

C2026006

**From:** Information Technology Services <noreply@formresponse.com>  
**Sent:** Wednesday, July 23, 2025 7:00 PM  
**To:** Finance – Procurement Resource Group  
**Subject:** Re: Cooperative Request Form - Information Technology Services

**Attention:** This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

**Cooperative Request Form**

What is your name? John Buckner

What is your department? Information Technology Services

What is your email address? john.buckner@nashville.gov

What is your phone number? (615) 880-2670

In addition to your department, will other Metro departments be utilizing this cooperative? Yes.

If other Metro departments will be utilizing this cooperative, list them here: MNPd, DEC, DCSO, MTA, JIS

How much do you estimate spending on this cooperative contract? 1,000,000.00

Why is this a sole source? Cooperative - Omnia.

Who is the supplier? Region 4 ESC - TX

Who is the supplier? TD Synnex

Is the supplier registered in iSupplier? No.

If yes, what is the supplier's ISN?	
What is the contract number?	01-170
When did the contract start?	12-14-2023
When does the contract end?	12-31-2026
What was the solicitation method for this contract?	RFP - Request for Proposal.
What is the good/service that this cooperative will be utilized to purchase?	Enterprise Licensing Agreement Metro Nashville VMware ELA - payment 2 & 3 of 3. We have information from other departments that they are waiting on this to go through to order renewals of their VMware, replacement servers and other peripherals.
Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?	<p>Utilizing the cooperative contract offers a simpler and more efficient alternative compared to issuing our own RFP/ITB. This option provides access to vendors who have already been vetted and to pricing that has been pre-negotiated, which can reduce the time and resources needed for a full procurement process. Rather than starting from scratch and developing a completely new solicitation, the cooperative contract builds on established practices and proven vendor relationships. This can help streamline the process and reduce the administrative workload. Additionally, because the contract terms have already been approved, the legal review steps are typically less extensive, potentially shortening the overall timeline.</p> <p>Another key benefit is the collective bargaining power gained through the cooperative arrangement. By pooling demand with other entities, Metro might secure more favorable pricing and service terms than if we were to negotiate on our own. This approach also helps ensure consistency in service delivery and can lead to improved vendor support and accountability over time.</p> <p>In summary, the cooperative contract simplifies the procurement process by using pre-qualified vendors, already negotiated terms, and shared resources. This not only saves time and administrative effort but may also lead to cost savings and more reliable service.</p>
Upload the original contract from the lead agency.	<a href="#">Complete Contract 01-170 section 3 of 4.pdf</a> <a href="#">Complete Contract 01-170 section 4 of 4.pdf</a> <a href="#">Complete Contract 01-170 section 1 of 4.pdf</a> <a href="#">Complete Contract 01-170 section 2 of 4.pdf</a>
Does the contract contain any good/service relative	No.

to surveillance as  
described in MCL  
13.08.080?

This contract contains a  
cooperative purchase  
provision that allows use  
by other governmental **Yes.**  
agencies and/or use of  
this contract is authorized  
by state and local law.

I accept the terms of this **Yes.**  
contract without exception.

Upload the formal  
solicitation (RFP/ITB) from [RFP - ~1.PDF](#)  
the lead agency.

This solicitation was  
advertised, open, and **Yes.**  
unrestricted.

I have confirmed with both  
my department finance  
manager and/or OMB **Yes**  
budget analyst sufficient  
fund availability for this  
request.

I affirm that I am  
authorized by the  
appropriate individuals in **Yes**  
my department, including  
my director or their  
designee, to submit this  
cooperative request.

You can [edit this submission](#) and [view all your submissions](#) easily.

**Attachments:** Because the total size is more than 10MB the uploads are not attached.



## Cooperative Request Review

This cooperative request for **advanced technology solutions via Omnia contract 01-170** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative is **\$55,071.00**

The cooperative was requested by **ITS**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Omnia**; the lead agency is **Region 14 – Education Service Center**. **Region 14 – Education Service Center** is a public institution in **Texas** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 16 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

### Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**04% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$55,071.00.**

### Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley  
08/04/2025



Cooperative Request Signature Form

Co-Op Request Number	C2026006
Date Received	July 23, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland  
Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

8/4/2025 | 9:16 AM CDT  
Date Signed



Region 14 Education Service Center

**Contract # 01-170**

*for*

Advanced Technology Solutions Aggregator

*with*

**TD SYNnex Corporation**

Effective: December 14, 2023

The following documents comprise the executed contract between the Region 14 Education Service Center, and TD SYNEX effective December 14, 2023:

- I. Vendor Award Letter
- II. Master Agreement-General T&Cs and executed signature form
- III. Supplier's Response to the RFP, incorporated



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, December 14<sup>th</sup>, 2023

TD SYNEX Corporation  
ATTN: Edward W. Somers  
39 Pellham Ridge Drive  
Greenville, SC 29615

Dear Edward:

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

The contract is effective immediately and will expire on December 31<sup>st</sup>, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and TD SYNEX Corporation

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

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

Sincerely,

DocuSigned by:  
  
8998FD6E54EE4F7...  
Shane Fields

Region XIV, Executive Director

## NOTICE TO RESPONDENT:

Submittal Deadline:

Thursday, November 16<sup>th</sup>, 2023, 2:00pm CT

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday November 2<sup>nd</sup>, 2023. All questions and answers will be posted to <https://info.omniapartners.com/solicitations>.

