driving force in democratizing digital access across North America. This initiative has a direct, life-changing impact on diverse groups including students, veterans, caretakers, and jobseekers, supporting them as they chase their dreams and aspirations.”

Gabe Middleton, Chief Executive Officer, Human-I-T



Teaming Up to Empower Learning

TD SYNEX has a longstanding partnership with the Tampa Bay Rays, working together to make a positive impact on the Tampa/St. Pete area in Florida. During the month of September, we partnered on a number of initiatives to give back to the community, including a food drive that created 10,000 meals for families and individuals facing food insecurity. Later that month, TD SYNEX and Rays co-workers teamed up with United Way Suncoast to help with a renovation project for Learning Empowered, a local nonprofit using education as a basis to address unmet needs of the community.

The Rays partnership also consists of a Double Play Program in which TD SYNEX will donate \$250 for each Tampa Bay Rays home game opening defense double play during the season. This year, the nearly \$20,000 total from the Double Play Program benefitted Youth Development Initiative (YDI), a local nonprofit in Clearwater, Florida, dedicated to fostering and supporting the success of minority youth. This organization came to our attention through the advocacy and engagement of one of our TD SYNEX co-workers, whose volunteering, personal donations and matching gifts from TD SYNEX have helped fund college tours, scholarships and educational STREAM (Science, Technology, Reading, Engineering, Arts and Math) workshops.

Helping Children Achieve a Better Tomorrow

We believe that unlocking potential for all starts early and never truly ends. With this in mind, we support programs that provide children with the tools and resources they need to succeed. The focal point of our fundraising efforts is our Share the Magic program. Over the past 13 years, we’ve raised more than \$25 million for 16 beneficiaries throughout North America, including organizations such as the Children’s Dream Fund and A Child’s Haven, which helps children with developmental delays. In FY2023, we expanded the program from seven to eight chapters, with the inclusion of our Clearwater co-headquarters. In total, our teams raised more than \$4 million to support more than a dozen organizations throughout Canada and the U.S.

Cultivating the Literacy Skills to Explore New Worlds

When school-aged kids strengthen their literacy skills, they unlock new stories, new confidence and limitless potential. TD SYNEX is proud to be a founding donor of New Worlds Reading, an initiative of the University of Florida that empowers families to help their children develop reading skills through access to free books and reading activities. By the close of the 2022-23 school year, nearly 200,000 students had enrolled, with New Worlds Reading sending them a total of four million books. In the coming year, the initiative will expand to serve students in voluntary pre-kindergarten, helping students discover a love of reading even earlier.

Beautifying Community Spaces

Our TD SYNEX co-workers volunteer their time to amplify the impact for our partner organizations, bringing their own skills and interests to bear. This year, our corporate communications team volunteered at Learning Empowered, spending the day painting a mural on the building, beautifying the space for community members and learners.





Promoting Health and Wellness

We believe health and wellness are essential for our communities to thrive. Unfortunately, many people currently struggle to meet their nutritional needs. According to the World Food Programme, more than 333 million people faced acute levels of food insecurity in 2023. To help combat this issue, we encourage co-workers to work with local organizations that focus on food security during our Next Meal campaign each July. Co-workers can get involved by donating items to food drives and by volunteering with organizations to raise awareness and help distribute meals.

For our second-annual campaign in FY2023, we expanded our efforts beyond the U.S., with sites from Mexico to Singapore getting involved. We also coordinated with our Well-Being team to provide our co-workers with internal resources aimed at helping them live — and eat — well. For example, we held smoothie events in the U.S., hosted a budget workshop and asked co-workers to share healthy, affordable recipes with their peers. Outside of Next Meal, we partnered with the American Red Cross and UNICEF to assist global communities with disaster relief. In total, we provided more than \$70,000 to support communities recovering from wildfires, earthquakes, storms, conflicts and other emergencies.

Harnessing the Power of Grassroots Action

When our co-workers invest time into causes that they care about, they help us build a more caring and connected culture. Through our VAN, we've mobilized co-workers to spread their positive impact far and wide. We also launched a new volunteer platform that is available to co-workers companywide, which enables them to identify local volunteer opportunities and consistently track their hours. This will provide TD SYNEX with centralized, real-time data on the volunteer activities of our co-workers around the world.

Our Second Annual Next Meal Campaign

TD SYNEX's Next Meal campaign is a month dedicated to addressing food insecurity in communities. This year, the Next Meal campaign activated co-workers across the company to collect or sort over 8,000 pounds of food and package 1,000 meals with local organizations.

Feeding the Community, One Meal at a Time

Africa Sullivan has spent more than two decades working to address senior isolation and hunger with Meals on Wheels, serving at both the Greenwood and Greenville, South Carolina, chapters. During TD SYNEX's second annual Next Meal campaign in FY2023, a month dedicated to addressing food insecurity, Africa planned a volunteer event with Meals on Wheels for her Greenville-based colleagues. Because of Africa's dedication and passion, TD SYNEX has made a donation to support this program. Through all of her efforts, Africa has been able to truly make an impact on a cause close to her heart.

“I want to show how I can support my community. Volunteering gives me a sense of pride and identity.”

Africa Sullivan, project manager at TD SYNEX

Transforming Communities Worldwide



Corporate Governance

Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. We're also dedicated to safeguarding information and providing leadership to help our company succeed and maintain our stakeholders' trust.

Activating Our Strategy in FY2023

Strengthened our leadership team by adding two new Board members with significant industry expertise

Launched our Global Human Rights Policy, underscoring our commitment to ethical business practices, respect for human rights and responsible sourcing

Further harmonized our cybersecurity controls to ensure effective, consistent processes across all facets of the business

Initiated the process of self-certification to adhere to the new EU-U.S. Data Privacy Framework Principles

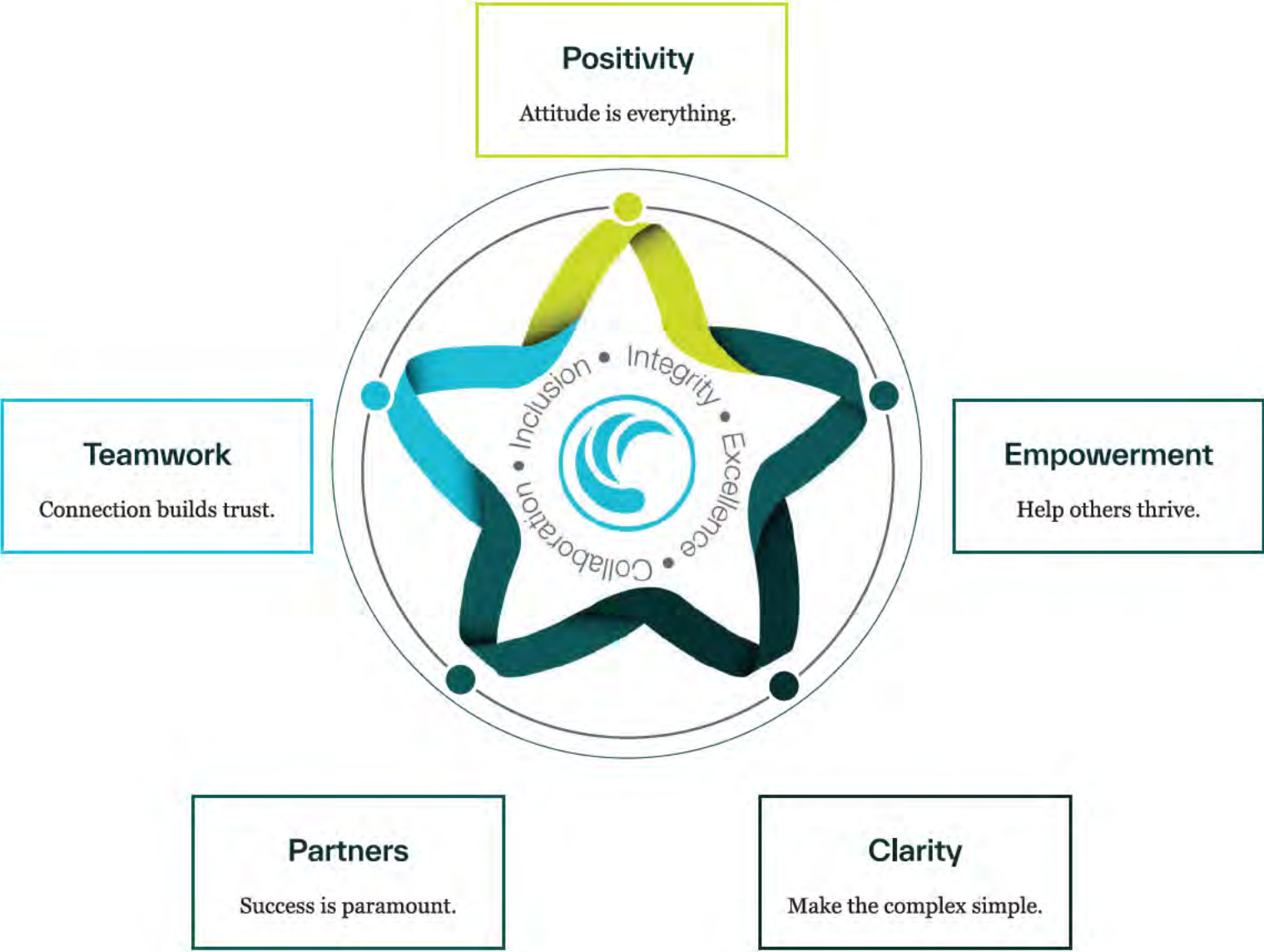


Putting Servant Leadership Into Practice

We hold true to our shared values through our Servant Leadership in Action behaviors, which help us build a positive company culture.

We strive to embody these behaviors across TD SYNEX and expect everyone to exemplify them — whether they're a co-worker, a manager or a senior leader. We further ingrain these behaviors by integrating them into our onboarding process, which is completed by every new co-worker companywide.

Our Servant Leadership In Action



Guided by Our Executive Leadership Team and Board

From the very top of our organization, our [Executive Leadership Team](#) and [Board of Directors](#) model our Servant Leadership Behaviors. They provide strong corporate governance based on best practices, local requirements and the needs of our co-workers, customers, vendors and other stakeholders worldwide. Our [Governance Guidelines](#) define our Board and senior leadership roles with regard to Board composition and leadership, operations, committees, management and other governance topics.

In FY2023, we expanded our Board from 11 to 13 members. Our new Board members include Kathy Crusco, an experienced chief financial officer with a background in software and unified communications, and Claude Pumilia, a seasoned leader in software and data services companies. Both bring industry expertise and strategic insights that support TD SYNnex’s mission of connecting the global IT ecosystem.

Providing ESG and Business Oversight

Our Board serves as a well-advised steward for our shareholders and receives regular updates about our Corporate Citizenship program.

The Board has three core committees, each of which guides our ESG and business progress in critical ways.

We also have a Corporate Citizenship Steering Committee — composed of a cross-functional group of senior leaders — to help us drive our ESG efforts forward. At the regional and global levels, we maintain Compliance committees to ensure key executive leaders at TD SYNnex, including the CEO, are

aware of current reporting trends and the resolution or status of investigations and ethics matters. We provide metrics and qualitative details to these internal governing bodies on a quarterly basis. We have also expanded the role of our Internal Audit function in ensuring the accuracy of our external reporting.

TD SYNnex's Executive DEI Council, comprised of the top leaders in the organization including our Executive Leadership Team (ELT), works to review and analyze DEI metrics, provide governance over global DEI strategy and promote inclusive practices throughout the organization.

Director Compensation and Benefit Program

We review compensation for our non-executive directors each year. Our compensation and benefit program for this group is based on the principles that director compensation should:

- Fairly pay directors for work required of directors serving an entity of our size and scope.
- Align directors’ interests with the long-term interests of our stockholders.
- Be structured in a way that is transparent and easy for stockholders to understand.

Our Governance Structure at a Glance

Board of Directors

- Fiduciary duty to shareholders
- Reviews corporate citizenship updates
- Reviews and oversees ESG policies and practices
- Ensures high governance standards
- Oversees IT security and data privacy controls

Nominating and Corporate Governance Committee

- Composed solely of independent directors
- Assists the Board in the development and implementation of ESG policies and practices
- Provides ESG oversight

Audit Committee

- Ensures integrity of financial statements
- Oversees disclosure and internal controls
- Ensures compliance with legal and regulatory requirements
- Evaluates independent auditor qualifications, independence and performance

Compensation Committee

- Reviews, administers, and approves equity-based compensation for our officers and co-workers
- Reviews the development and implementation of our human capital management strategies, practices and risks

Safeguarding Privacy and Data

We take our responsibility to secure our systems seriously. To do so, we continuously enhance our security measures while emphasizing the importance of security awareness among our teams.

We administer regular co-worker training to support adherence to our privacy, cybersecurity and IT-use policies. The company maintains strict IT standards for data confidentiality and accessibility. Our policy mandates the use of approved systems for company business and prohibits any unethical activities on company networks. We follow cybersecurity best practices and international standards and leverage sophisticated technology to protect our company and partners. The company's IT security and data privacy controls are overseen at the Board level.

Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action.

In FY2023, we completed the harmonization of our cybersecurity controls, elevating all operations to top-level controls and processes, including preventive, detective and incident controls. To further bolster our defenses, we invested in a new, automated platform to proactively track, understand and mitigate cybersecurity risks — both internally and within our supply chain. The platform enables cross-functional sharing of signals and threat intelligence with our security, data privacy, ethics and compliance business lines. We also use it to monitor and assess third parties with whom we do business or share data.

