

RESOLUTION NO 2026-115

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND COMPUTERS AT WORK!, INC., A FLORIDA CORPORATION DOING BUSINESS AS “vTECH io”, TO REPLACE AGING SERVER INFRASTRUCTURE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City’s (the “City”) existing server infrastructure is five years old, has reached the end of its useful lifecycle, and poses an elevated risk of unrecoverable hardware failure; and

WHEREAS, replacing the server infrastructure is necessary to maintain operational stability, improve system performance, enforce security compliance, and ensure compatibility with current operating systems (the “Hardware and Services”); and

WHEREAS, the City’s Procurement Policies & Procedures Manual (the “City Purchasing Policies”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, this acquisition of Hardware and Services will protect core City operations under full vendor support coverage which includes three (3) years of hardware support at a cost for the Hardware and Services not to exceed \$734,426; and

WHEREAS, Omnia Partners LLC, a Delaware limited liability company (“Omnia”), awarded Contract 01-170 to TD Synnex Corporation, a California corporation (“Synnex”); and

WHEREAS, Computers at Work!, Inc., a Florida corporation dba vTechio (the “Vendor”), an authorized reseller and subcontractor of Synnex, provides the Hardware and Services on behalf of Synnex pursuant to the Omnia-Synnex contract in the form attached hereto as Exhibit ‘A’ (the “Original Procurement Bid and Contract”); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded by Omnia to Synnex for the Hardware and Services; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the

Hardware and Services on the terms and conditions of the Omnia-Synnex contract; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the exhibit attached hereto as Exhibit "B" (the "Agreement"); and

WHEREAS, engaging the Vendor to provide the Hardware and Services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Hardware and Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of September, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

Computers at Work!, Inc dba vTechio
305 Saddlebrook Lane
Naples, FL 34110

(the “Vendor”).

WITNESSETH:

WHEREAS, on **December 14, 2023**, **Omnia Partners** (the “Original Procuring Government”) awarded **Contract 01-170** to TD Synnex, in which Computers at Work! Inc. dba vTechio is an authorized reseller and subcontractor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit ‘A’ (the “Original Procurement Bid and Contract”); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal CAWQ41820-01 and CAWQ41818-03, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The parties deem the foregoing recitals true and correct and incorporate them herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
 - ii. All special conditions of the Original Procurement Bid and Contract Documents;

- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;
- v. All addenda to the Original Procurement Bid and Contract Documents;
- vi. All insurance requirements are outlined in the Original Procurement Bid and Contract Documents.
- vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
- viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as full, fair, and representative of the quantity and quality of bids the City would receive if it obtained written quotations or published an advertisement for bids.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

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3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **December 31, 2026**. The Original Procurement Bid and Contract provides for two **(2) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
 4. **Invoices.** Send invoices for services to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or email them to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
 5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

Proposals submitted in response to this procurement, including pricing and scope details, are confidential and shall not be disclosed by the City or the Vendor except as required by law. Due to safety considerations, all proposal materials must be protected from unauthorized access.

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and

specifically, Contractor shall:

- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

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- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
 - c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
 - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Computers at Work!, Inc. dba vTechio

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT

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

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

Thursday, December 14th, 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 31st, 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 16th, 2023, 2:00pm CT

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday November 2nd, 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

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

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

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 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

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

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

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

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

7A294C434EE340C...

Authorized Signature

EXHIBIT TO RESOLUTION

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.

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

☒ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ 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.

☐ Minority/Women Business Enterprise
 Respondent Certifies that this firm
 a Minority / Women Business Enterprise

☐ Historically Underutilized Business
 Respondent Certifies that this firm is a
 Historically Underutilized Business

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 3rd 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

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 organizationsSee 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

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

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

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

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

- 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

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

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

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

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 8th, 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

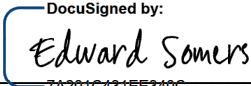
Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	TD SYNnex Corporation
Address	39 Pelham Ridge Dr
City/State/Zip	Greenville, SC 29615-593939
Authorized Signature	DocuSigned by: Edward Somers 7A291C431EE348C...
Date	Nov 15, 2023

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	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	DocuSigned by:  7A201C431EE340C...

STATE NOTICE ADDENDUM

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

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

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

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

Visit our website: tdsynnex.com/news/td-synnex-public-sector/
For Questions, Email: publicsector@tdsynnex.com



Artifact 1 History

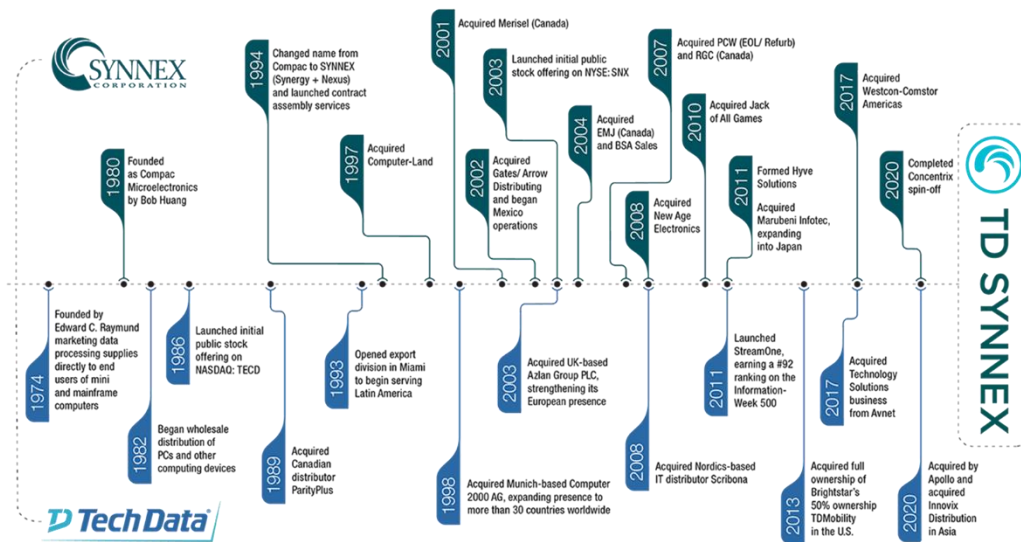
TAB 4 VENDOR PROFILE

- 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

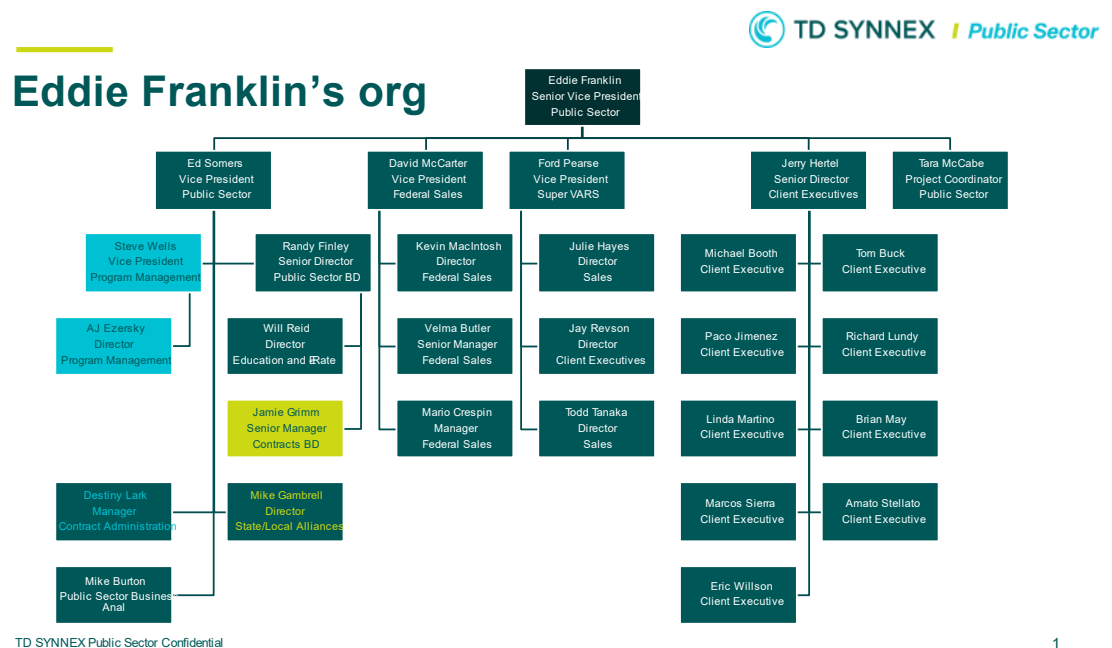
Business Development Team

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

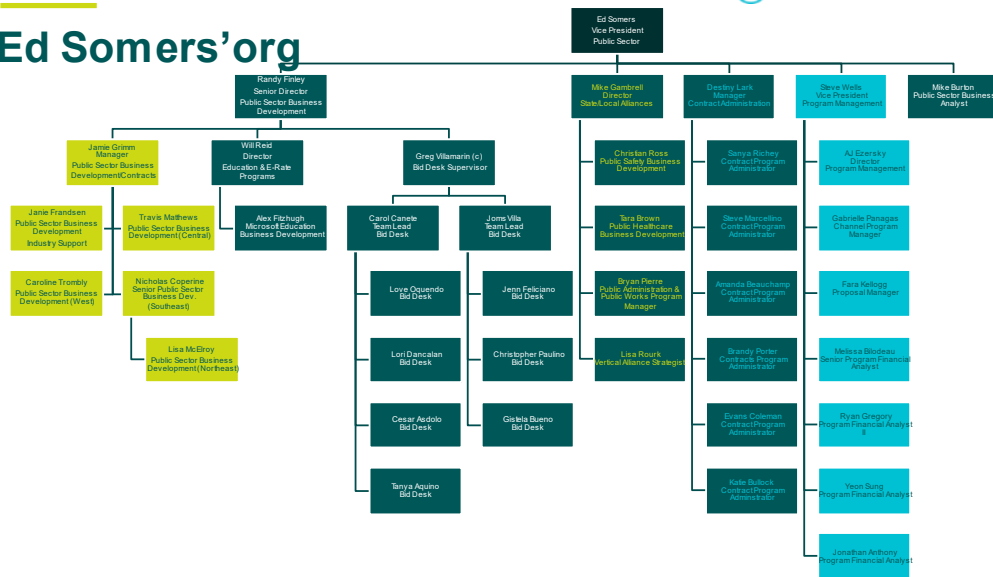
greg.vilamarin@tdsynnex.com

- 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.