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

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

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](https://ncpa.bonfirehub.com)

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

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

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

## INTRODUCTION/SCOPE

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

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

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

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

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

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

## INSTRUCTIONS TO RESPONDENTS

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### Submission of Response

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

### Public Bid Opening

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

### Required Proposal Format

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

### Tabs

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

## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

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

#### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

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

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **Shipments (if applicable)**

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

#### **Tax Exempt Status**

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

## **Payments**

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

## **Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

## **Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

## **Warranty**

Proposal should address the following warranty information:

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

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

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

## **Safety**

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

**Permits**

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

**Indemnity**

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

**Franchise Tax**

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

**Supplemental Agreements**

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

**Additional Agreements**

If an awarded vendor requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the vendor are complementary to the terms and conditions stated herein or for the use of participating entities and shall not replace the entirety of the Master Agreement.

**Certificates of Insurance**

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

**Legal Obligations**

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

**Protest**

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

- Name, address and telephone number of protester

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

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

### **Force Majeure**

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

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

### **Prevailing Wage**

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

### **Termination**

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

### **Open Records Policy**

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

respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

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

## **PROCESS**

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

### **Contract Administration**

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

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

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

### **Price Increases**

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

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

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

### **Deviations and Exceptions**

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

### **Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is 250 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

### **Evaluation**

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

### **Formation of Contract**

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

### **NCPA Administrative Agreement**

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

### **Clarifications/Discussions**

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

**Multiple Awards**

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

**Past Performance**

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

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### **Electronic Price Lists**

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

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

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

### **References and Experience (20 points)**

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

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Programs and practices that may be advantageous to Public Agencies
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

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

Prices are guaranteed: **120 days**

TD SYNnex Corporation

Company Name

39 Pelham Ridge Drive

Address

Greenville

City

SC

State

29615

Zip

864-349-4390

Telephone Number

510-360-6609

Fax Number

ed.somers@tdsynnex.com

Email Address

Edward W. Somers

Printed Name

Vice President, Public Sector

Position

DocuSigned by:

Edward Somers

7A204C431EE340C...

Authorized Signature

TAB 3  
VENDOR QUESTIONNAIRE

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

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.

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

<input checked="" type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micrones	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

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

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

☐ Yes      ☒ Maybe      ☐ No      TD SYNEX Canada is a separate entity from TD SYNEX.

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

☒ Yes      ☐ Maybe      ☐ No

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

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

<input type="checkbox"/> Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	<input type="checkbox"/> Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business
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**Small Business, MWBE and HUB Growth**

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

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☒ Yes, we have programs in place.

**Residency**

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

**Felony Conviction Notice**

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

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

**Distribution Channel**

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

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

**Processing Contact Information**

Contact Person	<u>Destiny Lark</u>
Title	<u>Manager</u>
Company	<u>TD SYNnex</u>
Address	<u>39 Pelham Ridge Dr.</u>
City/State/Zip	<u>Greenville, SC 29615</u>
Phone	<u>864-349-4713</u>
Email	<u>destiny.lark@tdsynnex.com</u>

**Pricing Information**

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

- ☒ Yes      ☐ No

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

☒ Yes      ☐ No

**Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
National Cooperative Purchasing Alliance (NCPA) 01-97	0% to 4%*	July 31, 2024	FY2022 \$101 Million
Omnia Partners Public Sector #R200803	0% to 20%*	September 30, 2025	FY2022 \$2.9 Million
Equalis Group #EQ-013120-01	0% to 4%*	April 30, 2027	FY2022 \$304,000
PEPPM #533902			FY2022 \$7.9 Million
* Discount varies by product and vendor			

## TAB 4 VENDOR PROFILE

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Please provide the following information about your company:

- Company's official registered name. TD SYNEX Corporation
- Brief history of your company, including the year it was established. See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE Artifact 1 - History"
- Company's Dun & Bradstreet (D&B) number. 112375758
- Company's organizational chart of those individuals that would be involved in the contract. See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 2 Org Chart"
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address. See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 3 Locations"
- Define your standard terms of payment. See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 4 Payment"
- Who is your competition in the marketplace? Ingram Micro, D&H Distribution, Arrow Electronics, Carahsoft Technology Corp, and ImmixGroup.
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations

See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 5 Annual Sales"
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
  - \$ 88 Million in year one
  - \$ 95 Million in year two
  - \$ 101 Million in year three
- What differentiates your company from competitors? See PDF file "TD SYNEX Response Tab 4 VENDOR PROFILE - Artifact 6 Differentiators"
- Describe how your company will market this contract if awarded. See PDF File "TD SYNEX Response Tab 4 VENDOR PROFILE - Artifact 7 Marketing"
- Describe how you intend to introduce NCPA to your company. See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 8 Introduction"
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website. See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 9 Online Capabilities"

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 10 Customer Service"

- Green Initiatives (if applicable)

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

See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 11 Corporate-Citizenship-Report"

- Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

See PDF file "TD SYNEX response Tab 4 VENDOR PROFILE - Artifact 12 Global Human Rights Policy"

- Vendor Certifications (if applicable)

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

See PDF file "TD SYNEX Response Tab 4 VENDOR RESPONSE – Artifact 13 TD SYNEX product\_linecard" Other certifications, registrations, and/or licenses can be provided upon request.