At TD SYNnex, we value intellectual property (IP). We know there are threats to IP in an increasingly global marketplace, and we work closely with our vendor partners to ensure the overall health of the IT channel.

One of the ways we do this is through our partnerships, including the Alliance for Gray Market and Counterfeit Abatement (AGMA), which brings together some of the most innovative technology companies in the world to share best practices for mitigating global intellectual property risks. We are the only IT distributor with AGMA membership, and we are currently serving as a member of the AGMA Board.



In October 2023, we received a one-year approval to self-certify compliance with the new [EU-U.S. Data Privacy Framework Principles](#), which allows us to engage in cross-border transfers of personal data while ensuring compliance with EU law.



Deepening Our Culture of Ethics and Compliance

We are steadfast in our commitment to ethical leadership, conduct and compliance — principles that form the bedrock of our operations.

Within our framework of corporate governance, we have established a comprehensive Ethics and Compliance (E&C) program to engage co-workers in creating a culture of integrity at every level. We have also established an Ethics Advisor Network to support the global E&C team. Leaders nominate co-workers as Ethics Advisors to champion TD SYNEX's shared principles and core values across our sites. Ethics Advisors provide a direct and confidential way for our co-workers to report ethical concerns. They also facilitate ethics and compliance awareness efforts and promote related training.

To ensure continued progress in our emphasis on ethical behavior, we have set ethics and compliance goals, including:

- Delivering an average of two hours of required online compliance training each year per co-worker, covering 8-12 key topics depending on their role.
- Reaching 98% of the required audience for every training campaign, including E&C training.

Our [TD SYNEX Code of Conduct](#) establishes and communicates our core expectations and principles regarding ethical business conduct and serves as a foundation to guide us as a single, unified team. Our public filings also serve as a resource where any material corruption incidents or breaches would be disclosed.

In FY2023, we rolled out e-learning on Code of Conduct topics such as anti-trust and competition law and conducted live, interactive versions of these trainings during global site visits. Our visits included sites in Latin America, Eastern Europe and Asia Pacific, where we emphasized the importance of speaking up about potential conflicts. We aim to conduct further on-site training across the majority of our locations over the course of the next several years. We also delivered online, interactive training in 17 languages on topics including Code of Conduct and Conflict of Interest Attestation, Fighting Bribery and Corruption, Managing Third Party Bribery and Corruption Risk, Antitrust and Competition

Achieved a

99.8%

completion rate for our
global Code of Conduct
training in FY2023

Law, Data Privacy, Cybersecurity, Anti-Harassment and Anti-Discrimination, and Business Email Compromise. In all, co-workers completed over 49,613 required trainings in our Learning Management System.

Another key achievement in FY2023 was the publication of our [Global Human Rights Policy](#). The policy establishes clear guidelines and expectations for our partners to conduct business activities in accordance with all applicable laws, regulations and internationally recognized human rights principles. It also outlines our expectation for business partners to provide documentation demonstrating their compliance. In FY2024, we plan to conduct inquiries to understand our business partners' current practices and further socialize the policy.

Risk Assessment and Management

TD SYNEX has developed a comprehensive global approach for legal and compliance risk assessments and reviews. The assessment is conducted bi-annually and focuses on specific legal and compliance risks. It aligns with our annual strategic Enterprise Risk Management framework, ensuring consistency in methodology and metrics. Our approach is quantitatively and qualitatively driven, using various data points from financial and case reporting to surveys and interviews capturing input from key risk owners and leadership.

The legal and compliance risk assessment is conducted in collaboration with internal subject matter experts from various risk areas to provide appropriate coverage. We also conduct local country risk assessments during on-site visits, based on local regulations and focusing on specific areas. Identified risks are addressed with relevant controls and processes to support maintaining our standards and value of integrity.

Countering Bribery and Corruption

We are committed to acting professionally, fairly, and with integrity in all our business dealings and relationships. One important aspect of this commitment is implementing and enforcing effective systems to counter bribery and corruption. We strive to know our partners well and employ due diligence processes on relevant third parties to reduce the risk of our funds being used in bribery, corruption

or fraud schemes. We have a global risk-based approach to determine appropriate levels of due diligence as part of third-party onboarding processes, including ongoing monitoring. Depending on the risk profile, our third-party vetting procedures may include due diligence questionnaires, database integrity screening and enhanced background checks. After initial due diligence is performed, our active relationships are monitored on an ongoing basis.

Management and Shipping of Dangerous Goods

When TD SYNEX needs to transport items that are classified as dangerous goods (DG), such as battery-powered devices, lithium batteries, etc., we not only ensure compliance with DG regulations, we go above and beyond those requirements.

In addition to proactive review and classification of items and ensuring appropriate storage and packing thresholds, we also deliver training focused on hazardous materials (HAZMAT) annually to any co-worker handling DGs, furnish all sites with security plans and report annually on the program. We have averaged 4,000 of these annual trainings, while exceeding regulatory requirements, identifying personnel responsibilities, awareness raising and teaching occurrence notification standards. Through intentional preparation and attention, we work to ensure that our products are shipped safely in alignment with all compliance requirements.

Hyve Solutions Membership in the Responsible Business Alliance (RBA)

In addition to deploying TD SYNEX's Code of Conduct and related e-training across its global operations, Hyve Solutions, our wholly owned subsidiary, is also responsible for implementing the RBA (Responsible Business Alliance) Code of Conduct in its global operations; and deploying the RBA's Code to its global suppliers.

Hyve Solutions was accepted as an Affiliate Member of the RBA in September 2021, then was upgraded to a Regular Member in January 2022. The RBA represents a coalition of more than 230 companies driving sustainable value for workers, the environment and business in their own operations and throughout the thousands of RBA members' suppliers facilities in the global supply chain.

Details concerning the RBA and its mission, members, Code of Conduct and programs are available at: [Responsible Business Alliance](#).



Expanding Education and Engagement

Our co-workers are our first line of defense for identifying and avoiding potential ethics and compliance issues. We provide training and resources to empower them to make responsible decisions and encourage them to speak up if they have concerns. In FY2023, we launched an adaptive training course on ethics and compliance topics that is tailored to each co-worker's unique role. The course is customized based on individual risk profiles and needs, maximizing its relevancy for each user. For our ongoing Code of Conduct course, we plan to institute a post-survey communication to gather opinions on the ethical culture at TD SYNEX and the quality of our required training from co-workers.

Building Out Our Expansive Policy Library

TD SYNEX offers a robust policy library of ethics and compliance resources, which we continued to enhance in FY2023. We translated 37 toolkits and 33 videos into 17 languages to improve accessibility and provide localized guidance for diverse business scenarios. We further promote education and reporting of these matters through other channels and resources, including:

TD SYNEX Ethics Line: Offers a 24/7, year-round channel to report any conduct that doesn't align with our Code of Conduct.

Real Tales of Ethics and Compliance video series: Illustrates and clarifies the repercussions of actual compliance issues to a global internal audience.

30 Seconds with Ethics and Compliance video series: Spotlights important insights and key takeaways on relevant ethics and compliance subjects.

Ethics and Compliance toolkits: Deliver concise guidance and actionable steps for specific scenarios in easily digestible formats.

Policy Pathway modules: Utilize technology tools to efficiently provide digital responses to compliance-related queries for our colleagues.

Supplier Integrity Principles: Establish clear expectations for suppliers and partners on supply chain human rights, anti-competitive behavior, anti-bribery, corruption and governance.



Enabling Our Speak Up Culture

TD SYNEX expects our co-workers and business partners to speak up when they have concerns about illegal behavior or misconduct in our workplace. In FY2023, we released our Speak Up and Non-Retaliation policy, which lays out our expectation that co-workers and business partners will report concerns, and that retaliation will not be tolerated. We want to ensure that all co-workers understand our policies and have available channels to raise questions and concerns at any time. We comply with whistleblower laws everywhere we do business, and we strive to maintain a speak up culture where everyone is empowered to be ethical leaders. We have multiple reporting channels to make speaking up easy and protect the identity of the reporter when speaking up. We investigate reports independently and objectively, acting when needed to stop misconduct and prevent future incidents.

We also rolled out a global outreach plan featuring an animated video encouraging co-workers to voice their ethical concerns. This initiative debunks common myths that might deter co-workers from speaking up, while emphasizing their protection from retaliation. To create an inclusive experience, we packaged the video into a presentation with discussion questions that we translated into 17 languages. We have tracked the video's content delivery data to monitor its global adoption, allowing us to identify and support locations with lower engagement.

Responsible Artificial Intelligence (AI)

TD SYNEX supports the beneficial use of AI within the context of our business operations, provided users act with careful consideration to ensure ethical practices, data security, and compliance with company policies and applicable laws. Because AI technologies — as well as relevant regulations — are under rapid development, we are monitoring and continue to provide guidance and updates as appropriate. Many of our company policies, such as the Data Classification & Handling and Cybersecurity and Acceptable Use policies, already provide important guidance to co-workers when using any type of third-party application.

Ethics Advisor Network

Our Ethics Advisor Network is an extension of our Ethics and Compliance program. Leaders nominate co-workers as Ethics Advisors to support the global Ethics and Compliance team and champion TD SYNEX's shared principles and core values across our sites. Ethics Advisors also provide a direct and confidential way for co-workers to speak up about ethical concerns while promoting ethics and compliance training and facilitating awareness efforts.

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About This Report

This report details TD SYNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

Safe Harbor Statement

Statements in this report regarding TD SYNEX Corporation that are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements may be identified by terms such as believe, expect, may, will, provide, could and should and the negative of these terms or other similar expressions.

These forward-looking statements include, but are not limited to, statements regarding our strategies and goals. These are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Please refer to the documents filed with the Securities and Exchange Commission, specifically our most recent Form 10-K and subsequent SEC filings, for information on risk factors that could cause actual results to differ materially from those discussed in these forward-looking statements. Statements included in this report are based upon information known to TD SYNEX Corporation as of the date of presentation and TD SYNEX Corporation assumes no obligation to update information contained in this report except as otherwise required.

Sustainability Data Summary

Corporate Metrics	
2023	
Impact	
Total revenue (thousands)	\$57,555,416
Technology partners supported	150K+
Countries served	100+

¹⁶ Please note that this report includes a small portion of estimated energy and electricity usage data. While every effort has been made to ensure the accuracy of the information presented, the use of estimated data means these values should be viewed as approximations.

¹⁷ TD SYNnex's GHG inventory is consistent with the principles and guidance of the World Resources Institute (WRI) and the World Business Council for Sustainable Development's (WBCSD) Greenhouse Gas Protocol Initiative (GHG Protocol) for corporate GHG accounting and reporting. TD SYNnex defines its organizational boundary conditions consistent with the GHG Protocol according to the "operational control approach" for Scope 1 and 2, and 3 sources. This means the scope of TD SYNnex's organizational boundaries includes locations in the company's ownership or under its control where TD SYNnex has responsibility of GHG emissions from these locations. The "operational control approach" is the most appropriate organizational boundary for TD SYNnex because it reflects where TD SYNnex can influence decisions that impact GHG emissions. Facilities included in TD SYNnex's boundary include office buildings, business centers, data centers, and warehouses. Emission factors are from governmental and non-governmental organizations' sources including the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report (AR6) 100-year V2.0, International Energy Agency (IEA) CO₂ Emissions from Fuel Combustion 2023-Year 2021, Department for Environment Food and Rural Affairs (DEFRA) 2023 Guideline to DEFRA, and Environment Canada 2023 National Inventory Report (2021 data). Additionally, where available, we utilize utility-specific emission factors that support our market-based inventory. As of 2023, we utilize IPCC's Sixth Assessment Report (AR6) as our source for global warming potentials. GHG emissions are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary.

Environment	
2023	
Energy & Emissions ¹⁶	
Energy Consumption (MWh)	167,734
Renewable Energy Consumption (MWh)	32,634
Greenhouse Gas Emissions ¹⁷	
Scope 1 GHG Emissions (metric tons of CO ₂ e)	11,767
Scope 2 GHG Emissions (metric tons of CO ₂ e)	
Location-Based Emissions	32,083
Market-Based Emissions	26,221

Environment	
2023	
CDP Assessment	
Score	Management (B-)
EcoVadis Assessment	
Score	Silver

¹⁸ This ethnicity data is for the U.S. only, with the exclusion of Hyve Technologies co-workers.

Social	
2023	
U.S. Ethnicity (%) ¹⁸	
American Indian/Alaska Native	0.4%
Asian	7.6%
Black/African American	11.7%
Hawaiian/Pacific Islander	0.3%
Hispanic/Latino	17.2%
Two or more races	2.1%
Elected Not to Specify	2.4%
White	57.9%
Undisclosed	0.4%

Social	
2023	
Workforce	
Number of full-time employees	Approximately 23,000 ¹⁹
Global Employees by Gender (%)	
Male	57%
Female	43%

Social	
2023	
Employee Well-Being and Engagement	
Huang Leadership Development Scholarships awarded	8
Co-workers reporting that they felt welcomed when they joined TD SYNEX (%) ²⁰	96
Co-workers reporting that people at TD SYNEX treat each other with respect and dignity (%) ²⁰	80
Business Resource Groups	8

¹⁹ We use temporary or contract workers, who totaled approximately 5,000 as of November 30, 2023, on a full-time equivalent basis.