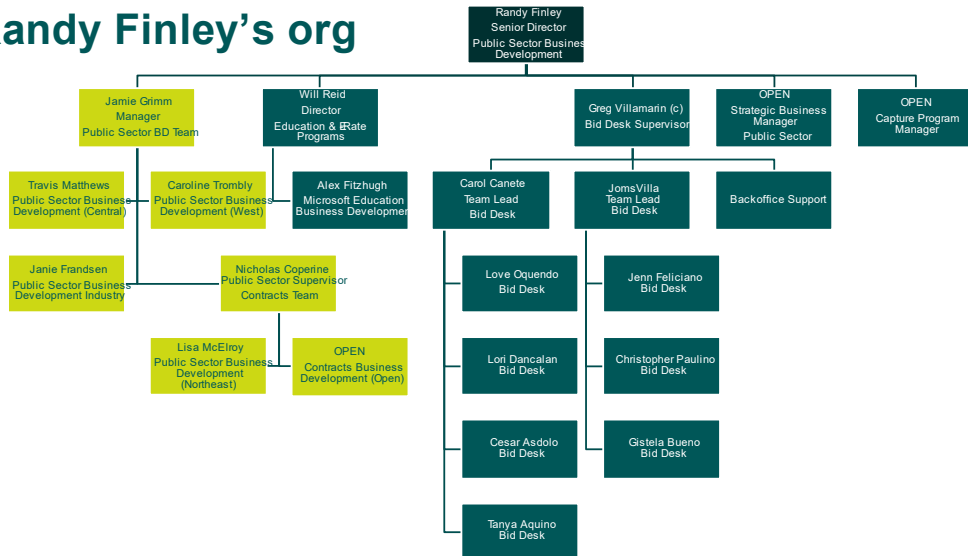
Ed Somers' org



TD SYNnex Public Sector Confidential

2

Randy Finley's org



TD SYNnex Public Sector Confidential

3

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 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 will also recruit resellers who hold small business and socioeconomic diversity status to ensure small business participation in this contract. 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.

TD SYNnex does offer our resellers access to TD SYNnex 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 SYNnex 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 SYNnex 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.

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 7 Marketing

TAB 4 VENDOR PROFILE

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

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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 SYNEX 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 SYNEX 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 SYNEX 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 SYNEX 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 SYNEX 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 SYNnex 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 SYNnex Public Sector SLED events (see <https://www.synnexcorp.com/us/govsolv/events/> for examples of upcoming events)
- Maintenance of authorized reseller database with contact information
- Contract reporting and Administrative fee payment to the 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 SYNnex 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 SYNnex system, TD SYNnex 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 SYNnex 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

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
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- 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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Artifact 10 Customer Service

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- Clearwater, FL
- Greenville, SC
- Herndon, VA
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The Power of Our Purpose

FY2022 Corporate Citizenship Report

EXHIBIT TO RESOLUTION

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02	We're TD SYNEX
07	Environmental Sustainability
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A Message from Our CEO

At TD SYNnex, Our Purpose Is Powerful

The day we announced the merger that created TD SYNnex, I stood before a screen displaying our co-workers from around the globe. I invited them to fulfill a mission and purpose that was greater than the sum of our individual parts. After all, that’s what the merger of our legacy companies was all about.

By bringing together the insights and impact of two strong companies, we are unlocking new possibilities for what we can achieve. Most importantly, we are maximizing the value we deliver for our customers, vendors and communities. ***This is how we will fulfill our purpose: Empowering our global partners to achieve great outcomes with technology.*** All of this is possible because of our dedicated co-workers — they embody the best of who we’ve been and who we are today. Without them, what we stand for is simply words on paper. However, these words become powerful as people embrace them and bring them to life. Everything TD SYNnex is and will be is ultimately up to us. Together, we can connect the global IT ecosystem and unlock its potential for all.

Since the merger, we have embraced an approach that puts our people and purpose first. In this inaugural corporate citizenship report, we outline the strategic environmental, social and governance (ESG) framework that is shaping

“As we continue to align our investments and expand the way we serve our customers, co-workers and communities, we are grounded in the principles that have propelled our legacy companies to this inflection point.”

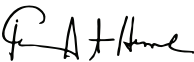
TD SYNnex

our work around the world. It includes ambitious goals and implementation plans to ensure our continued progress. As we nurture a new culture, we are leveraging our unified spirit to ensure that we create a better, more inclusive world for all.

Our deep commitment to innovation, people and the planet is essential to our success. As we continue to align our investments and expand the way we serve our customers, vendors and communities, we are grounded in the principles that have propelled our legacy companies to this unified point.

One of the ways we celebrated the formation of one TD SYNnex was by partnering with Treedom, providing our co-workers with the opportunity to have trees planted in East Africa. When I think about the positive impact of the 30,256 trees that now make up the TD SYNnex forest, I remember that the whole is more than the sum of its parts. When we commit to growing together to fulfill a common purpose, there is no limit to what we can do.

Thank you for being with us as we embark on this journey together.



Rich Hume, Chief Executive Officer, TD SYNnex



We're TD SYNEX

A Company that Cares

We're a leading distributor and solutions aggregator for the IT ecosystem. The driving force behind our work is approximately 23,500 full-time co-workers of the IT industry's best and brightest, who share an unwavering passion for bringing compelling technology products, services and solutions to the world. We're an innovative partner that helps our customers maximize the value of IT investments, demonstrate business outcomes and unlock growth opportunities. At our core, we're a company that cares. We care about our partners, our co-workers, our investors and the world around us. And we're committed to being a diverse, inclusive employer of choice and a good corporate citizen.

Who We Are

TD SYNEX¹ brings together approximately 23,500 full-time co-workers of the IT industry's best and brightest. Together, we serve 100+ countries and support 150,000+ technology partners.

We simplify the complex to achieve maximum value, faster. Our vision is to connect the global IT ecosystem and unlock its potential for all.

We deliver solutions for every type of ecosystem partner through global technology distribution and solution aggregation capabilities.

How We're Making an Impact

- Our global reach enables big solutions.** We benefit from leadership across our operations who test solutions and programs that make a difference.
- We move at the speed of technology.** We partner with the entire technology ecosystem to manage relentless transformation, execute confidently and evolve to capture opportunities as they emerge.
- We care about people and the planet.** As we work to be good corporate citizens and a diverse, inclusive employer, our values of inclusion, collaboration, integrity and excellence guide our success.

Where We're Going

- Amplifying our impact by focusing on our purpose.** We will continue to empower our co-workers and partners to meet the needs of the moment and the future.
- Adapting quickly and developing innovative solutions** to connect our vendors and customers with what they need, when they need it.
- Setting — then achieving — bold goals.** Through our new Corporate Citizenship program, we are focused on setting our strategic approach and operationalizing our efforts to achieve progress.



Awards and Recognitions



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

Our Corporate Citizenship Strategy

It's good business to do good business. With that in mind, we launched our first Corporate Citizenship program within the first six months as a combined company. Our strategy for the program includes a global environmental, social and governance (ESG) framework that will help deliver long-term value for our business, co-workers, investors, vendors, customers and communities.

We informed our ESG framework by engaging key stakeholders through an in-depth materiality assessment. Based on insights from the process, we identified priority ESG areas that are most important to our stakeholders and business.

As a large IT distributor situated in the middle of the supply chain, our company is uniquely positioned to drive meaningful environmental and social change. By sharing our ESG commitments and disclosing our progress, we hope to inspire similar action and progress by our suppliers, vendors and customers.

We are actively working to operationalize our strategy across our global organization. To oversee our strategy, we have created a Global Responsibility steering committee comprised of a cross-regional and cross-functional group of senior leaders. They are supported through our strong partnership with Business for Social Responsibility (BSR), a sustainable business network and consultancy that helped us complete our materiality assessment.

Addressing the UN SDGs

Through our corporate citizenship efforts, we are addressing the following [United Nations Sustainable Development Goals \(UN SDGs\)](#):