- Additional Agreements (if applicable)

- Provide a copy of additional agreements

Can be provided upon request.

## **TAB 5**

### **PRODUCTS AND SERVICES**

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

#### **Warranty**

Proposal should address the following warranty information:

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

#### **Products**

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

#### **Construction**

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

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

- Data Center
- Data Storage
- Cyber Security
- Cloud Services
- Networking
- Telecommunication
- Mobility
- IOT
- Laptops / Notebooks / PDA's
- Desktop Computers
- Servers
- Software
- Accessories
- Battery Back-up / Power / Surge
- Cables
- Data Storage / Drives
- Digital Imaging – Cameras / Scanner

- Keyboard / Mice / Input Devices
  - Memory / System Components
  - Office Equipment
  - Printers
  - Sound / Multimedia
  - Telecommunications Products
  - Video – Monitors / Cards / Projector
  - Interactive Whiteboards
  - DVD / Books / Music / Video
  - Services
  - Installs
  - Asset Management
  - Managed Services
  - Telecommunications
  - Product Configurations
  - Product Support
  - Warranty
  - Insurance
- 
- Manufacturer's Authorized Distributor letters should accompany each manufacturers products submitted on the proposal.

## **TAB 6**

### **REFERENCES**

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

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

## **TAB 7 PRICING**

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

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

## **TAB 8**

### **VALUE ADDED PRODUCTS AND SERVICES**

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Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## **TAB 9**

### **REQUIRED DOCUMENTS**

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

## FEDERAL FUNDS CERTIFICATIONS

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

### APPENDIX II TO 2 CFR PART 200

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

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

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

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

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

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

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

#### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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

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

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

### **Business Operations in Sudan, Iran**

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

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

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

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
    - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
    - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
  - 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

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

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

## **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

## **ENERGY CONSERVATION REQUIREMENTS**

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

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

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

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

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

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

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

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

FEDERAL REQUIRED SIGNATURES

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

Offeror	TD SYNnex Corporation
Address	39 Pelham Ridge Dr
City/State/Zip	Greenville, SC 29615-593939
Authorized Signature	<div>DocuSigned by: <i>Edward Somers</i> 7A201C431EE340C...</div>
Date	Nov 15, 2023

## ANTITRUST CERTIFICATION STATEMENTS

### TEXAS GOVERNMENT CODE § 2155.005

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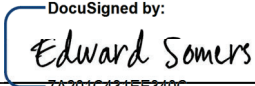
I affirm under penalty of perjury of the laws of the State of Texas that:

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

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

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

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

Company Name	TD SYNnex Corporation
Address	39 Pelham Ridge Dr
City/State/Zip	Greenville, SC 29615-593939
Telephone Number	864-349-4374
Fax Number	None
Email Address	Ed.Somers@tdsynnex.com
Printed Name	Edward W. Somers Jr.
Title	Vice President, Public Sector
Authorized Signature	<div><div>DocuSigned by:</div><div> Edward Somers</div><div>7A201C431EE340C...</div></div>

## STATE NOTICE ADDENDUM

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

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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

# Diversity Alliance Program

Advance your products by easily tapping into a broad ecosystem of small & diverse resellers

**You deserve a partner ecosystem strategy that aligns with your corporate values – and 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 reseller ecosystem



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



Enhanced ability to scale your relationships with resellers

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

Grow the amount and reach of diverse resellers proactively advancing your project



Increase the velocity and efficiency in growing your business



Scale your relationships with small and diverse resellers



Leverage a sustainable, diverse reseller strategy



**Tell your TD SYNnex Product Marketing Manager you want the TD SYNnex Public Sector Diversity Alliance Program**

Visit our website: [tdsynnex.com/na/us/td-synnex-public-sector/](https://tdsynnex.com/na/us/td-synnex-public-sector/)

For Questions, Email: [publicsector@tdsynnex.com](mailto:publicsector@tdsynnex.com)



**Without access to new and diverse partners, you'll miss opportunities to advance your product footprint.**



Access our **fully vetted reseller ecosystem** and create positive momentum that grows your business.



Get Concierge-Level Relationship Management



Grow Fruitful Relationships with Resellers



Access a Robust and Diverse Ecosystem



Get Accurate and Insightful ROI Reporting

Pursuing a diverse reseller strategy on your own can increase burnout and hinder efficiency. Join the TD SYNEX Diversity Alliance Program to win more business **without getting left behind**.

- ✓ Leverage a ready made solution to help you win more business that aligns with your values.
- ✓ Take the stress of finding small and diverse resellers off the plate of your team members – giving them time and resources back in their day to do their jobs well.
- ✓ Deploy a sustainable, diverse reseller strategy and increase the reach of your organization.