²⁰ Along a 5-point scale where 1=Strongly disagree, 2=Disagree, 3=Neutral, 4=Agree, and 5=Strongly agree, % (Fav) equals the % who responded with a 4 or 5.

Task Force on Climate-related Financial Disclosures (TCFD) Disclosure Index²¹

Disclosure Focus Area	Recommendation	2023 Response
Governance Disclose the organization's governance around climate-related risks and opportunities	Board Oversight Describe the board's oversight of climate-related risks and opportunities.	TD SYNEX's Board's Nominating and Corporate Governance Committee (Nom/Gov Committee) is chartered with the responsibility of assisting the Board in its review of the development, oversight and implementation of the company's Environmental, Social and Governance (ESG) policies, programs and practices. The Nom/Gov committee also reviews the draft proxy statements recounting the company's ESG activities including those addressing climate-related issues. The Chief Business Officer (CBO) leads climate-related matters at TD SYNEX and raises climate-related agenda items to the Nom/Gov Committee or the Board.
	Management's Role Describe management's role in assessing and managing climate-related risks and opportunities.	The CBO oversees the Corporate Communications Department where the Corporate Citizenship Team resides. The Corporate Citizenship Team is primarily responsible for the ESG program at TD SYNEX, where they work on sustainability policies and performance including education and thought leadership in the industry, sustainability metric and reporting, climate mitigation and greenhouse gases, circular economy and inculcating a sustainable culture within the organization. They work cross-functionally with other functions to identify, monitor and manage climate-related risks and opportunities as well as how to translate those risks and opportunities into actionable plans and policies. Several members of the Executive Leadership Team sit on the Corporate Citizenship Steering Committee to provide insight and advice on climate-related issues such as climate risk, decarbonization strategy and ESG policies. The Committee includes close to 30 Executive Leadership Team members and other key managers, from the Americas, Europe and Asia Pacific Japan. They meet monthly with the Corporate Citizenship team to discuss climate-related issues such as carbon reduction roadmaps, sustainability capacity building and sustainable leasing policies. Key findings and decisions are then raised to the Nom/Gov Committee through the CBO at least annually or where there are material updates.

²¹ TD SYNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

Disclosure Focus Area	Recommendation	2023 Response
Strategy Disclose the actual and potential impacts of climate-related risks and opportunities on the organization’s businesses, strategy, and financial planning where such information is material.	Climate-related Risk and Opportunities Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	TD SYNEX has identified through internal and external engagement, a range of climate-related risks and opportunities that are pertinent to our business. The list of risks and opportunities, and how we are managing risk and capturing the opportunities can be found in the “Climate-related Risks” and “Climate-related Opportunities” sections below.
	Impact on Organization Describe the impact of climate related risks and opportunities on the organization’s businesses, strategy, and financial planning.	TD SYNEX recognizes the potential significant impact that climate-related risks and opportunities could have on the business. The incorporation of the ability to manage the risk and capture the opportunity into our strategy and financial planning is therefore crucial. We ensure that climate-related risks are included in our corporate risk register, which leadership review and assess the risk and our current mitigation measures, allowing us to ensure robust and proactive management of these risks. We also update our global financial forecast monthly and incorporate macro-economic risk factors into those models. These external factors can include geopolitical events, availability/cost of capital, technical disruptions, and environmental factors. Environmental factors include the impacts of climate change such as natural disasters, extreme weather events, resource scarcity and environmental regulations that impact our sector. Climate-related opportunities are assessed on a continuous basis with relevant functional leads as business conversations develop and market trends change. The potential positive climate impact is assessed by the Corporate Citizenship team while functional leads assess the opportunity for financial benefits and how they can be incorporated into our business strategies and planning.
	Resilience of Strategy Describe the resilience of the organization’s strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	TD SYNEX assumes that as climate change pressure increases, we will be subjected to increased regulatory and policy demands but that the different regions we operate in are likely to move with differing speeds. We also assume that we will be subjected to greater climate-related physical impacts. Our corporate sustainability strategy has been formulated taking into account various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts as the latest science advises.

Disclosure Focus Area	Recommendation	2023 Response
Risk Management Disclose how the organization identifies, assesses, and manages climate-related risks.	Identification and Assessment Describe the organization’s processes for identifying and assessing climate-related risks.	Transitional climate-related risks relevant to TD SYNEX are identified and updated as new legislation is released, market trends are observed, and business conversations and requests develop. If the risk does not require immediate attention, it will be placed on the risk register for the annual Enterprise Risk Assessment. Physical climate-related risks are identified with support from a risk management and insurance specialist firm. All facilities under TD SYNEX are assessed for their exposure to acute and chronic physical climate risks, such as floods from heavy rainfall and rising sea levels, severe weather resulting in wildland fire and extreme temperatures as well as windstorms. These risks are updated at least annually. Physical climate-related risks are also included into the annual Enterprise Risk Assessment.
	Management of Risk Describe the organization’s processes for managing climate-related risks.	If a specific climate-related risk is identified and determined to be a material risk, addressing it would then be prioritized. Depending on the nature of the risk, a mitigation plan would be developed to reduce risk levels. All risks are continuously monitored throughout the year, and updated where there may be changes in legislation, markets, business or the environment.
	Overall Risk Management Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization’s overall risk management.	TD SYNEX’s Enterprise Risk Assessment is performed annually with the benefit of the continuous identification and assessment of risk throughout the year. Our climate-related risks alongside and within other corporate risks are assessed via our Enterprise Risk Management process. The risk register is reviewed and assessed by the Executive Leadership Team as well as Regional Presidents and key Functional Directors across the regions. Additionally, specific or emerging risks not on the risk register are also reviewed during a follow-up interview within the assessment process. A risk level is then given to each risk.

Disclosure Focus Area	Recommendation	2023 Response								
Metrics and Targets Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.	Metrics Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.	Our climate-related metrics are published annually in our corporate citizenship report. We publish our carbon emissions for Scope 1 and 2 (metric tons of CO₂e), and our total and renewable energy consumption (MWh). We also monitor these metrics against our targets. We are looking into tracking our OPEX, CAPEX, and revenue from sustainable economic activities following a global taxonomy such as the EU Taxonomy.								
	Scope 1, 2 and 3 emissions Disclose Scope 1 and 2, greenhouse gas (GHG) emissions, and the related risks.	FY2023 Carbon Emissions:²² <table><tr><th>Carbon Emissions</th><th>Metric tons of CO₂e</th></tr><tr><td>Scope 1</td><td>11,767</td></tr><tr><td>Scope 2, location-based</td><td>32,083</td></tr><tr><td>Scope 2, market-based</td><td>26,221</td></tr></table> We have conducted a Scope 3 inventory for our base year and are currently in the process of improving our carbon accounting and conducting one for FY2023. We expect to publish our Scope 3 inventories to CDP.	Carbon Emissions	Metric tons of CO ₂ e	Scope 1	11,767	Scope 2, location-based	32,083	Scope 2, market-based	26,221
	Carbon Emissions	Metric tons of CO ₂ e								
Scope 1	11,767									
Scope 2, location-based	32,083									
Scope 2, market-based	26,221									
Targets Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.	TD SYNEX has committed to following the Science Based Targets: By 2028: • 90% of our suppliers by spend covering purchased goods and services, will have science-based targets. • 58% of our customers by revenue covering use of sold products, will have science-based targets. By 2030: • Reduce absolute Scope 1 & 2 GHG emissions by 42%.²³ By 2045: • Reach net-zero GHG emissions across the value chain.²⁴									

²² Please refer to [page 45](#) for GHG Inventory disclaimer.

²³ Reduction will be measured from a 2022 base year.

²⁴ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Transitional Climate-Related Risks			
Policy and Legal	Enhanced climate-related reporting obligations	Climate-related reporting regulations have had increasing requirements over the past few years, with varied requirements by country or regions. Several climate-related regulations, such as the Corporate Sustainability Reporting Directive (CSRD), have new frameworks and more detailed metrics. As enhancements are continuously updated, we are exposed to the possibility of increased operational cost, penalties and business disruption from insufficient alignment to growing requirements.	• TD SYNnex monitors the latest regulations globally and regionally to understand their potential impact on our business, proactively having internal discussions on the interoperability of the various sustainability reporting frameworks. • TD SYNnex has invested in a carbon accounting tool to ensure a more precise and streamlined data collection process that will support robust reporting.
Technology	Substitution of existing products and services with lower carbon alternatives	Technology is constantly developing and there has been a growing demand for products and services that are deemed more sustainable. As a distributor and aggregator of technology products and solutions, our offerings are constantly pitted against competitors and there is a risk of loss of business to those who can offer more sustainability attributes.	• TD SYNnex has established a Circular Economy Tower, which works on expanding and improving our circular economy services, such as our device trade-in program (TD SYNnex Renew) and our sustainable subscription solution, Tech as a Service (TaaS). The tower is also exploring how to further increase the use rates of assets we sell, recycling the materials used to make them, and avoiding waste.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Market	Changing customer behavior	There have been shifts in the market toward alignment with a net-zero future, resulting in more climate-aware partners and customers who seek more sustainable business practices and offerings. There is increasing pressure from partners to accelerate efforts in making both the business and supply chain more sustainable. There is a risk that the rate of market forces toward more climate-friendly practices results in a loss of business or increased costs from these changing demands.	• TD SYNnex, through our education and thought leadership pillar, maintains collaboration within the supply chain, particularly with stakeholders who are also aligned to a net-zero future. This allows us to maintain a good pulse on best practices and demands of the industry, allowing us to further grow our sustainable services. • TD SYNnex has established a Sustainable Transportation and Logistics Tower, where we are working with our supply chain to offer more environmentally friendly logistics services. We are looking for and encouraging lower carbon alternatives for fossil powered transportation modes. We are also working with vendors to reduce package weight and size with the goal of increasing load factors and reducing transportation emissions per delivered product.
Reputation	Increased stakeholder concern or negative stakeholder feedback	Stakeholders increasingly recognize the importance of incorporating ESG into long-term strategy to remain competitive, improve profitability and drive innovation. This has also resulted in a growth of ESG criteria and standards that corporations are held up to. There is a risk of increased costs from adhering to these growing standards while ensuring that any negative concerns are proactively mitigated and managed.	• TD SYNnex, through our sustainability metrics and reporting pillar, keeps track of the latest industry standards for ESG. We also work to incorporate them, where possible and applicable, into our long-term strategy to ensure that we are aligned with the latest standards and science.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Physical Climate-Related Risks			
Acute Physical	Wildfires Storms Flooding Extreme temperatures Severe wind	As a distributor of hardware with offices and warehouses, TD SYNEX is exposed to a variety of acute physical climate-related impacts that can cause property damage to our facilities, health and safety concern for our co-workers and disruptions to our logistics network. This can result in a financial impact to adapt and respond to any events. All facilities under TD SYNEX are assessed for their exposure to acute physical climate risks with varying exposure identified.	All facilities under TD SYNEX are assessed annually for their exposure to acute and chronic physical climate risks using natural hazard risk maps that have forward-looking analysis accounting for changing climatic dynamics to have more accurate forecasts on potential exposures. All sites have a property Risk Management Plan in place that is reviewed and verified by technical experts.
Chronic Physical	Rising sea levels Rising temperatures	Changing climatic dynamics place long-term and increasing financial and physical pressure on TD SYNEX's assets as they are exposed to these chronic risks, which can vary greatly across the regions we operate in. All facilities under TD SYNEX are assessed for their exposure to chronic physical climate risks with varying exposure identified.	

Type	Opportunity	Potential Financial Impact	Strategy
Climate-Related Opportunities			
Resource Efficiency	Use of more efficient sites	With 168 distribution and administrative facilities globally, there is opportunity for us to gain significant operational cost savings by enhancing efficiencies in resource usage, particularly in utilities.	• TD SYNEX has developed sustainable criteria for our global real estate team to use to evaluate new location opportunities including factors such as energy, water and waste efficiency design, access to renewable energy and sustainable building certification. Sites with more sustainable criteria are prioritized for leasing. • TD SYNEX, under our culture pillar, has expanded our Green Teams network to close to 40 teams who engage with their co-workers to inculcate sustainability habits and where some have led initiatives to identify areas at their sites to reduce operational carbon emissions.
	Use of more efficient distribution processes	As a distribution firm, our revenue is dependent on the efficiency of our distribution processes. Investment and refinement of the process will allow us to improve our performance and increase revenue.	• TD SYNEX's distribution processes are highly automated to ensure timely order fulfillment and accuracy and enhance the efficiency of our warehouse operations and back-office administration. We track multiple performance measurements to continuously improve the efficiency and capabilities of our distribution operations. Our proprietary IT systems and processes enable us to automate many of our distribution operations.
Energy Source	Use of lower-emissions sources of energy	Moving to lower energy systems helps us to reduce the risks associated with exposure to fluctuating fossil fuel prices and future carbon taxes. By investing in renewable infrastructure, long-term returns are to be anticipated.	• TD SYNEX is shifting toward more renewable energy systems and we are looking for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. We are investing in the refurbishment of our existing locations and adding new features such as solar panels and electric vehicle (EV) infrastructure. On top of this, most of our facilities in the U.K., Spain, Italy and the Czech Republic have shifted to certified, renewable-generated electricity.