EXHIBIT TO RESOLUTION





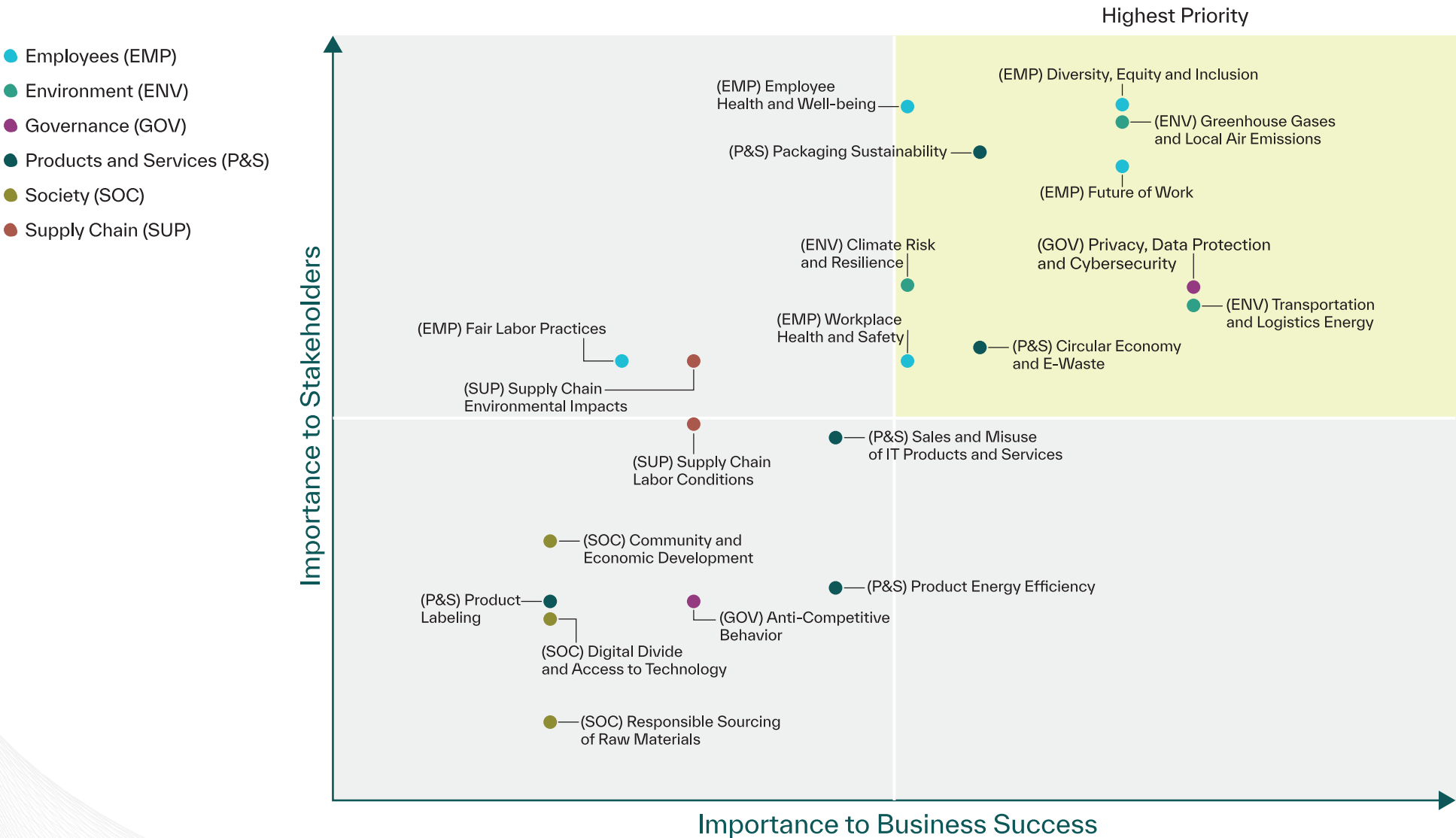
Plotting Our Path Forward: Inside Our First Materiality Assessment

There are many issues that companies can consider when establishing the most sustainable path forward. To make meaningful progress, it's essential to prioritize these issues and take a focused, customized approach. Understanding this, in 2022, we partnered with BSR to conduct an in-depth ESG materiality assessment.

The first step in the process was to create a list of material issues, based on industry standards and relevant reporting frameworks. Next, interviews and surveys with internal and external stakeholders allowed us to rank and contextualize each issue. In the third step, each issue was assigned a score based on various business and stakeholder criteria. Using these scores, the team generated a materiality matrix weighing the importance of the company's top ESG opportunities. The assessment delivered critical insights on a range of sustainability topics. For example, we gained a deeper understanding of our stakeholders' alignment on our environmental goals and our opportunities to lead the technology industry forward. Our stakeholders also affirmed Diversity, Equity and Inclusion (DEI) as an essential element for business success, as well as programs to ensure our co-workers' health, safety and well-being.

Based on these insights, we developed our ESG Framework and corporate citizenship commitments. Together, these provide a roadmap that will unify our organization in driving progress and creating a more resilient future.

TD SYNEX Materiality Matrix



Within our environmental and social pillars, we have established several bold corporate citizenship commitments. Over the next several years, they will drive us to help contribute to a healthier planet, increase diverse representation in our workforce and provide access to technology for those in need.



Our Corporate Citizenship Commitments

Environmental Commitments

As we work to contribute to a healthier planet where our business and communities can thrive, we are committed to lowering our global carbon footprint. To support this work, we are committed to setting emissions-reduction targets, increasing our sustainability initiatives and supporting our customers and vendors. Our goals include:

By 2045:

- In line with our commitment to the Science Based Targets Initiative (SBTi), achieve net-zero greenhouse gas (GHG) emissions.

Additional goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Deploy Environmental Management Systems such as the [International Organization for Standardization ISO 14001](#).

Social Commitments

Our commitment to social responsibility starts by creating an inclusive and welcoming environment for our co-workers. To support that environment, we are committed to increasing diversity in our workforce and ensuring equitable programs and practices. We also aim to double co-worker participation in our seven business resource groups (BRGs), listed on page 22 in this report, to drive our social impact. As our business grows, we are committed to increasing diversity in our business partner ecosystem and working with partners to help bridge the digital divide. Our social goals include:

By 2025:

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

By 2030:

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

Additional goals:

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



Environmental Sustainability

At TD SYNnex, we share a vision for a vibrant, interconnected world. Increasingly, however, the effects of climate change pose an immediate threat to this vision. As a result, one thing that's clear for those in the technology industry and beyond: The time for purposeful environmental action is now. Through our new Corporate Citizenship program, we are working to lower our global carbon footprint, expand the circular economy and deliver education and thought leadership by taking a coordinated, collaborative approach. We have committed to the Science Based Targets initiative (SBTi) Business Ambition Pledge and established a target to achieve net-zero GHG emissions in our global operations by 2045, with many of our locations aligning with even more aggressive timelines and locally appropriate guidelines.

Along the way, we plan to set targets for emissions reductions and increase our sustainability initiatives worldwide. We are committed to advancing the circular economy by partnering with our stakeholders to maximize the value of technology and minimize waste. To better understand our environmental impact and our opportunities to improve, we have conducted internal assessments and benchmarking. We are also deploying environmental management systems, aligning with international standards and reporting our performance through CDP. We recognize that sustainability is a journey and we are confident that we can drive meaningful change across our business and the IT ecosystem.



2022 Highlights

Pillar 1: Education and Thought Leadership

- Launched a module-based sustainability training program.
- Our first two courses “Sustainability Essentials” and “Circular Economy” were launched.

Pillar 2: Sustainability Metrics and Reporting

- Achieved a C score of Awareness on our first CDP assessment as TD SYNnex.
- 12 sites are [Energy Star](#), [LEED](#) or [BREEAM](#) certified offices.
- Implemented an ESG Accounting tool for data collection.

Pillar 3: Climate Mitigation and Greenhouse Gases

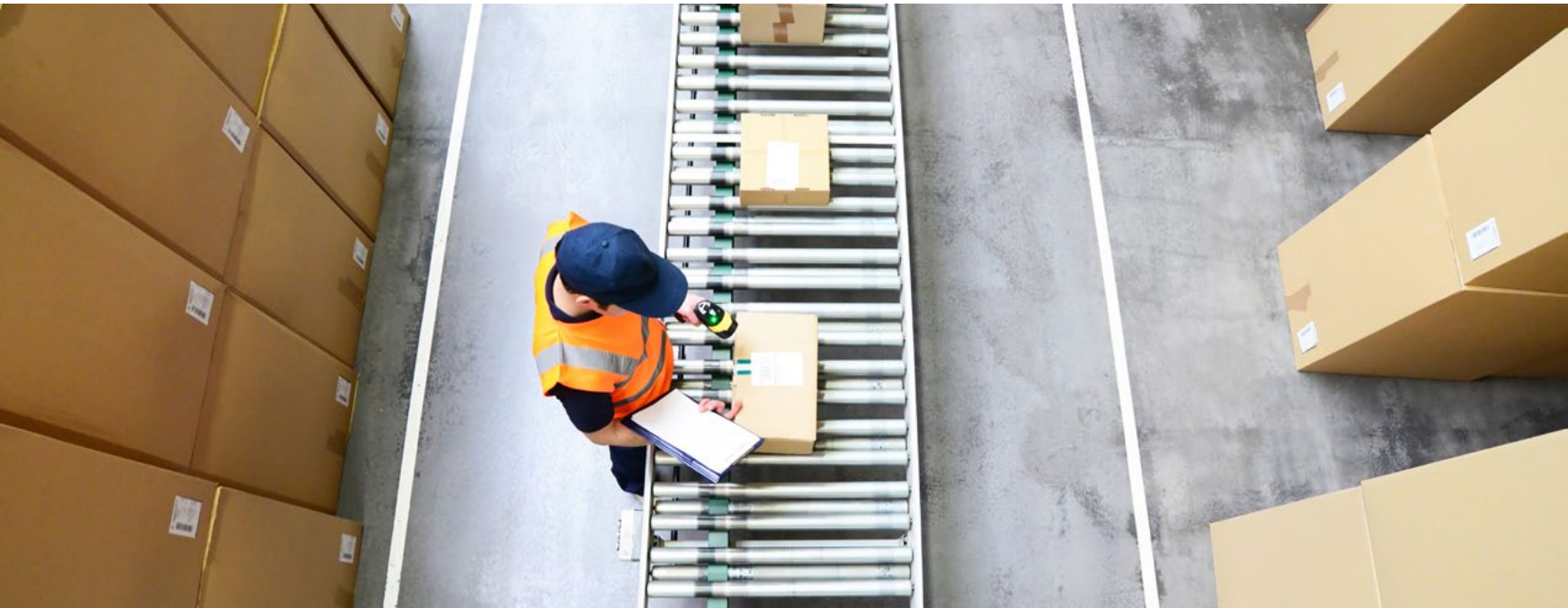
- Committed to achieving net-zero GHG emissions in our global operations by 2045.
- In 2023 we will submit our near-term emissions targets to SBTi for approval.
- Launched a partnership with the University of South Florida to help advance our net-zero carbon ambitions at our Clearwater, Florida, headquarters.
- Established a global, internal TD SYNnex working group specializing in Sustainable Transportation and Logistics.

Pillar 4: Circular Economy

- In 2021 diverted 350,000 mobile handsets from landfills through TD SYNnex Renew's mobile trade-in program.
- Established a global, internal TD SYNnex working group specializing in Circular Economy.