**TD SYNEX 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.

**Tell your TD SYNEX Product Marketing Manager you want the TD SYNEX Public Sector Diversity Alliance Program**

Visit our website: [tdsynnex.com/na/us/td-synnex-public-sector/](https://tdsynnex.com/na/us/td-synnex-public-sector/)

For Questions, Email: [publicsector@tdsynnex.com](mailto:publicsector@tdsynnex.com)



Artifact 1 History

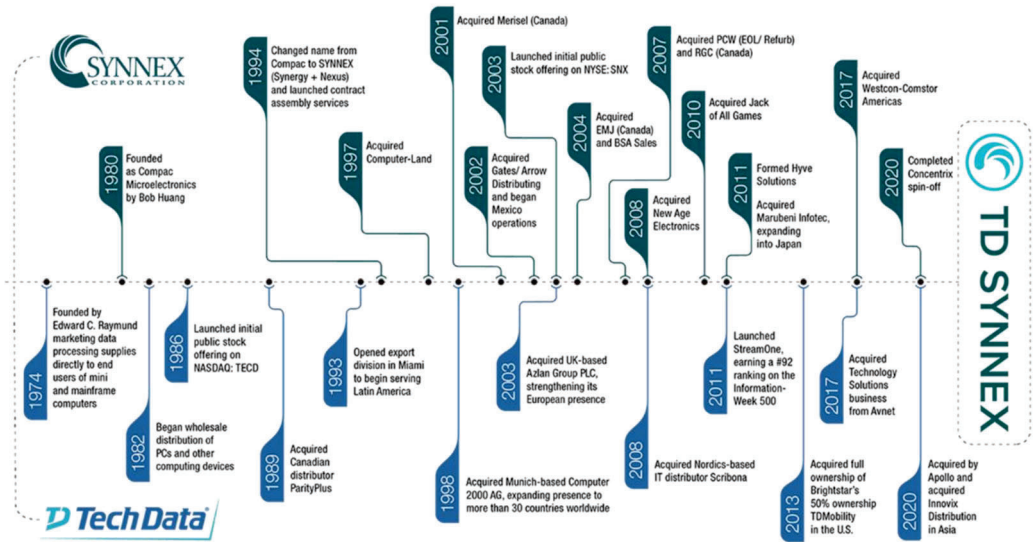
TAB 4  
VENDOR PROFILE

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

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 22,000 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.

The merger with Tech Data was completed on September 1, 2021. The combined company was named TD SYNnex Corporation.

TD SYNnex has come together through a history of balanced M&A and organic growth.



Headquartered in Fremont, CA, 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 1,500 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.

#### National Presence, Nationwide Distribution Capabilities

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 15 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
- 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.



## Artifact 2 Org Chart

### TAB 4 VENDOR PROFILE

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

#### TD SYNnex Public Sector Contracts Team Organization

##### ***Executive Team***

- Eddie Franklin, Senior Vice President of Sales, Public Sector  
eddie.franklin@tdsynnex.com
- Ed Somers, Vice President, Public Sector Programs  
ed.somers@tdsynnex.com
- Randy Finley, Senior Director of Public Sector Business Development  
randy.finley@tdsynnex.com

##### ***Management Team***

- Jerry Hertel, Director of Public Sector Client Executives  
jerry.hertel@tdsynnex.com
- Mike Gambrell, Director of State and Local Government Vertical Alliance  
mike.gambrell@tdsynnex.com
- Steve Wells, Vice President of Program Management  
steve.wells@tdsynnex.com

##### ***Business Development Team***

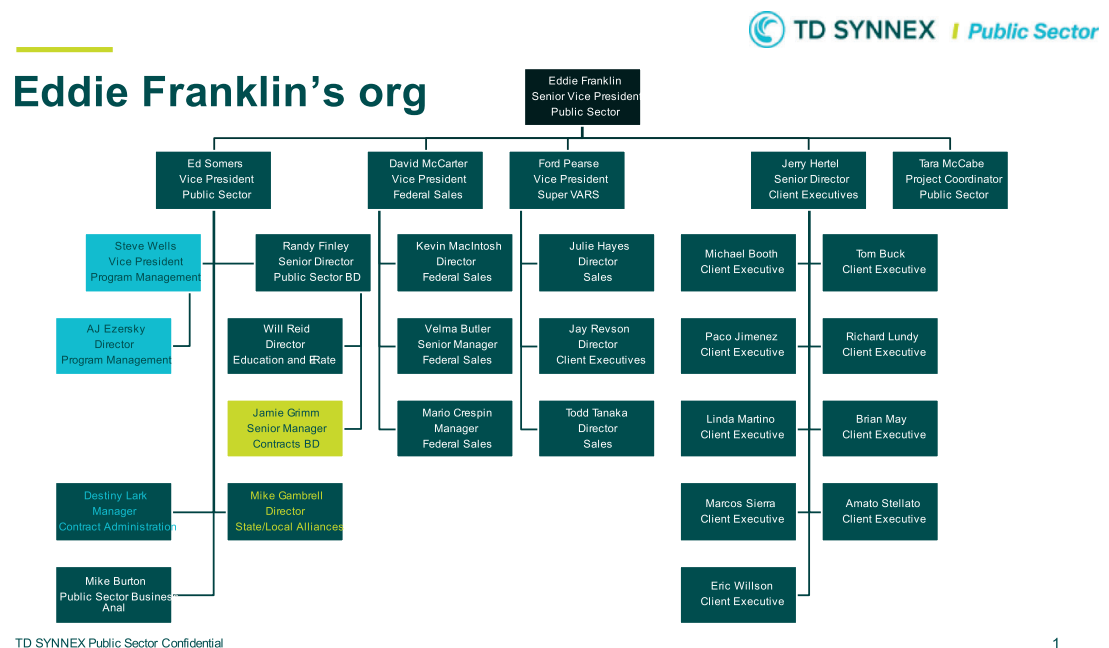
- Jamie Grimm, Senior Manager or Contracts Business Development  
jamie.grimm@tdsynnex.com
- Greg Villamarin, Bid Desk Supervisor