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2023 Response
Energy Management in Retail & Distribution ²⁶	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable electricity	Quantitative	Megawatt hour (MWh), Percentage (%)	CG-MR-130a.1	1. Total energy consumed in 2023: Approximately 167,734 MWh 2. Percentage grid electricity: Approximately 69% 3. Percentage renewable electricity: Approximately 31%
Data Security	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	CG-MR-230a.1	Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action. For further information, see the Safeguarding Privacy and Data section of our Corporate Citizenship Report.
Labor Practices	Total amount of monetary losses as a result of legal proceedings associated with labor law violations	Quantitative	Presentation currency	CG-MR-310a.3	2023 Form 10-K, Legal Proceedings, p. 29

²⁵ TD SYNnex is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

²⁶ Please refer to page 45 for energy and electricity use disclaimer.

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2023 Response
Workforce Diversity & Inclusion	Percentage of (1) gender and (2) diversity group representation for (a) executive management, (b) non-executive management, and (c) all other employees	Quantitative	Percentage (%)	CG-MR-330a.1	2023 Corporate Citizenship Report > Appendix > Sustainability Data Summary
	Total amount of monetary losses as a result of legal proceedings associated with employment discrimination	Quantitative	Presentation currency	CG-MR-330a.2	2023 Form 10-K, Legal Proceedings, p. 29
Product Sourcing, Packaging & Marketing	Discussion of processes to assess and manage risks or hazards associated with chemicals in products	Discussion and Analysis	n/a	CG-MR-410a.2	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy
	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	CG-MR-410a.3	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals (UN SDGs)

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all (Quality Education)	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	In FY2023, we continued to grow our impact not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need. At TD SYNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. Additionally, we support programs that provide children with the tools and resources they need to succeed. In FY2023, nearly 200,000 children participated in our literacy programs. To combat the issue of food insecurity, we engage with local organizations that focus on providing food security to the communities in which we operate. 2023 Corporate Citizenship Report > Social Responsibility > Engaging Our Local Communities
Goal 5. Achieve gender equality and empower all women and girls (Gender Equality)	5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes female, Black and/or Hispanic candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been women and/or people from minority groups. 2023 Corporate Citizenship Report > Social Responsibility > Creating a Culture Where Everyone Feels Connected

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 8. Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all (Decent Work and Economic Growth)	8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what’s right. We’re helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. Our business depends on our ability to attract, retain and develop top talent. That’s why we focus on providing resources to help our co-workers do their best work. We want TD SYNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow. In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. 2023 Corporate Citizenship Report > Corporate Governance > Putting Servant Leadership Into Practice 2023 Corporate Citizenship Report > Social Responsibility > Empowering People to Be at Their Best
Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation (Industry, Innovation and Infrastructure)	9.b Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities	The technology ecosystem is as complex as it is critical, requiring specialized expertise from many kinds of organizations such as vendors, distributors and resellers. Together, we deliver hardware, such as laptops; software, such as cybersecurity solutions; and services, such as data storage and many more. TD SYNEX sits in the middle of it all, ideally positioned to orchestrate and influence the future of sustainability industrywide. 2023 Corporate Citizenship Report> Introduction> Putting Corporate Citizenship to Work

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 12. Ensure sustainable consumption and production patterns (Responsible Consumption and Production)	12.2 By 2030, achieve the sustainable management and efficient use of natural resources	At heart, TD SYNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we’re applying that strength to unlock progress toward key environmental goals. We’re committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNEX, but industrywide. By measuring our performance, we can identify where we’re making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders. As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment. 2023 Corporate Citizenship Report > Environmental Sustainability > Sustainability Metrics and Reporting
	12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse	At TD SYNEX, the circular economy is one of our two towers of specialization — areas where we’re uniquely positioned to advance sustainable change. As the world’s largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global and TD SYNEX Renew — provide customers with IT Asset Disposition services including redistribution, refurbishment, recycling and more. In FY2023, we continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with companies such as Google, Xbox and Microsoft. 2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 13. Take urgent action to combat climate change and its impacts (Climate Action)	13.2 Integrate climate change measures into national policies, strategies and planning	Our corporate sustainability strategy accounts for various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts in alignment with the latest science. 2023 Corporate Citizenship Report > introduction > Our Corporate Citizenship Commitments 2023 Corporate Citizenship Report > Environmental Sustainability > Climate Mitigation and Greenhouse Gases



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April 2, 2025

Region 4 Education Service Center
Finance and Operations
7145 West Tidwell Road
Houston, TX 77092

RE: Authorized Vendor in Response to RFP: 25-03 Cyber Solutions RFP - Region 4 ESC

To Whom it May Concern,

This is to certify that TD Synnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

TD Synnex is authorized to sell all Palo Alto Networks products under the terms and conditions of the Omnia Contract (RFP: 25-03 Cyber Solutions RFP - Region 4 ESC).

For verification purposes, the following information may be used and/or contacted:

Point of Contact Name:	<u>Lauren Aloway</u>
Point of Contact Mailing Address:	<u>3000 Tannery Way</u> <u>Santa Clara, CA 95054</u>
Point of Contact Phone Number:	<u>408-941-3782</u>
Point of Contact Email:	<u>laloway@paloaltonetworks.com</u>

If you have any questions regarding our partnership, please contact the above listed Point of Contact.

Sincerely,

lauren aloway

Name: Lauren Aloway Title: Sr. GTM
Manager – Public Sector Contracts



Company Overview

Palo Alto Networks, Inc. is a global cybersecurity provider with a vision of a world where each day is safer and more secure than the one before. We were incorporated in 2005 and are headquartered in Santa Clara, California. Palo Alto Networks was founded in 2005, released our first product in 2007 and priced our Initial Public Offering (IPO) in 2012.

We empower enterprises, service providers, and government entities to secure all users, applications, data, networks and devices with comprehensive visibility and context continuously across all locations. We deliver cybersecurity products covering a broad range of use cases, enabling our end-customers to secure their networks, remote workforce, access to the service edge, branch locations, public and private clouds, and to advance their Security Operations Centers ("SOC"). **We believe our portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products.** We do this with solutions focused on delivering value in three fundamental areas:

Secure the Enterprise:

- Secure the network through our ML-powered Next-Generation Firewalls, available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT Security, GlobalProtect, SD-WAN and Data Loss Prevention that are delivered as SaaS subscriptions to our ML-powered Next-Generation Firewalls.

Secure the Cloud:

- Secure the cloud through our Prisma security offerings, such as Prisma Cloud, the industry's most comprehensive Cloud Native Security Platform ("CNSP"), protecting applications, data and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments, Prisma SaaS for protecting SaaS applications, Prisma Access, a comprehensive Secure Access Service Edge ("SASE") offering, that, together with CloudGenix SD-WAN, securing SD-WAN to enable the cloud delivered branch, and VM-Series and CN-Series for inline network security in multi- and hybrid- cloud environments.

Secure the Future:

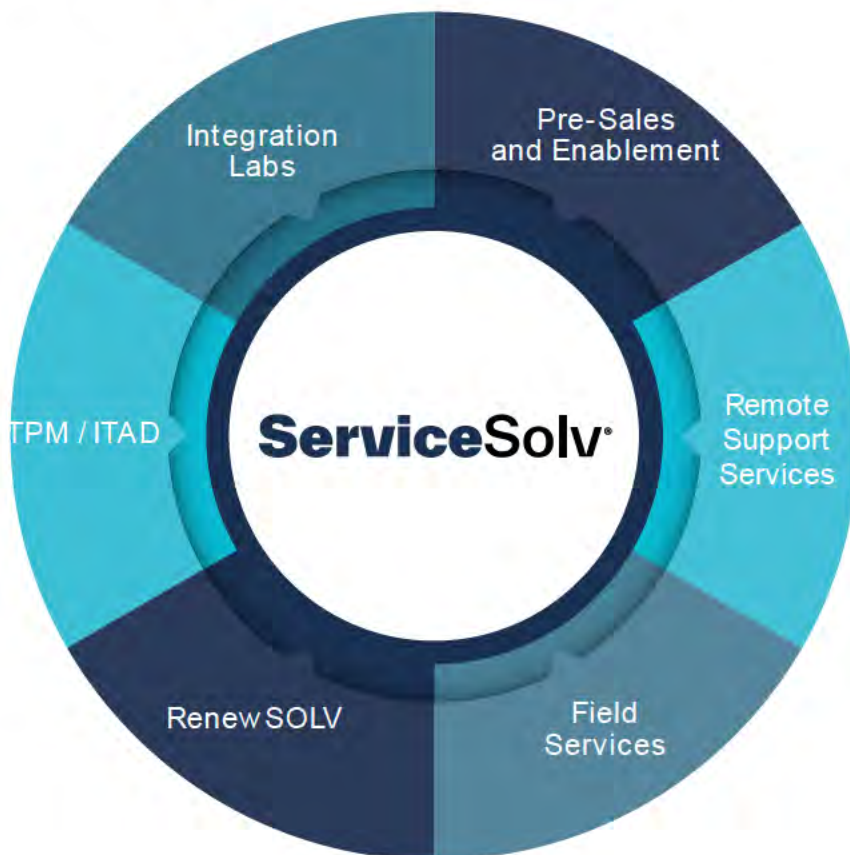
- Secure the future of security operations through our Cortex security offerings, which includes Cortex XDR for prevention, detection and response, Cortex XSOAR for security orchestration, automation and response ("SOAR"), AutoFocus for threat intelligence, and Cortex Data Lake to collect and integrate security data for analytics. These products are delivered as software or SaaS subscriptions.

ServiceSolv

TD SYNnex ServiceSolv: Easy to Buy, Easy to Sell



Complete Lifecycle Services End-to-End Solutions



Partner with TD SYNnex by leveraging our services capabilities giving you access to:



Hundreds of
SME resources
available across
all verticals



Custom
SOWs turned
24-48 hours



Online portal
for services
information



White labeled
resources to sell
under your brand



Global reach
to 180+
countries



Over 1,000 static
SKUs available
for any Zip Code
USA pricing

With a variety of value-added services, TD SYNnex ServiceSolv can help supplement your company's service offerings, skillsets and geographic reach to expand your services portfolio and grow your business.

See next page for full list of our services.

Pre-Sales Design

- Specific Vendor/ Partner Service Level Agreements SLAs
- Standard Measurement Systems and Metrics
- Vendor Specific Key Performance Indicator KPI
- Cross Sell/ Upsell
- Multi-Vendor Solutions
- Promote Demos / Internal Training
- Technical Certification Management

Pre-Sales Enablement

- Reseller Engaged in Delivering Vendor Programs and Training
- Hosting Webex, Training, Technical Business Development
- Attending Technical Conferences and Partner Meetings
- Vendor Roadmap Planning
- Vendor-Specific KPI
- Proactive Vendor Engagement
- Identify Services for End-to-end Solutions
- Providing Demos for Proof of Value, Hands-On Education, Testing of a Specific Environment

Solution Centers

- Seven locations in the US and Canada
- 175 Solutions Available
- Guided Solutions and Training
- Multi-Vendor Cloud-Enabled Solutions
- Cyber Range Focused on Security

RENEW Solv

- Multi-Vendor, End-To-End Solutions, Provided to Our Partners via an Online Dashboard.
- Continuous and Recurring Pipeline of Warranty and License Opportunities
- Load Your Own Opportunity” Feature
- Weekly Automated Updates and Reminders of Pending Opportunities

Managed Services

- 24x7 Remote Monitoring and Alerting
- Remote Remediation
- Patch Management
- Help Desk Support
- NOC
- SOC

Education

- Public and Private Trainings
- Onsite or Virtual Classes
- Access to:
 - Vendor and IT Certification Training
 - Business Skills Training

Software and Cloud Services

- Consulting, Assessments and Well-Architected Reviews
- Cloud Migration (From On-Premises and Cloud-to-Cloud)
- Cloud Implementation Consulting
- Virtual Desktop Implementation
- Application Development and Modernization
- Artificial Intelligence and Machine Learning
- Automation
- DevOps Consulting (Pipelines, CI/ CD)
- Container Consulting
- Software-defined Networking
- CRM/ ERP Implementation and Integration
- Custom Integrations (Anything-to-Anything)
- Custom Web Development
- Ongoing Support
- Change Management
- Training

Assembly & Configuration

- Custom Hardware Services
 - Client Devices
 - Data Center
 - UCC/ Collaboration
- Imaging and Provisioning
- Software / OS Load
- Valued Added Services
 - Asset Tagging, Labeling, Etching Solutions
 - Bundling, Packaging, Collateral Insertion
 - Burn-In/ Diagnostic Testing
- Staging & Logistics
- Project Management
- Last Mile Delivery
- Testing & Training

ITAD Services

- Asset Buyback
- Data and Physical Destruction
- Recycling

Field Services

- Professional Audio-Visual
- Cabling
- Digital Signage
- Fleet Services
- Telephony
- Point of Sale
- Onsite Installation and Configuration
- Wireless Networking and Site Survey
- Physical Security
- Smart Hands

Professional Services

- Remote Deployment
- Implementation
- Adoption Services and Consultancy
- Health Check and Configuration Audits
- Migrations and Updates
- Project Management
- Data Center Transformation

Annual Maintenance and Warranty Services

- Print
- Data Center
- Compute
- Point-of-Sale

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- Vendor Authorized OEM Support
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- Engineered to Site / Hardware Replacement
- Available for:
 - Avaya, IP Office
 - Polycom
 - Palo Alto Networks
 - Ribbon Communications (Sonus)