Pillar 5: Culture

- Planted 30,256 trees in East Africa through our ongoing partnership with Treedom.



Reducing Our Carbon Footprint

Climate action can’t wait, so we’ve made it our environmental priority. We began our carbon-reduction journey in September 2021, when we signed the SBTi’s Business Ambition Pledge. In line with the Paris Agreement — which aims to limit global warming to pre-industrial levels² — we committed to achieving net-zero GHG emissions in our global operations by 2045. To get there, we’re focused on minimizing the carbon footprint of our operations while working with partners to help decarbonize the IT ecosystem. We are also implementing data management systems to enhance our collection and disclosure of GHG emissions data. These efforts will help make up our carbon-reduction roadmap, which will outline our pathway forward.

EXHIBIT TO RESOLUTION

² United Nations, “Paris Agreement”

Promoting Grassroots Action

Sometimes the initiatives that push our company forward grow from the bottom up. That’s been the case with Climate Parliament, a co-worker-led initiative to achieve climate neutrality in our Benelux region operations by 2030.

Climate Parliament began in early 2021 with a group of about 25 co-workers from Belgium and the Netherlands. Prompted by a call to action by leaders in our Benelux region, the group volunteered for a five-day training on design thinking. The training inspired them to launch four initiatives aimed at mitigating climate change through green mobility, green transportation, zero waste and energy-consumption awareness. The group also helped the region achieve ISO 14001 certification for improved environmental management practices.

In 2022, the group’s participation nearly doubled, and added another initiative, the Green Certificate Program: working with customers to reduce their carbon emissions caused by transportation. When emissions have been reduced the customer receives a TD SYNnex Green Certificate, which can be prolonged every quarter. We have similar “Green Teams” in Germany, Iberia, Italy and the Nordics region. In the Americas, we have teams in Greenville, South Carolina, and Costa Rica. We plan to expand these co-worker-led teams around the world. The goal is to empower co-workers to inspire their colleagues, customers and vendors in accompanying TD SYNnex on its carbon-neutral journey. Additionally, TD SYNnex’s wholly owned subsidiary Hyve Solutions recently launched their “Hyve Environmental Initiative.” This initiative has a similar goal of harnessing the interests and creativity of Hyve Solutions’ global co-worker community to accelerate progress in Hyve’s environmental sustainability performance.

Measuring Our Emissions

Assessing our carbon footprint is the first step in effectively reducing it. With that in mind, we recently calculated our global carbon footprint for FY2022 for locations within our operation control. Our Scope 1 (direct) emissions primarily come from natural gas that we burn for heat, while our Scope 2 (indirect) emissions come from third parties that generate our electricity. To lower these categories, we are working to reduce our energy consumption and use of fossil fuels.

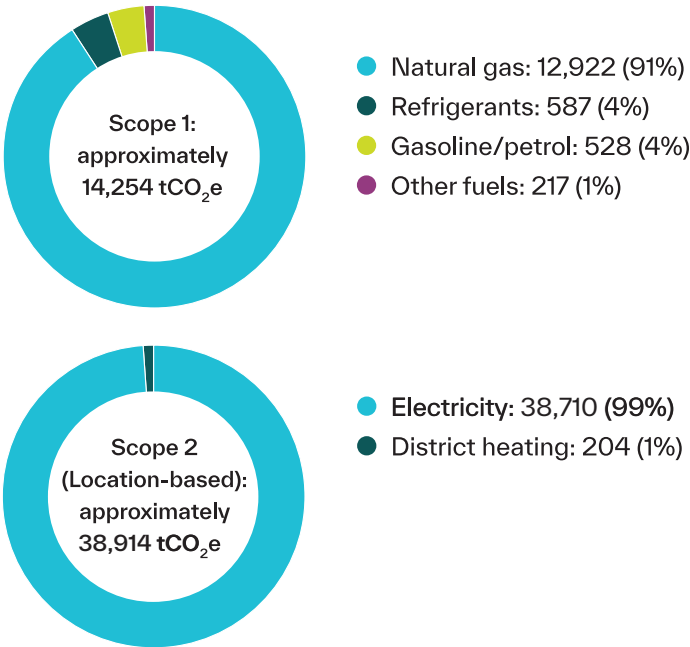
Our biggest challenge is calculating and lowering our Scope 3 (value chain) emissions, which account for most of our global carbon footprint. They are generated by our vendors as they



produce the goods and services we distribute, as well as through the transportation and use of the products we bring to market. We are currently refining our data collection and calculation tools to better quantify these. The key to tackling this challenge is to promote circular economy principles and to shift to greener transportation and renewable fuels. One of the ways we are addressing our carbon impact is through our European Travel Policy, which encourages co-workers to be judicious about face-to-face meetings, make trips multi-purpose, and prioritize transportation with a lighter carbon footprint, like rail rather than air. For instances when in-person meetings are necessary, we have partnered with Climate Partner, which specializes in helping companies offset CO₂ emissions, to fund certified projects that have a positive and direct impact on communities. In 2022, our partnership resulted in the offset of 1,991 tCO₂e, which was certified to us by Climate Partner, investing in two high-quality, verified projects: the construction and operation of Mauritius’ first large-scale solar plant (Verified Carbon Standard, VCS), and various photovoltaic plants in five different states of India (Gold Standard, GS VER).

When certifying according to ISO 14001, our sites in Europe assume an 80% renewable energy procurement target in the following year, as long as renewable electricity is available in the specific country and leasing contracts allow for this possibility. Additionally, air travel booked through our booking agency automatically calculates and adds a carbon offset fee, which is covered by the company.

FY2022 Scope 1 and 2 Emissions (metric tons)³



Creating a TD SYNEX Forest with Treedom

Without our dedicated co-workers, progress toward our climate commitments wouldn't be possible. So, for TD SYNEX's one-year anniversary, we wanted to find a creative and climate-friendly way to honor them and continue to embed a culture of impact across the organization. The result was our partnership with [Treedom](#), which planted a tree for each of our approximately 23,500 full-time co-workers around the world, with additional trees planted for each co-worker who joined TD SYNEX throughout the year. This year, TD SYNEX was honored to receive Treedom's "Bold and Brave Award" in recognition of the company's efforts to push forward boldly and go above and beyond in pursuit of the mission to Green the Planet.

Through this partnership, Treedom has so far planted 30,256 trees in East Africa. Together, these trees make up the "TD SYNEX forest," which supports the environment by helping to protect biodiversity, mitigate soil erosion and desertification and sequester carbon. The trees also bear fruit that local farmers can harvest, which helps to bolster the local economies where the trees are planted. The project adds to the work of TD SYNEX co-workers in Europe, who, in 2021, were gifted trees to redeem through Treedom for a "future dream forest." TD SYNEX has committed to planting a tree for each new TD SYNEX employee, to continue the tradition and increase our impact.

By the Numbers: Measuring the Impact of the TD SYNEX Forest



7,950,750kg

The TD SYNEX Forest is responsible for absorbing 7,950,750kg of CO₂.



30,256

We've planted 30,256 trees worldwide to date.



1,780

Over 1,780 native farmers were involved in planting the forest.



EXHIBIT TO RESOLUTION

Optimizing Our Operations

To reduce our carbon footprint, we are focused on enhancing environmental sustainability across our global organization. Our approach is to invest in sustainable infrastructure while bolstering our sites’ grassroots projects. For example, co-workers in our Climate Parliament introduced an initiative for greener commuting that began in Europe and has gained interest at our Clearwater, Florida, headquarters. In the United Kingdom, co-workers created in-person event guidelines to proactively work toward delivering a fully environmentally friendly experience. By providing user-friendly checklists for all elements of an event — including catering, accommodation, travel, venue, collateral and merchandising — we aim to reduce the amount of energy, waste and carbon emissions from each event.

To reduce our energy impact, we have invested in five transformative solar projects in Aalst, Belgium; Maplewood, U.K.; Swedesboro, New Jersey; Tempe, Arizona; and in one of our co-headquarters locations of Fremont, California, which has generated more than

9,800 MWh of electricity since the system began operations in 2013. The most recent project installed over 500 panels on the roof of our Maplewood, U.K., location, enabling approximately 185.06 MWh of electricity generated for on-site use.

In 2022, we launched a partnership with the University of South Florida (USF) that brought students together to engage in exercises based on our company’s sustainability data, with a focus on improving our key performance indicator (KPI) processes. They have conducted on-site assessments at our headquarters in Clearwater, Florida, and identified solar generation and workplace environment possibilities to decarbonize our operations and advance our net-zero commitment.

As we increase our sustainability initiatives, we’re proud of the recognition our teams have received. In China, we recently earned an excellence-level Wastewi\$e Certificate via Hong Kong Green Organization Certification (HKGOC). The certificate is HKGOC’s

top award for waste reduction and recycling. Meanwhile, in France, we have achieved ISO 9001 and 14001 certifications and earned EcoVadis’ Platinum Medal for our sustainable management system, meaning that we scored in the top 1%. In all, over 50 TD SYNEX locations are certified through ISO 9001, ISO 14001, or both. Additionally, we achieved EcoVadis’ Bronze Medal for our operations as TD SYNEX, as well as LEED, BREEAM, or Energy Star certification for our sites in the following locations:

- Alcobendas, Madrid, Spain
- Maplewood, United Kingdom
- Stockholm, Sweden
- San Antonio, Texas, United States
- Chino, California, United States
- Rialto, California, United States
- Herndon, Virginia, United States
- Espoo, Finland
- Warsaw, Poland
- Bor, Czech Republic
- Bangkok, Thailand
- Sydney, Australia



EXHIBIT TO RESOLUTION



By the Numbers: A Smaller Carbon Footprint in Clearwater, Florida



4,000

Completed LED lighting on approximately 4,000 lights and added multizone HVAC occupancy sensing at our Clearwater HQ.



550

Achieved an estimated annual GHG reduction of more than 550 metric tons of CO₂e.