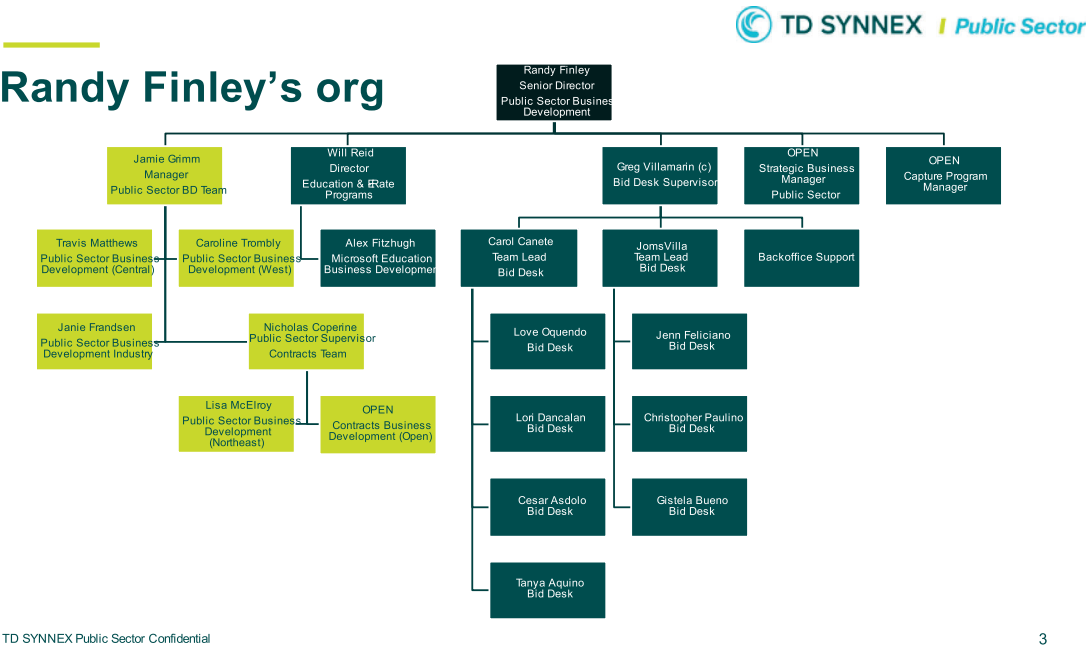
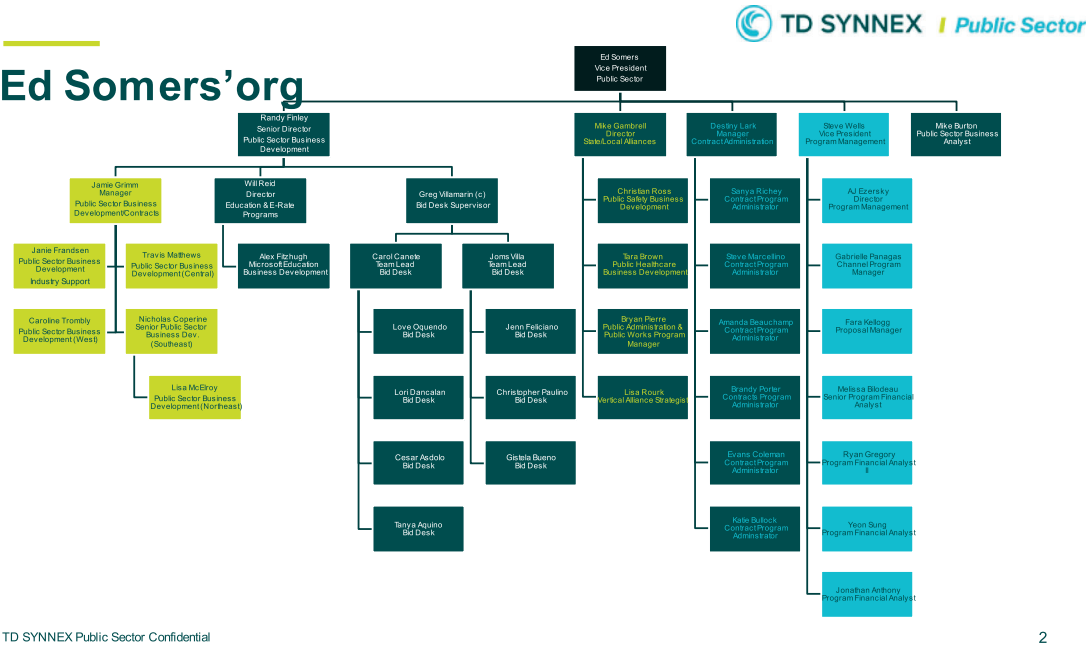