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- Vulnerability Assessments
- Penetration Testing
- Incident Response and Remediation
- Compliance Readiness
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- IOR / EOR
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203 TRADING LLC	AEGEX TECHNOLOGIES LLC	AOHWV	AVEPOINT
22MILES	"AERO-SPACE SOUTHWEST, INC."	AOPEN AMERICA INC.	AVER INFORMATION INC.
2CRSI	AEOVE CORP	AP GLOBAL INC. DBA	AVERMEDIA TECHNOLOGIES INC.
2K	AFCO SYSTEMS, INC.	APARAVI	AVIVA SOLUTIONS INC.
321GOCHECK	AFL IG LLC DBA AFL HYPERSCALE	APRYSE SOFTWARE	AVOCOR
3 BALD, LLC DBA DRONE U	AG GRID LTD	CORPORATION	AVSYSTEM SP. J.
3DCONNEXION	AG ANTENNA GROUP, LLC	ACCESSORIES POWER	AVTEQ
3M	AGARI DATA, INC.	AOC	AWARENESS TECHNOLOGIES
3S SYSTEM TECHNOLOGY INC.	AGOSTO INC.	APC	AXE DEEL LLC
6CLICKS NETWORKS	AIC	APOGEE INC. DBA KANEX	AXIAD – PUBSEC*
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7Signal SOLUTIONS INC.	AIRGAIN, INC.	APPAEGIS	AXIS
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888 DIGITAL	AIRISTA	APPGUARD INC.	AXXONSOFT
8 X 8 INC..	AIRSHIP INDUSTRIES	APPLE	AZIO
911INFORM	AIRSLATE, INC.	APPOMNI INC.	AZULLE
	AIRTAME INC.	APPRIVER, LLC	
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A2C SERVICES LTD DBA CIRCULAR	ALE USA INC.	AQUANTY	BARRICAID
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AAEON	PRODUCTS LTD.	AR DATA	BCD VIDEO
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ACCELTEX	ALLIED TELESIS	ARES	BECRYPT INC.
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ACCORTEC INC.	ALLSOP	ARMORPOINT	ASSOCIATES, LLC. DBA
ACCUKNOX	ALPHAPOINTE ASSOCIATION FOR	ARMOR-X LTD	POWERA
ACCUTECH DATA SUPPLIES	THE BLIND	ARTISIGHT	BEPOZ AMERICA LLC
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ACER	ALTAIR ENGINEERING	ARXSCAN	BEST DATA PRODUCTS, INC.
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ACHORE	ALTERYX	ASC TECHNOLOGIES	BEYOND TECHNOLOGY
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ACTIFI O	SOLUTIONS	ASPECT SOFTWARE, INC.	BGZ BRANDS
ACTION CS	ALTIGEN COMMUNICATIONS	ASSA ABLOY RESIDENTIAL GROUP,	BINARYEDGE AG
ACTIONTECH (CAMBRIDGE)	ALTOVA	INC. DBA YALE	BINARYNOW
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ACTIVISION	ALTUS INDUSTRIES	THE BLIND &	BIOMETRIC
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ADESSO	AMER.COM	ATEN TECHNOLOGY	BLACKDUCK
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LIMITED	AMERICAN PRISON DATA SYSTEMS	AUDIODCODES	BLOCK 64
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INC.	PREMIERE GLOBAL	AUTHEN2CATE, LLC	BLUE WAVE MICRO
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COMPUTER	AMICO ACCESSORIES	GROUP	BLUEFORCE DEVELOPMENT
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DBA ADVANCED	AMPHENOL TCS	AUTODESK	BLUESTAR
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INC.	AMX	AUVIK	BOLD DATA TECHNOLOGIES
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BRAINBOXES LLC	CHANX INC.,	COOLER MASTER CO.	D-LINK
BRAINSTORM DBA SKYTECH GAMING	CHARGETECH ENTERPRISES LLC	COOLJAG USA	DA-LITE
BRAND MANAGEMENT GROUP, LLC	CHATSWORTH	CORE BRANDS, LLC DBA GEFFEN INC.	DAHLE NORTH AMERICA, INC.
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	CLOUDERA	CRU DATA SECURITY GROUP, LLC (IOSAFE)	DEVICIE*
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	CLOUDM	CTCI	DEXXXON DIGITAL STORAGE, INC.
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	CLOUDSCANN	CTERA	DH2I COMPANY
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	CNB COMPUTERS INC.	CTRL IQ, INC.	DIGI
	COBWEBS AMERICA	CUBRO	DIGISTOR
	CODE CORP	CUREMD	DIGITAL CONTROLS CORP
	COFAN USA, INC.	CURRENTWARE	DIGITAL DATA
	COFENSE INC.	CURV GROUP (KEYSMART)	DIGITALEX
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	COHESITY	CYBERARK	DIGITAL PERSONA
	COLLAB9	CYBERLINK.COM CORP	DIGITAL.AI SOFTWARE
	COLLAVATE (NETKILLER)	CYBERLOQ	DIGITALWARE INC.
	COLUMN CASE MANAGEMENT	CYBERNET MANUFACTURING, INC.	DIGITATE (TATA)
	COMEEN	CYBERPOWER	DIRECT TECHNOLOGY GROUP
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	COMMEND AUDIO	CYBEREASON	DISTINOW
	COMODO/XCITIUM	CYBERREADY INC.	DJI
	COMPEXCH	CYBERSHARK	DMSI
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	COMPUTECH INTERNATIONAL CTI	CYCLOPS TECHNOLOGIES	DOMINO DATA LAB
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	CONEXLINK		
	CONFLUERA		
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DXRACER USA LLC	ESKER INC.	FUJITSU SOFTWARE	
	ESPER.IO	FURMAN SOUND	HAIVISION MCS
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ENTERPRISES, INC.	EVERFOCUS ELECTRONICS	FUTUREMARK OY	HALL RESEARCH LLC DBA HALL TECHNOLOGIES
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EAGL TECHNOLOGIES	EVERTEK COMPUTER CORPORATION		HATCHING INTERNATIONAL B.V.
EARTHWALK COMMUNICATIONS, INC.	EVOLUENT LLC		HAUPPAUGE
EASY TEMPO INC. DBA SOUND MACHINE	EVOLVEN*	G OVERSTOCK	HAUIS
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ECOPST	EXABLOX	GAMBER JOHNSON	HEALENT
ECOPRINTQ	EXCLAIMER*	GAMBER-JOHNSON DBA PREMIER MOUNTS	HEALTHPOSTURES LLC
ECS	EXORVISION, INC.	GARLAND TECHNOLOGY LLC	HEARTLAND PAYMENT SYSTEMS, INC.
EDGE FUTUR	EXPORTTEK INC.	GARNER PRODUCTS, INC.	HEARTSMART
EDGE MEMORY	EXTREME NW	GARRETT SECURITY	HECKLER
EDGECORE	EZVIZ INC.	GCIG INC.	HEDVIG
EDIMAX COMPUTER COMPANY		GCX HEALTHCARE SOLUTIONS	HELP/SYSTEMS LLC
EDU PARTS	F5 NETWORKS	GEARSET LIMITED	HELP SCOUT*
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EDUCATIONAL COLLABORATORS, LLC	FACEBOOK TECHNOLOGIES LLC	GENUITEC LLC	HIBERNATING RHINOS LTD.
EDUSCAPE PARTNERS, LLC	FACEBOOK, INC.	GEORGEJON INC.	HID CORPORATION
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EJ-TECHNOLOGIES GMBH	FANTASIA TRADING LLC	GETI-INTEL PLATFORM	HIGHER GROUND GEAR
EKAHAU, INC.	FANTEM TECHNOLOGIES (SHENZHEN) CO. LTD.	GETWIRELESS LLC	HIPERWALL, INC.
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ELITE SCREENS	FEITIAN	GLOBAL KNOWLEDGE TRAINING LLC	HOBBI INTERNATIONAL INC.
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ELORA	FIBER CABLES DIRECT	GLOBAL TECHNOLOGY SYSTEMS, INC.	HOUSHTEC, LLC DBA DISTINOW (ESD)
ELSIGHT	FIBERLIGHT	GLOBAL TELECOM	HOVMAND A/S
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ENOVATEIT	FIXMESTICK TECHNOLOGIES INC.		HYFIN
ENTERPRISEDB	FLEETSMITH, INC.		HYPER MICROSYSTEMS INC.
	FLEXISPOT		HYPERION
	FLUENCY SECURITY		HYPERKIN INC.



HYPERSIGN DIGITAL SIGNAGE	INTENT INTERNATIONAL INC.	KHLANDSBG	LOWRY HOLDING CO
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HYPR CORP	INTERMEDIA	KINGSTON	LUMINOSO TECHNOLOGIES
HYUNDAI	INTERTECH TRADING CORPORATION	KLAXOON	LUMEN
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	INTUIT	KODAK	LUXUL
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IBM	IOTECHA	KONFTEL	M-S CASH DRAWER CORPORATION
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ICONTRON NETWORKS INC.	IP LABEL	KONICA-STRATEGIC	MACRIUM / PARAMOUNT
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ID TECH	IPASS	KORE DESIGN LLC	MAGIC LEAP
IDEAMAPPER INC.	IPEARL INC.	KORRA.AI	MAGIX SOFTWARE GMBH
IDEE	IPOINT	KRAMER ELECTRONICS	MAILSTORE SOFTWARE GMBH
IDENTIV, INC.	IPSWITCH	KUTIR	MAINPINE, INC.
IDM COMPUTER SOLUTIONS, INC.	IROBOT CORPORATION	KWIZ*	MAKE-SENSE
IEI TECHNOLOGY USA CORP.	IRON BOW	KYOCERA	MAKER'S EMPIRE
IGEL TECHNOLOGY	ISI TELEMAGEMENT SOLUTIONS, LLC	KYOCERA MITA	MAKITO USA, INC.
ILG	ISS - (INTELLIGENT SECURITY SYSTEMS CORP.)		MALWAREBYTES
ILLUMINARI	ISTARUSA INC.	L SQUARED DIGITAL SIGNAGE	MAN & MACHINE, INC.
IMAGEWARE SYSTEMS, INC.	ISTORAGE LIMITED	LA CIE	MANDOE MEDIA
IMAGICLE	ITERATE.AI STUDIO	LABTECH	MANHATTAN - STRATEGIC
IMAGINARY PEOPLE	ITERNAL	LANDAIRSEA SYSTEMS, INC.	MARKETS AND MARKETS
IMAGINGO	ITERNITY	LANDSBERG / REMAN	MARSHALL ELECTRONICS
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IN WIN DEVELOPMENT	J2 CONSENSUS EFAX	LAUNCH PAD	MAX INTERACTIVE INC.
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IND WEAPON	JACO	LD SMART	MAXHUB
INDEED	JAMF	LEARN21	MAZE
INDENI	JAR SYSTEMS, LLC	LEATHERPRO	MBM TRADING INC.
INDEPENDENCE IT	JCPAL	LEGACY INTERACTIVE, INC.	MBX
INDIE HEALTH LLC	JEFA TECH, INC.	LEGRAND DATA	MDI INC. DBA TAG TECHNOLOGY
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INDUSFACE	JEM ACCESSORIES	LENOVO	MEDIATECH, INC.
INDUSTRY WEAPON	JETBRAINS AMERICAS INC.	LEPIDE SOFTWARE PVT LTD	MEDIGATE
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INFINIDAT FEDERAL	JK IMAGING LTD	LEVEL HOME	MEGH COMPUTING
INFINITE BLUE	JLAB AUDIO	LEXAR	MEISTERLABS
INFINITE GROUP, INC.	JMC GLOBAL TECHNOLOGIES I, L.P.	LEXMARK	MELLANOX
INFINITE STUDIO	JO-RO MANUFACTURING COMPANY LTD.	LG	MEMORY EXPRESS
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INFOCASE INC.	JPL TELECOM HOLDINGS, LLC	LIFI LABS	MERIDIAN TECHNOLOGIES INC.
INFORMA SOFTWARE	JR THERMAL	LIGHTSPEED	MERIDIAN ZERO DEGREES, LLC
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INFOTREND TECHNOLOGY	JUICED	LIND ELECTRONIC DESI	META COMPANY
INFOVISTA CORP.		LINEARFLUX USA INC.	METADOT CORPORATION
INFRASCALE INC.	KAMINARIO	LINGVANEX*	METEOR EDUCATION LLC
INLAND PRODUCTS INC.	KANDAO	LINKLABS	METRO BUSINESS SYSTEMS, INC.
INNODISK USA CORPORATION	KANEX PRO	LINKSYS	METROPOLITAN VACUUM CLEANER CO., INC.
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INTEGRA	KCPAL	LOADBALANCER.ORG, INC.	MICRO STRATEGIES
INTEGRA OPTICS, INC.	KENSINGTON	LOCKNCHARGE TECHNOLOGIES, LLC	MICRON
INTEGRAL SOLUTIONS GROUP	KEONN	LOGITECH	MICROPAC TECHNOLOGIES, INC.
INTEGRATION TECHNOLOGIES GROUP, INC.	KERIO	LOGIC NOW INC.	MICROSEMI
INTEL	KEY SOURCE INTERNATIONAL	LOGICAL MAINTENANCE SOLUTIONS	MICROSOFT
INTELLIGENT COMPUTER SOLUTIONS	KEYOVATION, LLC	LOGICALIS INC.	MILESTONE AV TECHNOLOGIES
INTENDA	KEYSIGHT	LOGICMONITOR INC.	MILESTONE SYSTEMS
		LOGICUBE, INC.	MILLENNIUM RETAIL SOLUTIONS DBA CRIMSON
		LOGITECH	MIMO DISPLAY LLC DBA MIMO
		LOREX CORP.	MINIO