When we refurbished our Bracknell, U.K., offices, we wanted to minimize waste. By partnering with the charity Waste to Wonder, we donated office furniture to the Not Alone Foundation Trust, which serves underprivileged children in Ghana, West Africa. We plan to adopt the same process as we move and refurbish other U.K. sites.

10 Ways We’re Reducing Our Carbon Footprint Around the World

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

EXHIBIT TO RESOLUTION

Accelerating Sustainable Transportation and Logistics

As a company in the middle of the technology value chain, transportation and logistics are critical to our operations. However, these areas are also large contributors to our carbon footprint. This isn't unique to TD SYNnex — according to the Environmental Protection Agency, transportation is the largest contributor of U.S. GHG emissions.⁴ The way we see it, our company has a big opportunity to reduce our GHG emissions by finding more sustainable transportation and logistics solutions.

To address these issues, we recently launched an area of focus on sustainable transportation and logistics. This group will help outline goals, develop KPIs and identify specific initiatives that will allow us to accelerate sustainable transportation and

logistics. This enables us to prioritize our efforts related to working with logistics partners, optimizing loads and investigating sustainable fuels, and working with suppliers to reduce packaging weight, which saves fuel and the associated emissions.

In our Benelux region, we talk to our carriers to make the “last mile” green in all major cities. Our goal is to work toward electric transportation alternatives within the major cities where we deliver to our end customers. In addition, the group started a Green Certificate Program, working with customers to reduce their carbon emissions caused by transportation. When emissions have been reduced, the customer receives a TD SYNnex Green Certificate, which can be renewed every quarter.

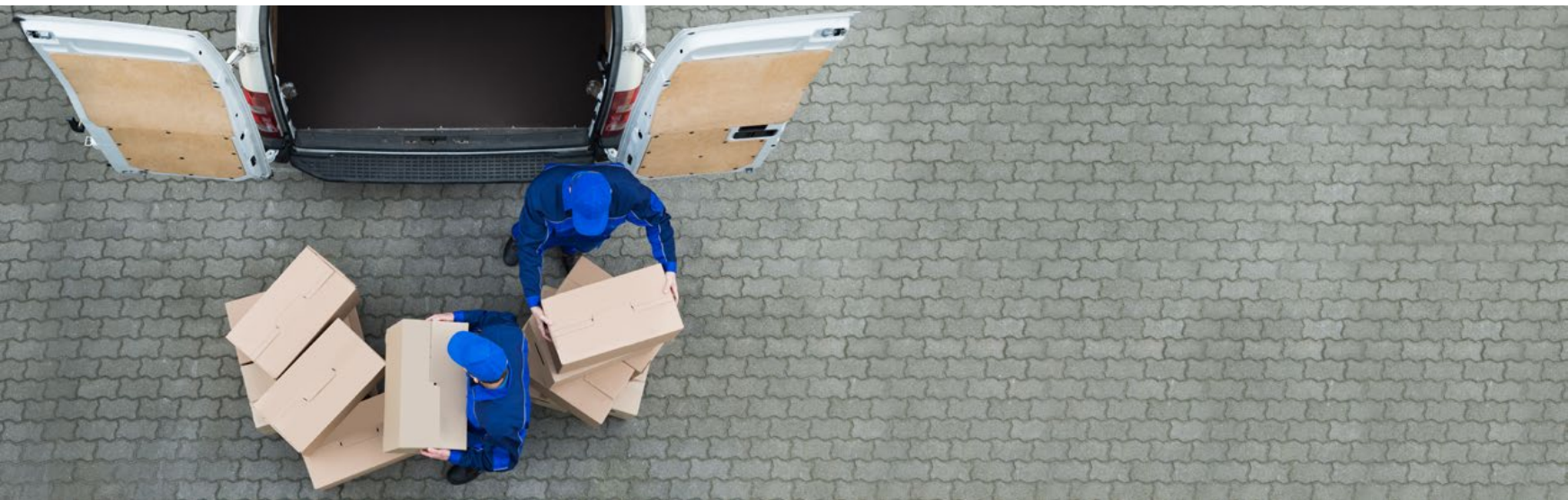


EXHIBIT TO RESOLUTION ⁴United States Environmental Protection Agency, [“Carbon Pollution from Transportation.”](#)

Working Toward Energy Sobriety in France

In terms of our company's environmental impact, energy consumption plays a major role. That was one of our French team's key insights as they deployed the ISO 14001 standard in 2019. As a result, they are focused on achieving energy sobriety by reducing the frequency and intensity of the region's overall energy use. The team's first step was to create an action plan with ambitious water, gas and electricity reduction targets set for 2024, 2030, 2040 and 2050. To achieve these targets, they have developed an energy sobriety plan focused on three areas:

- **Reducing** energy consumption (in terms of water, electricity and gas).
- **Optimizing** their operations to support cleaner consumption patterns and increase the use of renewable energy.
- **Anticipating** potential shortages or challenges related to the carbon impacts of current consumption patterns.

So far, the plan has prompted a variety of actions that have led to promising results. For example, in 2021, the team achieved a 20.6% reduction in its electricity consumption compared to 2019. Building on this success, they intensified their efforts in 2022. Plans are underway to deploy the ISO 50001 standard for energy management and begin regular internal and external energy audits. The region is also training its co-workers to become “eco-responsible workers” — including fighting against at-home and on-the-job energy waste.

Promoting the Circular Economy

Usually, circular products are associated with applying circular economy principles to the design phase of products, such as design for durability or using secondary materials instead of virgin. However, design alone does not guarantee that products will be collected and cycled back at the end of their use. Thus, a circular economy for IT requires not only circular products, but a holistic circular system of products, services, networks of actors and supporting infrastructure. Companies that want to offer circular products to their customers will have to actively establish such a system collaborating with value chain partners to manage the different dependencies and monitor the system’s effectiveness.

One way technology companies can boost environmental progress is by combatting e-waste — or waste from electrical and electronic equipment. According to the United Nations, e-waste is one of the fastest-growing waste streams, with humans producing an estimated 53.6 megatons (Mt) of e-waste in 2019 alone.⁵ Beyond crowding landfills, many types of e-waste, such as batteries, contain heavy metals, so improper disposal can contaminate soil and waterways and be harmful to people’s health. This is a pressing challenge — and an important opportunity for our industry to accelerate positive change.

Accordingly, TD SYNnex is working toward incorporating circular economy principles into our product life-cycle management strategy. We also provide tools, services and other resources that support and encourage our partners to do the same. In 2021, we established areas of specialization within the

company to address and manage issues related to the circular economy. By embracing the four R’s — reduce, reuse, repair and recycle — this team is leading our effort to collectively minimize waste by maximizing the long-term value of our products.

[Shyft Global Services](#), a subsidiary of TD SYNnex, delivers end-to-end product and customer life cycle management services for original equipment manufacturers and other technology innovators. Outsourcing downstream logistics and related services to a global partner like Shyft helps technology companies adopt a circular economy philosophy, which is important in reducing the impact of their IT infrastructure, extending the product life cycle and minimizing e-waste. Building upon our former Global Lifecycle Management organization and other global services teams, Shyft brings together world-class facilities, a robust infrastructure and more than 1,500 service professionals and IT experts from around the globe. The result of these efforts is that approximately 550 tonnes of repaired computer, storage, network, broadband and retail products were returned to service.

Similarly, in 2022, we expanded services in TD SYNnex Renew’s [device trade-in program](#). Renew includes an online portal that resellers, retailers and dealers can use to provide a customer-friendly device trade-in process. In fact, during the year, our mobile device trade-in program saw 30% growth and in 2021 we diverted approximately 350,000 mobile handsets from landfills by either reusing or recycling them from our reseller’s customers.

By the Numbers: Reducing Impact Through Reuse



By giving a second life to devices, TD SYNnex Renew has provided the following environmental benefits:

128

We saved the water of approximately 128 Olympic swimming pools.

0.20

We reused approximately 0.20 tonnes of precious material.

+33

We preserved over 33 tonnes of ferrous materials.

+42

We diverted over 42kg of rare material from e-waste disposal.

EXHIBIT TO RESOLUTION ⁵United Nations Institute for Training and Research, “[Global Transboundary E-waste Flows Monitor 2022](#).”

This avoided an estimated 38,000 tonnes of CO₂ and saved enough metals to produce the equivalent of 12 mid-sized cars. We also improved the functionality of our InTouch e-commerce platform, currently in use in France with plans to expand globally, to guide customers toward products that are developed with sustainability in mind. It’s important to note that various regions have unique regulations surrounding the production and disposal of technology products, so our teams work hard to ensure compliance to do what’s required to protect our communities and environment.

Another TD SYNEX program that contributes to the circular economy is our [sustainable subscription solution](#) for both B2B and B2C resellers known as Tech-as-a-Service (TaaS). The TaaS program enables resellers to offer flexible finance plans, including leases to their small and medium sized business customers whereby hardware, software and services can be bundled into single recurrent payments. The hardware is returned at the end of the program, where it is given a second life. This prevents the unnecessary storage of depreciating assets for long periods of time, as well as avoiding any improper disposal.

Moving Waste to Wonder in Our Facilities

As part of our commitment to reduce our overall carbon impact and move toward net-zero carbon, TD SYNEX was excited to work with partner organization the Waste to Wonder Trust to repurpose furniture following our Bracknell office refurbishment. The donated chairs, desks and other items prevented approximately 10,000 kilograms of material from

going to landfill and avoided the emission of approximately 18,000 kilograms of carbon in virgin materials, harvesting and manufacturing. The Waste to Wonder Trust seeks out and refurbishes IT and other good quality office equipment and works with other charities to support children in the U.K. and 19 other countries. The items donated by TD SYNEX were passed from the Waste to Wonder Trust to the Not Alone Foundation Trust Ghana, where we are certain they will be put to good and productive use. The items diverted from landfill as a result of this partnership include 200 wooden desks, 200 fabric desk screens, 60 wooden storage units, 40 chairs, four tables and two small settees.

We plan to repeat this process when TD SYNEX relocates its Basingstoke offices to an adjacent building that is more energy efficient early in 2023.