greg.vilamarin@tdsynnex.com

- Nick Coperine, Senior Contracts Business Development, Southeastern US  
nicholas.coperine@tdsynnex.com
- Travis Matthews, Contracts Business Development, Central US  
travis.matthews@tdsynnex.com
- Lisa McElroy, Contracts Business Development, Northeast US  
lisa.mcelroy@tdsynnex.com
- Caroline Trembly, Contracts Business Development, West US  
caroline.trembly@tdsynnex.com

Each member of the TD SYNnex Public Sector Contracts Team is involved in the ongoing success of the NCPA contract through reseller recruitment, solution development, and contract compliance.







## Artifact 3 Locations

### TAB 4 VENDOR PROFILE

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

With 15 distribution and 5 office facilities nationwide, TD SYNnex gets the right products to market, right-on-time. In addition to reducing shipping times, our regional warehouse placement slashes freight costs to customers, helping them win deals and boosting their margins.

Our model streamlines business processes to lower costs and create greater efficiencies. We combine our core strength in distribution with our service model to provide our customers greater efficiencies in time to market, cost minimization, real time linkages in the supply chain and aftermarket product support. TD SYNnex operates distribution facilities in the United States, Japan, England, Canada and Mexico. Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. Distribution facilities are geographically located near reseller customers and their end-users. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations. Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers.

TD SYNnex' global presence includes:

- Sales offices and warehouses in 11 states
- National field client executives to manage the entire country for services, commodity and enterprise sales
- Focused IT distribution strategy for the United States and Canada
- 15 distribution facilities in the United States so TD SYNnex can offer one- to two-day freight service to major metropolitan areas
- Leveraging TD SYNnex cost efficiencies and scale
- Global BPO centers allow for 24/7 operations (North America, Central America, Asia, and Europe)
- Reseller Partners with local offices to allow for full statewide coverage

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 Courner Park #800, Herndon, VA 20171)
- Tempe, AZ (8700 South Price Road, Tempe, AZ 85284)

TD SYNnex Distribution Centers:

- Chino, California
- Fontana, California
- Tracy, California
- Miami, Florida
- Suwanee, Georgia
- Romeoville, Illinois
- South Bend, Indiana
- Southaven, Mississippi
- South Brunswick, New Jersey
- Swedesbouro, New Jersey
- Columbus, Ohio
- Groveport, Ohio
- Fort Worth, Texas
- Garland, Texas
- Chantilly, Virginia

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

For this solicitation, your main point of contact for all locations is:

Randy Finley  
Senior Director, Public Sector Business Development  
39 Pelham Ridge Dr.  
Greenville, SC 29615  
510-402-7058  
randy.finley@tdsynnex.com



## Artifact 4 Payment

### TAB 4 VENDOR PROFILE

#### • Define your standard terms of payment.

TD SYNEX will provide a network of reseller partners who will interface with the NCPA customers, providing onsite assessments/consultation, product information, technical support, customer service support and post-sales support as authorized Order Fulfillers under the TD SYNEX NCPA contract. These resellers will be required to maintain the appropriate vendor authorizations and sign agreements with TD SYNEX agreeing to follow the terms and conditions of our NCPA contract. Resellers will be reviewed on a regular basis to ensure we have the appropriate resources to support this contract.

These resellers will be our “feet on the street” and act as our local presence with the NCPA customer. TD SYNEX will also recruit resellers who hold small business and socioeconomic diversity status to ensure small business participation in this contract. TD SYNEX Public Sector Program Team will work closely with the participating resellers to ensure they have the tools they will need to develop and close opportunities with NCPA customers.

TD SYNEX does offer our resellers access to TD SYNEX Capital in addition to standard Net Terms, Escrow, Flooring Accounts, Wire Transfer, and Credit Card payment terms. State, local and education (SLED) financing requirements are more diverse and complex than those of commercial clients due to the unpredictability of future budgets, non-appropriation risk and uncertainty around the lifespan of the investment. TD SYNEX Capital has extensive regulatory knowledge to assist these SLED agencies in acquiring the equipment they need at a lower cost:

- Align payments to budget availability
- Benefit from multi-year discounts
- Free up capital for other projects
- No large, upfront cash expenditures
- Only current year payments are included in operating budget
- Put all products and services on a single agreement

#### TD SYNEX CAPITAL MAKES IT EASY

- Competitive pricing, including municipal rates
- Easy credit application
- Fast funding

Streamlined documentation that includes non-appropriations protections



## Artifact 5 Annual Sales

### TAB 4 VENDOR PROFILE

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

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, so also include sales to prime contract holders and federal integrators.