MITAC COMPUTING	NEXSCAN	OTHER WORLD COMPUTING, INC.	POSTURITE LTD.
MITEL NETWORKS	NEXTIVA	OTTERBOX	POWERGISTICS/G. D. ROBERTS & CO. INC.
MK1 STUDIO	NGINX	OUTPOST SECURITY	PRADEO
MOBILE EDG	NIAGARA NETWORKS	OVERLAND	PRECISION DYNAMICS CORPORATION
MINGTEL INC. DBA AZPEN INNOVATION	NICE SYSTEMS INC.	OWL LABS	PRECISION MOUNTING TECHNOLOGIES LTD.
MIRANTIS, INC.	NICE		PREMIER S & P, LLC
MITAC	NICELABEL AMERICAS, INC.	PACKAGING STRATEGIES, INC.	PREMIUM COMPATIBLES
MMF POS	NIMBLE	PAESSLER GMBH	PRESTIGE INTERNATIONAL, INC.
MOBIL TRACKR	NIMBUS DATA INC.	PALMER DIGITAL GROUP	PRETON LTD.
MOBILE DEMAND, LC	NINEYARDS	PALO ALTO NETWORKS	PRINT FINISHING SOLUTIONS
MOBILE INTERNATIONAL INC.	NINJIO	PANASONIC	PRINT MANAGER COMPANY
MOBILE MARK, INC.	NINJAONE	PANDA DISTRIBUTION, INC.	PRINTEK
MOBILE TECH/ARMORACTIVE	NINTENDO OF AMERICA	PANDUIT	PRINTIX
MOBISYSTEMS INC.	NINTENDO OF AMERICA INC.	PANNIN TECHNOLOGIES, LLC	PRINTIX.NET APS
MOHAWK USA	NITE IZE	PANORAMA ANTENNAS, INC.	PRINTRONIX
MOLEX	NITEL	PANORAMIC DATA LIMITED	PRIVAFY
MONOPRICE	NITRO SOFTWARE INC.	PANZERGLASS	PRIVATIZEME, LLC
MONNIT	NLU PRODUCTS, L.L.C. DBA BGZ BRANDS	PARA SYSTEMS INC.	PRIVORO, LLC
MOONWALK	NOBLE SEC	PARABLUE	PRO-COM PRODUCTS, INC. / WOCCF LLC.
MOORECO, INC.	NODEWEAVER	PARAGON FURNITURE, INC.	PROBAX USA*
MORE DIRECT	NOKIA INNOVATIONS US LLC	PARAGON SOFTWARE GROUP CORP	PROCESSBOLT INC.
MORPHEUS DATA, LLC	NOKIA OF AMERICA CORP	PARALLELS	PROCURRI LLC
MOTOROLA	NOLO - STRATEGIC	PARSEC TECHNOLOGIES, INC.	PROGRESS SOFTWARE
MOVAVI SOFTWARE INC.	NONSTOCK MISC VENDOR	PARTNERTAP	PROHAWK
MOVING TECHNOLOGIES IN AMERICA (MTA)	NORANALYTOS	PARTPOINT INC.	PROPRIETARY INNOVATION LABS INC.
MSI	NORTEK SECURITY & CONTROL LLC	PATCH MY PC LLC	PROPOSITIONS*
MULTITECH SYSTEMS	NOVASTOR CORPORATION	PATRIOT	PROTEC SCIENTIFIC
MULTPLX	NOW MICRO	PAYPAL	PROTECT COMPUTER
MURATEC	NSION TECHNOLOGIES	PC MATIC INC. (DS)	PRODUCTS INC.
MURF.AI	NSX TECHNOLOGIES INC. DBA ANYWHERE CART	PCTEL, INC.	PROLION
MUSEUM	NTERONE CORPORATION	PDI COMMUNICATIONS, INC.	PROMISE
MUTALINK	NTS COMMUNICATIONS	PEACH FUZZER LLC	PROOFPOINT
MUTARE SOFTWARE	NUMONIX, LLC	PEAK-RYZEX, INC.	PROTO.IO
MXL	NUPOST	PEAQ GMBH	PROXIMITY SYSTEMS, INC.
MY VIRTUAL BENCH	NUTANIX	PEERLESS AV	PTC, INC.
MYRICOM	NUWAVE	PEGASUS LOGISTICS GROUP, INC.	PULSE SECURE
	NVIDIA	PELSUE	PUPPET LABS, INC.
		PERFECT FIT TECHNOLOGIES, INC.	PURPLE WIFI LTD
		PEXIP	PYRAMID TIME - STRATEGIC
		PHILIPS	
		PHOENICS ELECTRONICS CORPORATION	Q6 INTELLIGENCE, LLC
		PHOTONFI*	QLIK
		PHUNWARE	QLOGIC (MARVELL)
		PHYBRIDGE INC.	QMULUS
		PICA8, INC.	QNAP
		PING HD, LLC	QNEXT
		PING IDENTITY	QOMO LLC
		PIONEER	QPCS
		PITNEY BOWES	QUALCOMM
		PIVOT TECHNOLOGY SERVICES CORP.	QUALITY COMPUTER ACCESSORIES INC.
		PIVOT3	QUALYS, INC.
		PIVOTAL SOFTWARE INC.	QUAM NICHOLS COMPANY
		PLANAR	QUANMAX USA INC.
		PLATINUM TOOLS	QUANTA
		PLAYSEAT	QUANTUM
		PLDS USA INC.	QUARK INC.
		PLIOPS	QUATRRO
		PLIXER LLC	QUICK QUALITY CABINETS
		PLUG-IN STORAGE SYSTEMS, INC.	QUICKEN INC.
		PLUGABLE TECHNOLOGIES	QUICKET SOLUTIONS
		PLUMGRID, INC.	QUOTIENT, INC.
		PLURALSIGHT	QUMU
		PLUS TECHNOLOGIES, LLC	QUMULO
		PMC WIRELESS ASSOCIATES	QUNIFI LIMITED
		PNY	
		PODIUM DATA INC.	RGB SPECTRUM
		POLARIS DEVELOPMENT CORP.	R-GO
		POLARITY.IO, INC.	RACKMOUNT
		POLYWELL COMPUTERS	RACKSOLUTIONS INC.
		POS	RADAPTIVE
		POSDATA, INC., A DIVISION OF CONTROL SOLUTIONS, INC.	RADIANT SECURITY*
		POSIFLEX	RADIANT
		POSIT WORKBENCH	
N1 CRITICAL TECHNOLOGIES, INC.	OAK INNOVATE		
N-ABLE	OBJECT FIRST		
NAGIOS	OBSERVINT TECHNOLOGIES INC.		
NAMUTECH	OCEAN INC.		
NANOLEAF	OMNICHARGE		
NANONATION	OMNI POWER TECHNOLOGY, INC.		
NANOV	OMNI SYSTEMS		
NATIONAL PRODUCTS	OMNISSA		
NAVEPOINT	OMNIVEX		
NAVORI INC.	ONAPSIS		
NCP ENGINEERING INC.	ONE ID		
NEAT	ONE STOP SYSTEMS, INC.		
NEC	ONE WORLD TOUCH, LLC		
NECTAR	ONECLICK		
NEKTOVA GROUP LLC	ONESTREAM		
NELSON-MILLER INC.	ONGUARD SYSTEMS		
NERDIO, INC.	ONTINUE		
NESA	ONVIEW		
NEST	ONWARD BRANDS		
NETALLY	ONYX GRAPHICS INC.		
NETAPP	OPEN-E		
NETGEAR	OPEN TEXT		
NETI	OPENGEAR		
NETIS SYSTEMS USA CORP.	OPMANTEK		
NETKILLER	OPSWAT		
NETLIST, INC.	OPTICON, INC.		
NETMOTION SOFTWARE, INC.	OPTOMA		
NETOP TECH INC.	ORACLE		
NETSCOUT SYSTEMS INC	ORACLE COMM		
NEUVECTOR	ORBIC		
NEVERWARE, INC.	ORDERCUBE		
NEW DREAM	ORDR, INC.		
NEW IN BLUE	ORESUS INC.		
NEW RELIC	ORIONVM INC.		
NEWELL RUBBERMAID, SANFORD L.P.	ORTRONICS		
NEWLINE INTERACTIVE, INC.	OSNEXUS		
NEXENTA			
NEXLINK COMMUNICATIONS LLC			



RADIO IP	SAMSONITE	SIEMON COMPANY	SPRINT
RADIUS.AI*	SAMSUNG	SIEMONS	SPRINXLE
RADWARE	SANDISK	SIERRA CIRCUIT REPAIR, INC.	SQUARE ENIX INC.
RAIN DESIGN - STRATEGIC	SANGOMA	SIERRA WIRELESS	SQUARE INC.
RAM MOUNTS	SANMINA	SIGNAGELIVE, INC.	SSH COMMUNICATIONS SECURITY, INC.
RANGEFORCE	SANS DIGITAL	SIIG	ST CYBERLINK CORP DBA GLOBAL PC DIRECT
RAPIDDEPLOY INC.	SANUS	SIMEON CLOUD	STACKROX, INC.
RAPTOR BLASTING SYSTEMS LLC	SANYO DENKI AMERICA, INC.	SIMPLIFI	STAMAR PACKAGING INC. / REMAN
RARITAN	SAP AMERICA	SINGLEWIRE	STAR PRINTER
RAYCOP NORTH AMERICA INC.	SAPIEN TECHNOLOGIES, INC.	SK HYNIX	STARLIGHT
RAYMOND & LAE ENGINEERING, INC.	SAS	SKYEBROWSE	STARTECH
RAZER	SATECHI	SILICOM CONNECTIVITY SOLUTIONS	STARWIND
READYDOCK, INC. DBA ICLEANSE	SAVANT TECHNOLOGIES LLC, DBA GE LIGHTING, A	SILICON POWER	STATIC CONTROL COMPONENTS
REALDEFENCE LLC	SAVANT COMPANY	SILVERSKY, INC.	STAYMOBILE VENTURE LLC
REALVNC LTD	SAVIN	SIMPLY NUC, LLC	STEADFAST INNOVATION
RECAST SOFTWARE, INC.	SAVIYNT	SINGLEWIRE	STEELCASE, INC.
RECIPROCITY	SC HOLDINGS	SIOS TECHNOLOGY CORP.	STEMFUSE
RECORDEX MANUFACTURING, INC.	SCALA	SIPPIO	STEP AHEAD*
RED GATE SOFTWARE LTD	SCALE COMPUTING	SIXGILL	STIRLING COMMUNICATION SUPPLY
RED HAT	SCALEFLUX	SIYATA MOBILE	STM BAGS, LLC
RED LION CONTROLS, INC.	SCALEFUSION*	SKB CASES - STRATEGIC	STONEFLY
REDSHIFT	SCANTRON CORPORATION	SKETCH	STORAGE MEDIA & SUPPLIES
REDSKY TECHNOLOGIES	SCHEDMD	SKYHIGH SECURITY	STORAGECRAFT TECHNOLOGY CORP
REDSTOR	SCHNEIDER ELECTRIC	SKYKICK	STORMAGIC
REDWOLF SECURITY	SCICART LTD.	SKYKIT	STRATEGIC INTERESTS
REMAGO	SCIENCE LOGIC	SKYTECH USA LLC	STRATEGIC SOURCING
REMARKETED	SCLERA	SLASHNEXT	STRATIX
RESPOND SOFTWARE	SCM MICRO	SMART TECHNOLOGIES*	STRATOZEN
REVEALD	SCOOTER SOFTWARE INC.	SMARTAVI	STREAMVU INC.
REVOLUTION ACOUSTICS	SCOPESTACK	SMARTOPTICS	STRIKE
REVVER	SCORE VISION	SMK LINK	STYECA
RFID-STRATEGIC	SCOSCHE	SNAPT	SUMAR INTERNATIONAL, INC.
RGB SPECTRUM	SCREENBEAM INC.	SNX/MFR PC RETURNS / REMAN	SUMMA AMERICA LLC
RGNETS	SEAGATE	SOC PRIME	SUMOLOGIC
RH BUSINESS TRADING LLC	SEAGULLSCIENTIFIC	SOCIAL SAFEGUARD INC.	SUNBRITETV, LLC
RHINO HEALTH	SEAL SHIELD	SOCKET COMMUNICATIONS	SUNSHINE COMPUTERS & SOFTWARE INC. D/B/A INNOVATION COMPUTERS
RIBBON COMMUNICATIONS	SECLORE	SOCKET MOBILE	SUPERBAI
RICHWOODS TECHNOLOGY	SECTRIO	SOFTLAYER TECHNOLOGIES, INC.	SUPERCOM, INC.
RICOH	SECULORE SOLUTIONS, LLC	SOFTWARE & PERIPHERALS	SUPERMICRO
RIGADO	SECUREDATA, INC.	SOFTWARE AG	SUPERSONIC INC.
RINGCENTRAL-RAW MATERIAL	SECURELOGIX CORPORATION	SOHNEN ENTERPRISES, INC.	SUPPLIES DISTRIBUTORS
RINGCENTRAL, INC.	SECURITY CAMERA WAREHOUSE	SOLARFLARE COMMUNICATIONS, INC.	SURE PEOPLE
RING, LLC	SECURITY COVERAGE, INC.	SOLE SOURCE TECHNOLOGY, LLC	SUREPATH AI
RISE K12	SECURITY STUDIO	SOLGARI*	SUSE
RISKOPTICS	SECURONIX*	SOLIDGM	SWIFTPAGE ACT! LLC
RISO-STRATEGIC	SEGUE CORPORATION	SOLITON SYSTEMS	SYBA MULTIMEDIA INC.
RITTAL	SEGWAY INC.	SONIC FOUNDRY INC.	SYCOMP*
RIVERBED	SEH TECHNOLOGY, INC.	SONICWALL	SYMBOL SECURITY
RIVERSIDE TECHNOLOGIES, INC.	SEIKO	SONNET TECHNOLOGIES	SYNACOR, INC.
RIVET NETWORKS LLC	SEISMIC LLC	SONOS	SYNAMI LIMITED
ROBERT BOSCH TOOL CORPORATION	SEMOTUS	SONY	SYNERGY SKY
ROCKETBOT	SENCHA INC.	SOPHOS	SYNITI
ROCKSTAR GAMES	SENCOR EUROPE, SPOL. S.R.O.	SOTEL SYSTEMS, LLC	SYNOLOGY
ROCSTORAGE INC.	SENECA DATA DISTRIBUTORS, INC.	SOTER TECHNOLOGIES LLC	SYSDIG
ROCFWARE	SENGLED USA INC.	SOUND SECURE	SYSTIUM TECHNOLOGIES
ROKU, INC.	SENNHEISER	SOURCE CODE	SYSTRAN SOFTWARE INC.
ROOFTOP	SENSORWORKS	SOURCE TCH	SYXSENSE
ROSE ELECTRONICS	SENTINEL TECHNOLOGIES, INC.	SOURCING	
RPOST	SENTRY BAY	SP CONTROLS, INC.	
RSTAR	SEPIO CYBER	SPA, LLC	
RT SALES, INC.	SERVER TECHNOLOGY, INC.	SPACEPOLE INC.	
RTECH SOLUTIONS	SERVICE	SPARKCOGNITION	
RTHREAT	SERVICE365	SPARKLE POWER	
RUCKUS	SERVICEPOINT365, LLC	SPECOPS SOFTWARE USA INC.	
RUGGED PROTECTION, INC.	SHAPE SECURITY, INC.	SPECTRIO, LLC	
RUN.AI	SHAREGATE GROUP INC	SPECTRUM BUSINESS	
	SHAREPOINTXPERS, LLC	SPECTRUM CORPORATION	
	SHARP	SPHERE TECHNOLOGY*	
	SHASTA CLOUD, INC.	SPICERS PAPER, INC.	
	SHELTERZOOM*	SPIN TECHNOLOGY	
	SHURE*	SPIRENT	
	SHUTTLE COMPUTER INT	SPK AND ASSOCIATES	
	SIBLINGS INVESTMENT INC., DBA VANTEC THERMAL TECHNOLOGIES	SPK RESOURCE	
	SIC SALES & MARKETING INC.	SPOTIFY USA INC.	
	SIDOS	SPLUNK*	
		SPRACHT PRODUCTS	
SACO ENTERPRISES INC. DBA PACTECH			TAA PRODUCTS
SAFE SOFTWARE INC.			TACTILE
SAFETY VISION			TAG GLOBAL SYSTEMS LLC
SAHARA PRESENTATION SYSTEMS INC. DBA			TAKE TWO
CLEVERTOUCH			TAKE-TWO INTERACTIVE SOFTWARE, INC.
SALAMANDER			TALEND
SALMON AMERICA			TALENT GRANT TECHNOLOGY INC.
			TALK-A-PHONE CO
			TAMR
			TANDESA LLC
			TANGENT COMPUTER INC.
			TAOGLAS USA INC.
			TARGUS