Sustainability Practices in Our New Stockholm Office

Our new office in Stockholm, Sweden, was designed and built with environmental, social and economic sustainability in mind. The new office boasts state-of-the-art finishings and technology, as well as mindful use of used equipment and furniture. The office is optimally located to allow for commuting by public transport, and is built to support a hybrid workforce, enabling a much lower commuting footprint. By designing the space well, we are able to occupy fewer square meters, thus saving electricity and water use. All of these features enable us to cater to as many people as possible while utilizing the planet’s resources with long-term sustainability in mind.



Ensuring Responsible Packaging and Materials Use Throughout the Supply Chain

Yet another effort focuses on protecting users and the environment by ensuring that products we bring into the market are properly labeled and include necessary safety warnings and handling instructions.

TD SYNEX further takes action to ensure that vendors are selling compliant products. This includes a mindful usage of raw materials and chemicals; and reducing hazardous substances in materials, products and packaging. Our goal is to have waste related to our vendor’s products, batteries and packaging be collected, recycled and disposed of properly.



Education and Thought Leadership: Launching Our Badge Program

Knowledge sharing is one of the most powerful tools we can use to create a more sustainable future. We recently developed and are disseminating an industry-leading training program to provide our co-workers, vendors, customers, partners and other IT leaders with critical information about sustainable practices. Currently, the program includes two modules, with plans to expand into other ESG topic areas soon. The two existing modules are focused on sustainability essentials and the circular economy, and compile leading sustainability practices from vendors in addition to TD SYNEX's own practices. They contain explanations, graphs and videos, with participants earning a badge upon the training's completion. We see it as a badge of honor for investing in new knowledge that can support our environment and communities.



EXHIBIT TO RESOLUTION



Social Responsibility

TD SYNNEX is proud of its co-workers, who represent the best and brightest in the IT industry and work every day to rewrite the rules of what technology distribution can do. Our co-workers are strategic thinkers who are passionate about their work and want to make a positive impact on their communities and the world. Through a servant leadership approach, we empower them to

innovate new approaches and lead local initiatives. As we learn from their efforts, we leverage our company's global footprint to help them expand their reach and success. Through our new social strategy, which is focused on our company, culture and people, we will further empower and inspire this powerful team.



2022 Highlights

- Achieved 27% female representation at the director and above level
- Awarded 7 college scholarships to co-workers and their families by expanding our annual Huang Leadership Development Scholarship
- Raised \$17M to support TD SYNNEX Share the Magic program since its inception

Connecting Our Co-Workers Across the Globe

Our business is all about creating connections, so in the past year, we focused on the values that bring us together. We value inclusion and the unique backgrounds, perspectives and experiences that make each of us who we are. We value collaboration — both with our co-workers and our value chain partners. We value character, as true innovation requires accountability and trust. And we value excellence; when we deliver for our customers, partners and communities, we all win.



Our company’s success stems from our ability to attract and develop co-workers who embody these values each day. We seek people with a can-do attitude who are eager to tackle new challenges in a workplace where they can thrive. As we expand our global workforce, we’re committed to increasing diversity, including in leadership roles. We’re also invested in ensuring ample opportunities for co-workers to connect, learn and lead. Crucially, we prioritize our co-workers’ personal and family health and wellness. From the candidate phase all the way through succession planning, we want every co-worker to look back on a great experience.

Ensuring a Safe Workplace for All

We believe that safety is a shared responsibility, and that we can ensure future safety through a combination of strong work practices and the vigilance of every one of our co-workers. Our objective is to provide a safe workplace and environment for all co-workers and our goal is zero accidents and injuries. We work to achieve this by following the guidance of applicable Occupational Safety & Health Administration (OSHA) standards, continually reviewing work practices, and analyzing any incidents for ways to improve. We provide a wide variety of safety training courses — delivered when co-workers are hired, based on their job description, prior to use of certain equipment, or annually — as appropriate to the situation.



Reimagining Our Future Workplaces

There are so many ways that our work environments can shape our daily experience. At TD SYNnex, we’re taking this into account as we design and refabricate offices. For example, in some locations, we’re planning to include wellness spaces for people to concentrate, take a break from their screens or unwind. In our larger locations, we are also creating mothers’ rooms to support co-workers and their families, following the lead of our locations in Clearwater, Fremont and Greenville. Another new feature will be multi-faith areas, which will enhance our culture of inclusion. The idea is to increase flexibility and build new spaces where people feel comfortable and welcomed by design.

A Social Strategy that Puts People First



Company

We prioritize accountability and make sure that resources, processes and measurements are in place to support our commitments and ensure that every co-worker understands their role.



Culture

We know our differences make the difference. We value, respect and celebrate our diversity. Through our councils, BRGs and our co-workers, we create opportunities to educate, celebrate and recognize our diverse co-worker communities and our inclusive culture.



Community

We emphasize corporate citizenship to engage and uplift our local communities and we leverage our position to help build a diverse and robust IT ecosystem.

By the Numbers: Making TD SYNEX a Great Place to Work

As we created TD SYNEX, we had an important opportunity to bring forward the defining cultures of our legacy companies, SYNEX and Tech Data. Following the merger, we put enormous energy into prioritizing and guiding our company's culture.

In 2022, we were proud to earn several awards that recognize our culture and caring environment, including Forbes' America's Best Employers For Diversity, FORTUNE World's Most Admired Companies, The Human Rights Campaign's Best Places to Work for LGBTQ+ Equality and Great Place to Work-Certified™ in the United States. Great Place to Work-Certified™ is a prestigious recognition based on what co-workers say about their experience working at our company. In fact, 74% of co-workers said TD SYNEX is a great place to work — putting us 17 points higher than the average U.S. company. Here are some other insights co-workers have provided about working at TD SYNEX:⁶

85%

85% of co-workers said they felt welcomed when they joined TD SYNEX.

81%

81% of co-workers said our management trusts people to do a good job.

84%

84% of co-workers said people here are given a lot of responsibility.

⁶US-only figures.



Investing in The Power of Us

At TD SYNEX, we talk a lot about The Power of Us, our employee value proposition, which teams of co-workers inspired and created early on in our evolution as a new company. Here's what we deliver to them as they help us deliver great results:



An environment rooted in the principles of DEI

It's not just about words on our website — it's about fair hiring and promotion practices and an environment that brings us together to celebrate the differences that make us who we are.



Recognition and awards

Great work should be recognized! To fuel our co-workers' commitment to helping our company deliver great outcomes, we award and acknowledge their exceptional performance — in some cases on the spot.



Environmental responsibility

Our co-workers know we're committed to climate action and environmental sustainability, and we empower them to help us make progress toward our goals each day.



Promoting growth

When it comes to realizing co-workers' career ambitions, joining us is just the start. We provide opportunities to learn and grow on the job and offer a range of resources for learning and development.



Community engagement

We encourage our co-workers to become leaders in their local communities by joining us in volunteering our collective time and expertise to build resources that make life better for those in need.



Supporting health and wellness

We provide comprehensive benefits, training and resources to help our co-workers and their families stay well — not only physically but emotionally and mentally, too.

Affirming that Our Differences Make the Difference

When people join our company, they do so for a multitude of reasons. However, one that we hear over and over is that our culture and co-workers give us an edge. People are eager for the chance to connect with a vibrant, diverse and globally recognized team. Here, the principles of DEI aren’t stand-alone concepts — they are foundational to all we do.



Recently, we launched a DEI strategy to strengthen our pillars of company, culture and community. Our central DEI team oversees this strategy, with support from leaders and co-workers across our sites. Through our DEI roadmap, we are driven to foster a diverse workforce, an inclusive culture and programs and practices that are equitable for all. We are dedicated to providing opportunities for DEI-focused education, awareness and engagement. To help make this effort come to life, TD SYNEX has committed to having a diverse Board, with members coming from a variety of industries and backgrounds. Currently, 55% of our Board identifies as female or a member of a minority group.

TD SYNEX is also committed to the growth of our Supplier Diversity program, which aims to increase direct and indirect spending with diverse businesses, including minority, veteran, people with disabilities, LGBTQ+ and women-owned businesses. We have taken concrete steps in the first year as a combined company to create an ongoing diverse supplier spend database, to embed supplier diversity as part of ongoing sourcing practices, and to identify key areas of opportunity to grow spend with existing and new diverse suppliers. Additionally, we have asked several of our key supply partners to partner with us in measuring Tier 2 diverse spend associated with our purchases from them. As all these plans continue to solidify, we are looking to grow our diverse supply base by about 20% in the coming 12 to 18 months.

Advancing Our Social Commitments

Through our corporate responsibility commitments, we are building on our legacy companies’ history as a leader in promoting and practicing the principles of DEI.

By 2025:

- We will increase representation of underrepresented groups
- We will double co-worker participation in our Business Resource Groups

By 2030:

- We will increase representation of people who identify as women to 50% of our workforce
- We will increase representation of people who identify as women to 40% of leadership roles

Bolstering Inclusion and Community through Business Resource Groups (BRGs)

An important component of our DEI strategy is to support and grow our seven BRGs. These inclusive, co-worker-led communities are centered around underrepresented affinities and identities. Through internal and external engagement opportunities, our BRGs provide opportunities for co-workers to have meaningful and inclusive conversations, celebrate cultural differences, give back to our surrounding communities and develop skills to achieve their personal and professional goals. They also serve as powerful

advisory networks for leaders and decision makers at TD SYNnex, amplifying their communities’ needs in order to influence positive organizational change.

While many of our BRGs began in North America, we are excited to continue expanding them across the globe. For example, Elevate and Spectrum have expanded their reach with new chapters in many European countries over the last few years, and in 2022, one of our newest BRGs, Embrace, was established and launched in the United Kingdom and Ireland. Plans are underway to launch additional groups and double co-worker participation by 2025.