TD SYNnex Public Sector fiscal year 2020 public sector sales were in excess of \$8.7 Billion:

- Education \$3.5 Billion
- State/Local government \$2.4 Billion
- Federal \$2.7 Billion

TD SYNnex Public Sector fiscal year 2021 public sector sales were in excess of \$9.4 Billion:

- Education \$4 Billion
- State/Local government \$2.5 Billion
- Federal \$2.9 Billion

TD SYNnex Public Sector fiscal year 2022 public sector sales were in excess of \$11.2 Billion:

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

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

FY 2020 \$24,676,000,000.00 (Legacy SYNnex Corporation only)

FY 2021 \$31,614,000,000.00 (Legacy SYNnex Corporation only)



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 22,000 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.

The merger with Tech Data was completed on September 1, 2021. The combined company was named TD SYNnex Corporation.

FY 2022 \$62,343,800,000.00



## Artifact 6 Differentiators

### TAB 4 VENDOR PROFILE

#### • What differentiates your company from competitors?

TD SYNnex has significant experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include several facets addressing both resellers and end-users. Although we don't sell direct to end-users, we do have a team that provides end-user demand generation through call out campaigns, print/mailers, e-mail, website contract landing page and an electronic storefront offering.

TD SYNnex distributes technology products from more than 1,500 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.

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- ISO 9001-certified supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan
- 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.



## Artifact 7 Marketing

### TAB 4 VENDOR PROFILE

• **Describe how your company will market this contract if awarded.**

TD SYNnex has significant experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include several facets addressing both resellers and end-users. Although we don't sell direct to end-users, we do have a team that provides end-user demand generation through call out campaigns, print/mailers, e-mail, website contract landing page and an electronic storefront offering.

TD SYNnex will provide a network of reseller partners who will interface with the NCPA customers, providing onsite assessments/consultation, product information, technical support, customer service support and post-sales support as authorized Order Fulfillers under the TD SYNnex NCPA contract. These resellers will be required to maintain the appropriate vendor authorizations and sign agreements with TD SYNnex agreeing to follow the terms and conditions of our NCPA contract. Resellers will be reviewed on a regular basis to ensure we have the appropriate resources to support this contract. These resellers will be our "feet on the street" and act as our local presence with the NCPA customer. TD SYNnex Public Sector Program Team will work closely with the participating resellers to ensure they have the tools they will need to develop and close opportunities with NCPA customers.

For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most responsive/responsible resellers selling into State and Local Government, K-12, higher education, and public hospitals nationwide. Likewise, we will do this globally and include higher education institutions and state/local government sales. In this way we can ensure we have the correct "feet on the street" in all areas covered by the NCPA.

*Marketing activities include:*

- Press releases
- Identifying resellers to authorize to promote & sell off of this contract
- Reseller recruitment and training
- Multiple training webinars for both internal and external sales teams
- Dedicated NCPA web page development
- Development of marketing materials
- Attending industry events and table top shows
- Ongoing reseller recruitment efforts and internal sales training



- End-user demand generation team to drive awareness with end-users on behalf of our resellers
- Webinars
- Customized events that help to create awareness for the contract
- Specific plan developed & collaborated with our partners
- Social Media collaboration

*TD SYNnex' presence and participation in social media/interactive technology is currently designed to:*

- Educate, engage, notify and entertain interested audiences
- Deliver conversation not conversion, interaction not transaction
- Increase audience participation at events through custom mobile apps and social engagement
- Provide additional communication platform for resellers, vendors, media, and associates for conversations that are already happening
- Protect and elevate the TD SYNnex corporate brand with associated vendor brands in the social environment
- Offer timely responses to questions, suggestions, and requests
- Maintain an overall positive social sentiment

## Artifact 8 Introduction

### TAB 4 VENDOR PROFILE

• **Describe how you intend to introduce NCPA to your company.**

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 NCPA authorized resellers, will be employed to assist our partners to ensure that NCPA customers receive timely, accurate, and contract complaint quotes.

#### *Contract Management Summary with Marketing and Sales Strategy Post-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
- Training: onsite, online, webinars
- Establish eligibility requirements
- Sign participation agreement ensuring contract compliance Contract Management
- Monthly contract review by TD SYNnex contracts team - the good, the bad and the ugly
- Monthly status calls with each participating reseller
- Quarterly cadence calls with the contractor community
- Ongoing calls with participating manufacturers to update/revise strategy.

#### *Initial Kick-Off Phase*

- 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
- Set e-mail aliases (ncpa@tdsynnex.com)
- Develop NCPA-dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation
- 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 reps, Business Development Reps, Product Managers and manufacturers
- Where applicable, conduct joint road shows to promote/train
- Publish TD SYNEX Corporation press release
- Provide marketing collateral for resellers

#### *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 NCPA eligible agencies
- Quarterly Business Review webinar for reseller community
- Periodic events to include NCPA contract dedicated marketing and training sessions at our TD SYNEX Public Sector SLED events (see <https://www.synnecorp.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 NCPA
- Pricing updates as well as new product identification and submission

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

TD SYNEX utilizes a proprietary enterprise resource planning (ERP) system called CIS. CIS has been built from the ground up to specifically support all aspects of distribution business needs.