TAUSIGHT	TREMOLO SECURITY, INC.	VIAAS, INC.	WSTDIGITAL
TCPWAVE, INC.	TRENDMICRO	VIAVI SOLUTIONS	
TD SOURCING	TRENDNET	VICTORINOX	X RITE
TE CONNECTIVITY	TRIPP LITE	VIDIZMO	X6D USA INC.
TEAM ONE NETWORKING, INC.	TRIPWIRE INC.	VIEWSONIC	XENCELABS
TEAM RESEARCH INC.	TRNSTON NW	VIKING COMPUTER PARTS	XEROX
TEAMFUSION, INC.	TROY GROUP	VIKING ENTERPRISE SOLUTIONS	XI3 CORPORATION
TEAMPAY	TRUCE SOFTWARE	VIMEO	XILINX
TEAMSABLE POS, INC.	TRUSTED KNIGHT	VINPOWER	XINUOS, INC. DBA UNXIS, INC.
TEC LIGHTING INC.	TRYTEN - STRATEGIC	VIPRE SECURITY	XOGO, INC.
TECH DEFENDERS	TSECOND	VIRCOM INC.	XYZPRINTING, INC.
TECHLOGIX NETWORKX	TSITOUCH LLC	VIRSAE	
TECHNOMAD	TSSLINK INC.	VIRTANA	YAGNA IQ INC.
TEGO CYBER	TUFIN	VISION	YAMAHA
TEKLYNX SOFTWARE	TURING VIDEO, INC.	VISIONEER	YEALINK
TEKNIKOS INC.	TWEELIN	VISIONTEK	YOSHINO TECH*
TELCLLOUD	TWISTLOCK, INC.	VISTA IT GROUP	YUBICO
TELEDYNAMIC	TYAN COMPUTER CORPOR	VISUAL LABS	
TELEEPOCH LTD	TYCON SYSTEMS, INC.	VIVACITY TECH PBC	ZAGG INC.
TELEPORT		VIVINT, INC.	ZEPLIN
TEMPEST LIGHTING, INC.	U.S.GAMES DISTRIBUTION, INC.	VIVOTEK	ZERIFY
TENERGY CORPORATION	UBI SOFT ENTERTAINMENT	VIZETTO	ZEROSPAM
TERADICI	UBIX	VIZIFLEX SEELS INC.	ZETASETT
TERRAMASTERS	UBZL	VMRAY	ZEWA, INC.
TES AMERICA, LLC	UC WORKSPACE	VMWARE	ZIMPERIUM
TEXTHELP INC.	ULINE	VOLODY	ZOHO CORPORATION
TG3 ELECTRONICS INC.	ULTRALEAP	VONAGE	ZOOM
TGRMN SOFTWARE	UNAVIS LLC	VONHOLZHAUSEN	ZOTAC INTL
THALES ESECURITY	UNBW	VORP ENERGY, LLC	ZPE SYSTEMS
THE DIGITAL DECISION	UNC GROUP	VOTIRO	ZSCALER
THE ELEVATOR CHANNEL DBA 11 GIRAFFES	UNCOMMONX	VOYAGER LABS	ZVT INC.
THE JOY FACTORY	UNDER ARMOUR	VU RYTE , INC.	ZYXEL
THE OLANDER COMPANY, INC.	UNIDOC HEALTH SOLUTIONS	VUZIX CORPORATION	
THERMALTAKE TECHNOLOGIES	UNIFORM INDUSTRIAL CORP.	VWR INTERNATIONAL LLC	
THETA LAKE	UNIGEN	VXL INSTR	
THING TECH	UNIMAX	VZBLTY	
THINKOWL	UNITECH		
THINKPARQ GMBH	UNITED DGI	WAITTIME	
THINKWRITE TECHNOLOGIES LLC	UNITED STATES LUGGAGE LLC	WALLBOARD	
THINPRINT	UNITRENDS	WANDERA	
THOMAS REGOUT	UPSHOW	WARNER BROTHERS	
THREAD	URBAN ARMOR GEAR	WASABI	
THREATLOCKER	URBAN FACTORY	WASP TECH	
THREATQUOTIENT INC.	USA VISION SYSTEMS, INC.	WATCHGUARD	
THRONMAX	U.S. CELLULAR	WEBROOT SW	
THUNDER NSI	USYSTEMS	WEBWORKS	
TIBCO SOFTWARE	UTIMACO INC.	WEIGHTS AND BIASES	
TIDEBREAK, INC.	UVNETWORKS	WEIRDWARE VENDOR GROUP	
TIGER-VAC INTERNATIONAL, INC.	V3GATE, LLC	WEKA IO	
TINES SECURITY SERVICES LTD	V5 SYSTEMS, INC.	WENGER BY GROUP III	
TITAN CLOUD STORAGE	VADE / MTA MOVING	WESTERN DIGITAL	
TJ COMMUNICATIONS, INC. DBA TITAN RADIO	VADE SECURE, INC.	WESTERNTECHSYSTEMS INC.	
TMAX DIGITAL INC.	VALCOM	WEVIDEO	
TMOBILE	VALIDSOFT	WHISTIC	
TMS	VANDER-BENDMANUFACTURING LLC	WHITECANYON SOFTWARE, INC.	
TOKENEX INC.	VARIDESK	WHOOOP USA	
TONE COMMANDER	VARONIS SYSTEMS	WIDEPOINT	
TOOL4EVER	VASION PRINT	WILLARD PACKAGING	
TOOLS4EVER	VAULT	WILLIAMS SOFTWARE ASSOCIATES	
TOOLFARM.COM, INC.	VCE	WILSON ELECTRONICS LLC	
TOOLS FOR SCHOOLS	VCOM INTERNATIONAL MEDIA CORP	WIN LONG, USA LLC DBA TITANIUM TECHNOLOGIES	
TOP TECH CLOCKS	VDO360 LLC	WIND RIVER SYSTEMS	
TORG	VEEAM	WINMAGIC	
TORQ	VEEONE HEALTH	WINSTON INTERNATIONAL LTD.	
TOSHIBA	VEGA CLOUD	WIRELESS GUARDIAN, INC.	
TOTAL MICRO/MOBILE INTERNATIONAL	VELOCLOUD NETWORKS LLC	WIREMOLD/LEGRAND	
TOTOWA SYSTEMS, INC.	VENTURA TECH GROUP INC.	WITFOO INC.	
TP-LINK USA CORPORATION	VERACITY USA, INC.	WITHINGS INC.	
TRACEWELL SYSTEMS, INC.	VERBATIM	WOBBLEWORKS	
TRAINING PALO ALTO	VERITAS	WOLTERS KLUWER HEALTH	
TRANSCEND	VERIZON	WOOTCLOUD	
TRANSMOSIS*	VERSA NETWORKS	WORKDAY	
TRANSPORTATION MANAGEMENT SERVICES, INC.	VERSATERM	WORKS 360, LLC DBA SPRINXLE	
TRANSTECTOR	VERTIGIS*	WORKSPOT	
	VERTIV	WORKWELL TECHNOLOGIES	
	VG RUSH CORPORATION	WOWWEE	
		WSO2	

**New Fiscal Year 2024 Vendor*



Ryan Lindeman
Program Manager
Ryan.Lindeman@tdsynnex.com



Melissa Tomberg
Sr. Program Manager
Melissa.Tomberg@tdsynnex.com



Camillia Joseph
Sr. Campaign Manager
Camillia.Joseph@tdsynnex.com



Claire Schoonover
Manager, Event Marketing
Claire.Schoonover@tdsynnex.com

2025 Program availability and pricing listed here is guaranteed until January 31, 2025.
After that date, pricing and activity availability is subject to change.

TD SYNnex Marketing Prior Agreement		SCM#	
Vendor Name:		VMM Name:	
Vendor Contact:		Vendor E-mail:	
Pre-Approval Section			
This agreement entitles afore-mentioned vendor to participate in the TD SYNnex Marketing Program and/or Activity (check all that apply): Annual Program: ☐ Multi-Vendor: ☐ A-La-Carte (Single Vendor): ☐			
Program/Activity Name: 2025 Public Sector Annual Program			
Description (For Single-Vendor ALC, please include activities details):			
For advertisements, catalogs, email, fax mailers and other related promotions, TD SYNnex reserves the right to edit/approve final content. For incentives, contests, promotional items and other related activities, TD SYNnex reserves the right to utilize authorized funds as deemed necessary to promote or otherwise sell vendor products. TD SYNnex will provide necessary documentation for claimed amounts when requested. If the undersigned/vendor cancels an approved/authorized program, all out of pocket expenses incurred by TD SYNnex prior to the cancellation will be reimbursed by vendor. The party signing this contract indicates their approval of the program to be delivered by TD SYNnex or its subsidiaries and understands the terms and conditions of the program and has the authority to execute this contract. Any programs delivered by a TD SYNnex subsidiary will be invoiced by such subsidiary. CANCELLATION POLICY: All cancellations must be in writing. If Vendor cancels after this contract has been fully executed by both parties, a cancellation fee will be charged according to the following fee schedule: • If cancellation occurs 30 days prior to the event, 50% of the event fee will be charged. • If cancellation occurs 14 days prior to the event, 75% of the event fee will be charged. • If cancellation occurs 7 days prior to the event, 100% of the event fee will be charged. For Pre-Pay SCMs, TD SYNnex Marketing will work with vendor to ensure that funds will be fully spent within two years of invoice.			
Accepted by (E-Sign):		Date:	
Billing Information			
PA/PO #:			
Billing Method:		Direct Billing: ☐ Pre-Bill: ☐ SCM: _____	
		Total DUE: \$	

Single Vendor/ A-La-Carte Terms:

Vendor agrees to participate in and pay for the specific marketing activities selected above. Vendor understands this is a commitment to execute the marketing activities within the dates specified and agrees to pay the marketing fee listed for each activity as completed. Any changes to the quoted marketing activities that are requested by Vendor may increase the total marketing fee. Vendor will be notified in advance of any additional marketing fees to secure additional funding and/or approval of change of funding to be provided.