Our Business Resource Groups Include:

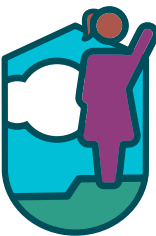
						
ELEVATE	PATRIOTS	SPECTRUM	BEACON	FUERZA	EMBRACE	RISE
Dedicated to attracting, retaining and advancing women, founded in 2012.	Dedicated to recruiting and supporting military veterans, active service personnel and military family members, founded in 2013.	Dedicated to recognizing, advancing and supporting LGBTQ+ co-workers, founded in 2016.	Dedicated to recognizing, empowering and advancing Black co-workers, founded in 2017.	Dedicated to empowering, developing and celebrating Hispanic and Latinx co-workers, founded in 2019.	Dedicated to celebrating cultural, ethnic and religious differences and fostering a welcoming and equitable workplace, founded in 2022.	Dedicated to celebrating, supporting and advancing Asian and Pacific Islander co-workers, founded in 2022.

EXHIBIT TO RESOLUTION



By the Numbers: Partnership for Disability Inclusion

Since 2011, the Barcelona, Spain, office of TD SYNEX has been collaborating with [Randstad Foundation](#), the non-profit arm of HR services company Randstad established in 2004, to integrate people at risk of exclusion and with disabilities into the workforce and successful careers. Contributions to the Randstad Foundation assist in the development of actions to increase inclusion, raise awareness about disability and ensure the development of social impact strategies. Thanks in large part to our donations over the last 11 years, we have seen the following results:

300

Assisted and guided almost 300 people.

120

Integrated almost 120 people in ordinary companies.

170

Trained more than 170 people.

EXHIBIT TO RESOLUTION

Local and Global Diversity, Equity and Inclusion (DEI) Milestones

Goal	Achieved
Increase representation of underrepresented groups by 2025	Launched our global DEI strategy. Established a DEI Executive Council chaired by our CEO and made up of our executive leadership team. Additionally, established four regional DEI Councils (APJ, Europe, Latin America and North America). Launched a recruitment directive to ensure equal representation when sourcing and interviewing for people leader roles. Advanced European DEI Council priorities to address the workforce gender imbalance, cultivate an inclusive culture and enhance the disability employment program.
Double co-worker participation in our Business Resource Groups (BRGs) by 2025	Increased co-worker participation through the creation of two new BRGs, Rise and Embrace.
We will increase representation of people who identify as women to 50% of our workforce by 2030	Established listening circles to provide women with a safe and confidential space to discuss workplace and personal challenges.
Increase representation of people who identify as women to 40% of leadership roles by 2030	Reached 27% female representation at the director and above level. Developed a Mentoring Program to support and guide women senior managers and directors and APJ.
Improve our pay equity position across the globe through our compensation and benefits programs	Moved to a single, harmonized job evaluation and grading structure across a significant portion of our global footprint, to enable fair and consistent compensation decision-making and protect against discrimination and inequity. Significant harmonization of benefits programs.
Evaluate promotion practices for fairness for all co-workers	Created a workstream to increase employment and development opportunities for people with disabilities.

Committing to Our Communities

When our people are working toward a greater purpose, they can do incredible things. Dating back to our legacy companies, we have always taken pride in making a difference for our local communities. Today, TD SYNEX is building on this tradition with community commitments focused on three pillars: digital divide, children and wellness. Through our Community Relations program, we are working to align our efforts and maximize our co-worker and community impact. We know that when we put our hearts into our work, the benefits go both ways.

Expanding Our Community Relations Program

At TD SYNEX, we are focused on aligning and expanding our collective efforts. Many of our enterprise-level initiatives are currently based within the U.S. As we build our Community Relations program, we plan to gradually expand them to include leaders and co-workers from sites across the world.

Encouraging Co-Worker Engagement

Not only is volunteering a great way of giving back, it's also a great way for co-workers to get to know one another outside of work. We are currently working to grow a robust Volunteer Ambassador Network, which brings co-workers together to organize volunteer events that support their local communities.

Recently, we established two companywide volunteerism programs — Volunteer Month and Next Meal Campaign. December represents our Volunteer Month and is the first month of our fiscal year, a wonderful time to share TD SYNEX's commitment to communities where we have a presence. Co-workers are encouraged to give the gift of time by volunteering within their communities through TD SYNEX community partners or preferred local organizations.

In July, we focus on our annual Next Meal Campaign. Each year, the campaign brings co-workers together to partner with local organizations focused on combatting food insecurity.

TD SYNEX's Share the Magic campaign is the focal point of our fundraising efforts. Co-workers from our legacy company, SYNEX, launched the campaign 11 years ago at what is now TD SYNEX's location in Greenville, South Carolina. Today, the campaign has expanded across North America with plans to further expand its reach in years to come. Share the Magic has raised over \$17 million over the course of 11 years for 12 beneficiaries. They include Children's Hospital Colorado, FIRST Canada and Make-a-Wish South Carolina, to name a few.



Our Community Pillars

Making an impact on local communities has been a point of pride for TD SYNnex throughout its history and the history of its legacy companies. TD SYNnex is continuing its commitment to community support with a focus on the pillars of bridging the digital divide, supporting health and wellness, and investing in children and education.



Digital Divide

- **We believe** that anyone can do great things with technology — but first, they need access.
- **We’re focused on** bridging the digital divide by ensuring communities not only have access to devices but to digital literacy programs.
- **We’re making it happen** by partnering with organizations like Human-I-T and PCs for People.



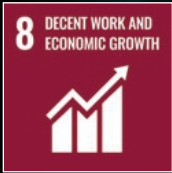
Wellness

- **We believe** that health and wellness are essential for our communities to thrive.
- **We’re focused on** taking action around the globe to respond to unique challenges and situations.



Children

- **We believe** that unlocking potential for all starts early and never truly ends.
- **We’re focused on** actively supporting programs that provide children the tools and resources they need to succeed.
- **We’re making it happen** through **Share the Magic**, which has raised more than \$17 million over the past 11 years for 12 beneficiaries in North America.



Governance

TD SYNnex takes pride in practicing strong corporate governance, in line with the history of our legacy companies and our values of inclusion, collaboration, integrity and excellence. Our corporate governance program is based on industry best practices, local and national requirements and the needs of our various stakeholders. We are committed to meeting and exceeding our responsibilities to our vendors, partners, customers, co-workers and communities. This includes being transparent and reporting our progress along the way.

To support our value of integrity and promote a culture of ethical leadership and decision-making, we have designed and implemented a comprehensive Ethics and Compliance

program. The program has many facets, including several courses focused on ethical business conduct, anti-bribery, anti-corruption and other compliance-related issues. We have also established a series of [governance guidelines](#), which outline the roles of our Board of Directors and our company's senior leadership and shared principles, which describe the behavior expected of our co-workers.

Our Corporate Citizenship program is overseen by a cross-functional steering committee of leaders and is supported through our strong partnership with BSR. Our executive leadership team, including the CEO, reviews and approves our corporate citizenship strategy and provides regular updates to our Board.



2022 Highlights

- Harmonized a new TD SYNnex Global Code of Conduct establishing and communicating our core expectations and principles regarding ethical business conduct that serves as a foundation to guide us as a single, unified team
- Launched TD SYNnex's purpose, mission, vision and values and fostered one culture under a Servant Leadership in Action model
- Established a corporate citizenship leadership and governance structure, including our Global Responsibility Team and Sustainability Working Group
- Created and filled the roles of Director of Global Responsibility and Global Sustainability Managers

Leading with Integrity

At TD SYNnex, leading with integrity begins with our Board, who receives regular updates about our corporate citizenship program. As part of our commitment to ensure strong oversight of ESG issues, our Nominating and Corporate Governance Committee assists the Board in its review of the development, oversight and implementation of our ESG policies, programs and practices. Our Audit Committee assists the Board with oversight of the integrity of the company’s financial statements, reliability and integrity of the systems of disclosure controls and internal controls over financial reporting processes, the company’s compliance with legal and regulatory requirements, the independent auditor’s qualifications and independence, performance of the company’s internal audit function and independent auditors. The company’s IT security and data privacy controls are assigned to the full board via the Corporate Governance Principles. Based on its philosophy of sound corporate governance, the Board sets high standards for itself and for our co-workers, officers and directors. The Board’s duty is to serve as a prudent fiduciary for our shareholders as outlined in our [governance policies and principles](#).

We maintain regional and global Compliance Committees to ensure that key executive leaders at TD SYNnex, including the CEO, are aware of current reporting trends and the resolution or status of investigations and ethics matters. We provide metrics and qualitative details to these internal governing bodies at the end of each quarter.



“The world has an expectation that businesses will be major contributors in helping around environmental, social and governance issues. And you know what? I think that as a group, we’re all up for that challenge.”

Rich Hume, CEO of TD SYNnex, during an ESG panel held in 2022 with five of our company’s senior leaders for our investor day. Learn more about our leaders’ perspectives on TD SYNnex’s role in addressing ESG issues by watching the full [ESG panel discussion](#).

In September 2021, TD SYNnex’s wholly owned subsidiary, [Hyve Solutions](#), which manufactures hyperscale racked server systems for customer data centers, joined the RBA (Responsible Business Alliance) as an “Affiliate” member; and in January 2022 was accepted for “Regular” membership. RBA is a coalition of companies driving sustainable value for workers, the environment and business through the global electronics supply chain. Through this membership, Hyve Solutions joins more than 200 other companies in committing to and implementing the RBA Code of Conduct in its own operations and in deploying the Code to its suppliers.

Prioritizing Privacy and Data Security

Our partnerships are strengthened by relationships built on trust. We know that our partners look to us to help them keep their IT systems and assets secure and we take that responsibility seriously. We apply cybersecurity best practices and international standards, in addition to using best-in-class technology and processes to protect our company and partners. Our company upholds strict IT standards to achieve confidentiality and integrity while ensuring that pertinent information is readily available. We design our IT systems to provide safe and secure use of that information and we extend these best practices to our company's supporting partners. Our policy requires that we use approved TD SYNEX systems when conducting company business and do not use company devices or networks for any illegal or unethical activities.