With CIS as the back bone of the TD SYNEX system, TD SYNEX is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that 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 SYNEX offers the following:



## **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

### **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.

### **Punch-out Catalogs**

Migrate away from Excel and PDF contract pricing lists by implementing a PunchOut 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

• **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**



TD SYNnex' Customer Care after-sale support team recognizes the importance of providing timely, responsive services to Return Merchandise Authorizations (RMAs) and RMA discrepancies, order inquiries, including outbound shipments, and claim processing. We continuously strive to provide world-class customer support, and address all of our customer requests as opportunities to improve and raise the quality of our services because repeat business depends on your satisfaction.

Customer Service is available Monday through Friday (8:00 AM to 6:00 PM Eastern Time).

Customer Service Contact Information:

Phone: (800) 756-1888

Fax Number: (501) 360-6801

Email: [CShelp@tdsynnex.com](mailto:CShelp@tdsynnex.com)

With 15 distribution and 5 office facilities nationwide, TD SYNnex gets the right products to market, right-on-time. In addition to reducing shipping times, our regional warehouse placement slashes freight costs to customers, helping them win deals and boosting their margins.

Our model streamlines business processes to lower costs and create greater efficiencies. We combine our core strength in distribution with our service model to provide our customers greater efficiencies in time to market, cost minimization, real time linkages in the supply chain and aftermarket product support. TD SYNnex operates distribution facilities in the United States, Japan, England, Canada and Mexico. Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. Distribution facilities are geographically located near reseller customers and their end-users. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations. Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers.

TD SYNnex' global presence includes:

- Sales offices and warehouses in 11 states
- National field client executives to manage the entire country for services, commodity and enterprise sales
- Focused IT distribution strategy for the United States and Canada
- 15 distribution facilities in the United States so TD SYNnex can offer one- to two-day freight service to major metropolitan areas
- Leveraging TD SYNnex cost efficiencies and scale
- Global BPO centers allow for 24/7 operations (North America, Central America, Asia, and Europe)
- Reseller Partners with local offices to allow for full statewide coverage

TD SYNnex Distribution Centers:



- Chino, California
- Fontana, California
- Tracy, California
- Miami, Florida
- Suwanee, Georgia
- Romeoville, Illinois
- South Bend, Indiana
- Southaven, Mississippi
- South Brunswick, New Jersey
- Swedesbouro, New Jersey
- Columbus, Ohio
- Groveport, Ohio
- Fort Worth, Texas
- Garland, Texas
- Chantilly, Virginia

TD SYNnex Office Facilities:

- Fremont, CA
- Clearwater, FL
- Greenville, SC
- Herndon, VA
- Tempe, AZ

• **Green Initiatives (if applicable)**

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

See PDF file "TD SYNnex Response Exhibit x td-synnex-2022-corporate-citizenship-report"

• **Anti-Discrimination Policy (if applicable)**

- **Describe your organizations' anti-discrimination policy.**

See PDF file "TD SYNnex Response TD SYNnex Global Human Rights Policy (3-23)"

• **Vendor Certifications (if applicable)**

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing**



**respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

See PDF file “TD SYNnex Response Exhibit x TD SYNnex product\_linecard” Other certifications, registrations, and/or licenses can be provided upon request.

- **Additional Agreements (if applicable)**
  - **Provide a copy of additional agreements**

Can be provided upon request.



## Artifact 9 Online Capabilities

### TAB 4 VENDOR PROFILE

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## Certificate Of Completion

Envelope Id: 3C03E1E4-8BE9-4078-ADE1-0C1B651535AC

Status: Sent

Subject: Council Legislation - TD Synnex

Source Envelope:

Document Pages: 77

Signatures: 5

Certificate Pages: 16

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

8/26/2025 12:47:33 PM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and  
Davidson County

Location: Docusign

## Signer Events

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication  
(None)

## Signature

*Elizabeth Jefferson*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

## Timestamp

Sent: 8/26/2025 12:52:11 PM

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Signed: 8/26/2025 1:45:28 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication  
(None)

*Dennis Rowland*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.192

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Viewed: 8/27/2025 7:22:47 AM

Signed: 8/27/2025 7:22:54 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Jenneen Reed/mjw*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

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Viewed: 8/27/2025 10:57:38 AM

Signed: 8/27/2025 10:58:13 AM

## Electronic Record and Signature Disclosure:

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Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Macy Amos*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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Viewed: 8/28/2025 8:06:43 AM

Signed: 8/28/2025 8:07:12 AM

## Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/26/2025 4:03:27 PM ID: 4653f1b5-282f-4992-9d16-6dc276add551		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/28/2025 8:06:43 AM ID: a8ebf753-9e3a-437d-8213-db353c8cba2f		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/26/2025 10:26:47 AM ID: 6a0f572d-06b0-4112-add7-fe60bcd2be40		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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