INVOICING: The Marketing Activity fee will be invoiced as follows: (i) after the implementation date of each activity for proof of performance marketing activities, or (ii) within a reasonable time of the end of each TD SYNnex fiscal quarter for pay-for-performance sponsorship. All invoices shall be paid Net 30 days from date of invoice. All payments shall be in the form of a credit memo, ACH, wire or check and are due within 30 days of invoicing. Activities may include a fee for TD SYNnex Marketing and administrative support. If payment is not received, TD SYNnex may pursue further collection efforts and has the right to cancel/suspend any pending marketing activities.

Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

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

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

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

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

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES *RJ* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES *RJ* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

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

Check for YES:

OR

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

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

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

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

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

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

Check for YES: ☒

OR

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

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

Check for YES:

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

Offeror's Name: TD SYNnex Corporation

Address, City, State, and Zip Code: 5350Tech Data Drive, Clearwater, FL, 33760

Phone Number: 510-402-7058

Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com

Signature of Authorized Representative: _____

Date: Apr 9, 2025 | 12:54:53 EDT

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

Offeror's Name: TD SYNnex Corporation

Address, City, State, and Zip Code: 5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com

Signed by: Randy Finley
4349F10A8D89442... Date: Apr 9, 2025 | 12:54:53 EDT

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Notice of Legal Matters Affecting the Federal Government

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

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

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

Public Policy

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

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

Affirmative Socioeconomic Steps

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

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

1.1 Applicability

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

1.2 Additional Considerations

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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

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

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

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

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

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be

applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

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

5. COPELAND ANTI-KICKBACK ACT

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

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

10. BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

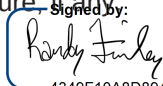
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signed by:



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Signature of Contractor's Authorized Official

Randy Finley, Sr. Director, Business Development

Name and Title of Contractor's Authorized Official

Apr 9, 2025 | 12:54:53 EDT

Date

11. PROCUREMENT OF RECOVERED MATERIALS

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

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

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

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

14. CHANGES

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

15. DHS SEAL, LOGO, AND FLAGS

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

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

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

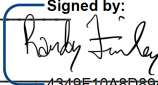
Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: TD SYNnex Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com  Signed by:
Signature of Authorized Representative: _____
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Date: Apr 9, 2025 | 12:54:53 EDT

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	04/11/2025 01:48 PM MDT

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Arizona

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
(name of contracting unit)

the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to

before me this day

04/11/2025 01:48 PM MDT

Signature

_____, 2 _____

(Type or print name of affiant under signature)

04/11/2025 01:51 PM MDT

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

04/11/2025 01:48 PM MDT

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	04/11/2025 01:48 PM MDT
(Notary Public)	(Affiant)
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)





DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

04/11/2025 01:48 PM MDT

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version January 31, 2025

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

04/11/2025 01:48 PM MDT



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021

EXHIBIT “B”

Participating Dealer Agreement

PARTICIPATING DEALER AGREEMENT

OMNIA Partners Contract #R250307

Administration Agreement

This Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between Flagler Technologies LLC ("Dealer"), having its place of business at 5295 Town center Rd Suite 201 Boca Raton FL 33486, and TD SYNnex Corporation ("TDS"), having its place of business at 44201 Nobel Drive, Fremont, CA, 94538.

BACKGROUND

This Agreement governs the appointment of Dealer as a nonexclusive authorized Dealer of Products (as defined below) through the OMNIA Partners Contract #R250307, Administration Agreement ("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.

Exhibit A – Ordering Instructions

TD SYNnex Corporation

Flagler Technologies, LLC

By: E-SIGNED by Randy Finley on 2025-09-12 20:20:03 GMT

By: E-SIGNED by Ken Wagner on 2025-09-10 14:00:01 GMT

Name: Randy Finley

Name: Ken Wagner

Title: Sr. Director, Business Development

Title:

Date: September 12, 2025

Date: September 10, 2025

P.S.A.

September 10, 2025

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 "Contract Price List" is the negotiated contractual pricing for the Products.

1.4 "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; the qualification requirements delineated herein; and, the authorization requirements of the manufacturer of the Product(s), TDS hereby appoints Dealer, and Dealer hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. TDS grants to Dealer 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. This Agreement does not purport to provide Dealer any additional rights than those offered to them by the manufacturer of the Product(s).

2.2 Authority. Except as expressly set forth in this Agreement, Dealer will have no authority to bind TDS or its suppliers to any contract, representation, understanding, act or deed concerning TDS, its suppliers or any Products covered by this Agreement without TDS's prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Dealer 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 TDS authorizes such warranties and representations in writing. The parties recognize and agree that the Dealer relationship referenced herein does not establish privity of contract between Dealer and Customer. Dealer 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 TDS in writing, Dealer 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 TDS's ability to sell, directly or indirectly, any Products to any Customers, and Dealer shall not be entitled to any commission or other compensation with respect to such sales. TDS shall be entitled to appoint other Dealer(s) for any Customers without notice or liability to Dealer.

SECTION 3 DEALER OBLIGATIONS.

3.1 Contract Pricing. Dealer shall comply with the approved Products 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. Dealer agrees to send orders to TDS through a TDS approved method. Dealer is responsible for providing the End User Purchase Order for a contract order to be placed. Dealer 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. Dealer agrees to provide a copy of the Customer's purchase order when placing an order to TDS through this Contract.

3.5 Audit. TDS shall, at all reasonable times and for three (3) years after termination or expiration of this Agreement, have full access to Dealer's books, records, files and related correspondence relating to Dealer's performance under this Agreement.

3.6 Dealer Services. Dealer must request a one-off approval from TDS to include their services in a contract quote and/or order.

3.7 Contract Terms and Conditions: Dealer agrees to comply with the terms and conditions of the Contract located at <https://www.omniapartners.com/suppliers/td-synnex/public-sector/contract-documents#contract-382>.

SECTION 4 ORDERS, PAYMENT AND DELIVERY.

4.1 Ordering Information. Dealer shall ensure that Customers are eligible to purchase through the Contract.

4.2 Order Acceptance. All orders shall be subject to TDS 's acceptance, and TDS 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. TDS will use commercially reasonable efforts to meet the Customer's requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Dealer will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Dealer's standard credit terms will apply to all orders under this Agreement.

SECTION 5 ADDITIONAL DUTIES OF DEALER.

5.1 Best Efforts. Dealer 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 TDS.

5.2 Compliance. Dealer 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 Dealer. Dealer shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Dealer shall not make any false or misleading representations to Customers or other persons with regard to TDS or the Products. Dealer 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 No Contract Modification. Dealer shall not alter, change, or modify in any way, any contract or order under any contract between TDS and any Customer. Dealer will indemnify and hold TDS harmless from any alteration, change, or modification to a contract between TDS and any Customer caused by the actions of Dealer.

5.5 Procurement of Products. Any Products sold to Customer by Dealer under the Contract must be procured through TDS.

5.6 Data Location. All of the data for Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States.

5.7 Reporting - Administrative Fees - Contacts.

5.7.1 Reporting Responsibility. Sales reporting requirements are fulfilled at the time of sale for each transaction. Sales reporting includes the Dealer's Purchase Order issued to TDS and the end-user customer's Purchase Order issued to Dealer. The Purchase Orders must be submitted to your designated TDS salesperson and the following email address OMNIA@tdsynnex.com at the time the order is placed. Sales reporting requirements are material requirements to remain compliant to the Agreement and will be a deliverable for each transaction. If there is a reason to manually report contract sales to the TDS Contract Administration Team, please submit your report online here: <https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/monthly-contract-reporting/>.

5.7.2 Administrative Fees. Dealer is responsible for payment of the Contract fee: 2% or 200 Bps for associated with this Agreement (the "Administrative Fee"). TDS will therefore include the associated fees in each quotation provided to Dealer and billed accordingly to Dealer.

5.7.3 Failure to comply with the provisions in SECTION 5 will result in immediate termination of Dealer.

SECTION 6 QUALIFICATIONS OF DEALER.

6.1 Good Standing. Dealer's business and credit accounts with TDS must be current and in good standing. Dealer cannot have defaulted on any payments due to TDS and must have a history of prompt and timely payments for all amounts due TDS.

6.2 Dealer Financials. Dealer agrees to provide TDS with updated credit information on request. Dealer understands and agrees that TDS 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 Dealer Indemnification. Dealer will indemnify, defend and hold harmless TDS, 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 Dealer'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. Dealer 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. Dealer 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 TDS Indemnification. TDS will indemnify, defend and hold harmless Dealer from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of TDS 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. TDS shall pay any damages and costs assessed against Dealer in connection with such claim. Dealer shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. TDS shall not enter into any settlement that affects Dealer's rights or interests without Dealer's prior written approval.

SECTION 11 INTELLECTUAL PROPERTY.

11.1 Nothing contained in this Agreement shall give Dealer any interest, license or right in any trademark, name, logo, or other trade designation of TDS or any TDS parent or affiliated company. Dealer 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 TDS 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:

12.1.1 At any time upon the mutual written agreement of both parties;

12.1.2 By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

12.1.3 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;

12.1.4 By TDS, immediately upon written notice, in the event Dealer breaches SECTION 5;

12.1.5 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;

12.1.6 Notwithstanding the foregoing, TDS may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Dealer 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 TDS 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*, TDS shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of TDS. An affiliate of TDS means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with TDS.

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. TDS and Dealer 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 **SECTION 7.1 OR SECTION 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.

END of AGREEMENT

EXHIBIT “C”

QUOTE #012199 V6 (CITY)
QUOTE #012332 V2 (FPPD)

12664_City of Fort Pierce O365 CSP and Open Value Omnia

Quote #012199 v6

Prepared For:

City of Fort Pierce

DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000

E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC

Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047

E: shana.clark@flagler.io

Date Issued:

09.03.2025

Expires:

10.30.2025

Microsoft Open Value Software - 3 Year Commitment, Pay Annually

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Omnia Contract #R250307		
		3 Year Commitment, Pay Annually		
16	9GS-00325	MicrosoftCoreInfrastructureSvrSteDCCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	\$277.22	\$4,435.52
16	9GA-00438	MicrosoftCoreInfraSvrSteStdCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	\$61.43	\$982.88
160	9EM-00427	MicrosoftWindowsServerSTDCORE SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	\$34.57	\$5,531.20
Subtotal:				\$10,949.60

City of Fort Pierce (CITY) 365 G5 YEARLY Upfront Price

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
225	NCE Microsoft 365 G5 (GCC) Annual	NCE Microsoft 365 G5 (GCC) Annual	\$637.38	\$143,410.50
10	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	\$447.28	\$4,472.80
Subtotal:				\$147,883.30

Quote Summary			Amount
Microsoft Open Value Software - 3 Year Commitment, Pay Annually			\$10,949.60
City of Fort Pierce (CITY) 365 G5 YEARLY Upfront Price			\$147,883.30
Total:			\$158,832.90

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

*Includes a complimentary allocation of two (2) hours of professional M365 expert consulting each month at no additional cost. Unused hours do not roll over into the next month. Requests must be scheduled with 5 days advance notice to ensure availability. Scope of services are limited to Flagler's professional expertise and service offerings. Requests outside this scope are not covered.



12664_City of Fort Pierce O365 G3 Police

Quote #012332 v2

Prepared For:

City of Fort Pierce

DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000

E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC

Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047

E: shana.clark@flagler.io

Date Issued:

08.06.2025

Expires:

10.30.2025

City of Fort Pierce Police (POLICE) O365 YEARLY Upfront Price

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Omnia Contract # R250307		
205	NCE Office 365 G3 (GCC) Annual Commit	NCE Office 365 G3 (GCC) Annual Commit	\$257.19	\$52,723.95
			Subtotal:	\$52,723.95

Quote Summary	Amount
City of Fort Pierce Police (POLICE) O365 YEARLY Upfront Price	\$52,723.95
Total:	\$52,723.95

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



EXHIBIT "D"
CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE OF COERCION
FOR LABOR OR SERVICES

Vendor name: Flagler Technologies
Authorized Representative's Name and Title: Shana Clark, Managing Member
Address: 5295 Town Center Rd Ste 201
City: Boca Raton State: FL Zip Code: 33484
Phone Number: (561) 207-1047 Email Address: Shana.clark@flagler.io

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:  Shana Clark Managing Member 10/15/25
Authorized Signature Printed Name and Title Date

STATE OF Florida
COUNTY OF Palm Beach County

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 15 day of October, 2025 by Shana Clark, who is

☒ personally known or

☐ produced identification (ID produced: _____).

Notary Public Signature: Casey E. Gates (Seal)

Print Name: Casey Gates

My Commission Expires: 12/3/2028