While we are constantly improving our organizational and technical measures to stay ahead of emerging threats, we also rely on the security awareness of each of our co-workers. We regularly train our teams to follow all policies and best practices regarding privacy, cybersecurity and IT-acceptable use. TD SYNEX operates a Cyber Defense Center, which is a specialized security operations team that works to minimize organizational risk and reduce the impact of security breaches through a global team of security experts from across the company to help protect, detect, and respond to threats in real time. They provide continuous security monitoring, vulnerability risk assessment, threat intelligence, and intrusion detection. The Cyber Defense Center uses advanced tools and managed service providers using AI and deep learning to identify atypical user behavior and system events. If we suspect a phishing email, a potential data breach or any other cyber threat, we immediately alert our Cyber Defense Center so it can respond appropriately.

EXHIBIT TO RESOLUTION



Ensuring Ethics and Compliance

At TD SYNnex, we empower our global partners to achieve great outcomes with technology. By emphasizing ethical leadership, behavior and compliance, we continue to deliver on our purpose and build our stakeholders’ trust. Since unifying our legacy companies, we have worked to harmonize our policies and procedures to ensure a seamless customer and co-worker experience. We want to retain the best practices of both Tech Data and SYNnex, and we know that will require collaboration and time. Our recently launched TD SYNnex Code of Conduct establishes and communicates our core expectations and principles regarding ethical business conduct and serves as a foundation to guide us as a single, unified team.

We plan on continuing to enhance our policy library; for example in 2023 we plan to publish a dedicated TD SYNnex Human Rights Policy, which will include expectations of routine due diligence to identify and address human rights issues in the supply chain.

We also utilize technology to automate guidance and approvals to ensure fast and accurate guidance for our co-workers for common co-worker questions, including gifts and entertainment, conflicts of interest, government official expenses, competitive intelligence and third-party screening. To date, TD SYNnex co-workers have received over 2,500 instances of custom guidance using these tools.

Should we ever fall short of our principles or fail to achieve compliance, we are committed to taking swift action to address and correct the issue. Our company does not tolerate retaliation and we ask every member of our community to speak up when they see something that isn’t right. We have established a broad compliance policy library, as well as reporting channels, to empower our co-workers to understand ethics and compliance issues and report any concerns. These resources include:

- **TD SYNnex EthicsLine:** provides a means to report any behavior inconsistent with our Code of Conduct 24 hours a day, 365 days a year.
- **Real Tales of Ethics & Compliance video series:** highlights and explains the consequences of real compliance issues.
- **30 Seconds with Ethics & Compliance video series:** highlights key tips and takeaways regarding relevant ethics and compliance topics.
- **Ethics & Compliance toolkits:** provide key points and steps to take in specific situations and delivered in short and simple packages.
- **Policy Pathway modules:** help our co-workers get answers to compliance-related questions digitally and efficiently by leveraging technology tools.
- **Supplier Integrity Principles:** set clear expectations for our suppliers and other business partners regarding human rights in the supply chain, anti-competitive behavior, anti-bribery and anti-corruption, as well as other core governance topics.



Our Principles

Our principles apply to all our co-workers, contractors, Board members and channel partners. They guide us to lead with integrity in the following ways:

- **We will follow** the relevant policies and law
- **We offer a safe,** respectful and inclusive workplace
- **We value** basic human rights
- **We respect** our shareholders and resources
- **We keep** competitive information confidential
- **We report** and manage potential conflicts of interest
- **We are fair and honest** in every interaction
- **We do not tolerate** bribery or corruption
- **We respect** personal privacy
- **We prioritize** cybersecurity
- **We embrace** free and fair competition
- **We hold ourselves accountable** to these principles



Appendix

EXHIBIT TO RESOLUTION

About this Report

This report details TD SYNEX’s progress in sustainability and is our first-ever sustainability report. Many of the programs mentioned were begun by one of our two legacy companies prior to the merger that established TD SYNEX – Tech Data and SYNEX. As part of our effort to establish a unified and strategic approach to all business functions, we believe a corporate citizenship report is a natural next step in tracking the efforts to improve resource management, innovate and ensure responsible governance across our global footprint. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports, and corporate website. Data in this report were collected during fiscal year 2022, the period between December 1, 2021 and November 30, 2022, unless otherwise noted.

Safe Harbor Statement

Statements in this report regarding TD SYNEX Corporation which are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements may be identified by terms such as believe, expect, may, will, provide, could and should and the negative of these terms or other similar expressions. These forward-looking statements include, but are not limited to, statements regarding our strategies and goals. These are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Please refer to the documents filed with the Securities and Exchange Commission, specifically our most recent Form 10-K and subsequent SEC filings, for information on risk factors that could cause actual results to differ materially from those discussed in these forward-looking statements. Statements included in this report are based upon information known to TD SYNEX Corporation as of the date of presentation and TD SYNEX Corporation assumes no obligation to update information contained in this report except as otherwise required.

EXHIBIT TO RESOLUTION



Sustainability Data Summary

Corporate Metrics	
2022	
Impact	
Total revenue (thousands)	\$62,343,810
Technology partners supported	150,000
Countries served	100

⁷Energy usage was estimated/extrapolated for 20% of our energy consumption, and we have used estimations based on two-year averages of energy consumption by building type reported by the Urban Land Institute (Greenpoint Performance Report, Vol. 10 & 11). These estimations are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary.

⁸We assert that our Greenhouse Gas emissions were calculated and estimated based on the World Resource Institute/World Business Council for Sustainable Development Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition, including the GHG Protocol Scope 2 Guidance, An amendment to the GHG Protocol Corporate Standard (collectively, the “GHG Protocol”). We utilize the operational control approach as our organizational boundary to consolidate emissions. Emission factors have been applied according to the prioritization hierarchy set forth by the GHG Protocol. These factors were sourced from the 2022 UK Department of Environment, Food & Rural Affairs (DEFRA), U.S. eGRID, Carbon FootPrint’s 2021 Grid Electricity Emissions Factors v1.1, 2020 International Energy Agency (IEA) Emission Factors, Energy Market Authority (EMA), Institute for Global environmental Strategies (IGES) List of Grid Emission Factors 2022, and Association of Issuing Bodies (AIB). The measurement of GHG emissions requires us to interpret the criteria, make determinations as to the relevancy of information to be included, and make estimates and assumptions that affect reported information. GHG emissions are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary. KPMG LLP (KPMG) has reviewed our assertion that our Scopes 1 and 2 Greenhouse gas emissions for the year ended November 30, 2022 were calculated based on the GHG Protocol. A copy of the KPMG report can be found on page 47. No other information included within the 2022 Corporate Citizenship Report was subject to KPMG’s limited assurance engagement and, accordingly, KPMG does not express a conclusion or any form of assurance on such information.

⁹For direct emissions (Scope 1), approximately 6% of the emissions were the result of estimates. For indirect (Scope 2) emissions, approximately 25% of location-based and 16% of market-based emissions were estimated. In these cases, proxies such as floor area and historical usage were used to derive estimates. Emissions categories are rounded to nearest whole percentage.

Environment	
2022	
Energy & Emissions	
Energy Consumption (MWh) ⁷	198,562
Renewable energy consumption (MWh)	1,659
Greenhouse Gas Emissions ^{8,9}	
Scope 1 GHG Emissions (metric tons CO ₂ e)	14,254
Scope 2 GHG Emissions (metric tons CO ₂ e)	
Location-based emissions	38,914
Market-based emissions	43,932

Sustainability Data Summary, Cont.

Environment	
2022	
CDP Assessment	
Score	C “Awareness”
EcoVadis Assessment	
Score	Bronze Medal

Social	
2022	
U.S. Ethnicity (%)	
American Indian/Alaska Native	1
Asian	8
Black/African American	11
Hawaiian/Pacific Islander	0
Hispanic/Latino	16
Two or more races	2
Undisclosed	1
Elected Not to Specify	2
White	59

Sustainability Data Summary, Cont.

Social	
2022	
Workforce	
Number of full-time employees	approximately 23,500
Global Employees by Gender (%)	
Male	58
Female	42

Social	
2022	
Employee Engagement	
Huang Leadership Development Scholarships awarded	7
Co-workers reporting that they felt welcomed when they joined TD SYNEX (%) ¹⁰	85
Co-workers reporting that management trusts people to do a good job (%) ¹⁰	81
Business Resource Groups	7

¹⁰US-only figures.

Task Force on Climate-related Financial Disclosures (TCFD) Disclosure Index

Disclosure Focus Area	2022 Response
Governance Disclose the organization’s governance around climate-related risks and opportunities.	Our Corporate Citizenship program is overseen by a cross-functional steering committee of leaders and is supported through our strong partnership with BSR. Our executive leadership team, including the CEO, reviews and approves our corporate citizenship strategy and provides regular updates to our Board. Board members participate in discussions on climate-related issues. The Nominating and Corporate Governance Committee has primary oversight of ESG. Climate-related issues were discussed in several Board meetings in the period, and have later guided major plans of action and goal setting, among others.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	2022 Response
Strategy Disclose the actual and potential impacts of climate-related risks and opportunities on the organization’s businesses, strategy and financial planning.	We do not define, in explicit terms, substantive risk within our public filings at this time. However, we acknowledge that increasing attention on environmental, social and governance (ESG) matters may have a negative impact on our business, impose additional costs on us, and expose us to additional risks. Companies are facing increasing attention from investors, customers, partners, consumers and other stakeholders relating to ESG matters, including environmental stewardship, social responsibility, diversity and inclusion, racial justice and workplace conduct. In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters. Such ratings are used by some investors to inform their investment and voting decisions. Unfavorable ESG ratings may lead to negative investor sentiment toward the Company, which could have a negative impact on our stock price and our access to and costs of capital. We have established corporate social responsibility programs aligned with sound environmental, social and governance principles. These programs reflect our current initiatives and are not guarantees that we will be able to achieve them. Our ability to successfully execute these initiatives and accurately report our progress presents numerous operational, financial, legal, reputational and other risks, many of which are outside our control, and all of which could have a material negative impact on our business. With regard to climate-related risks, which have the potential to have substantive financial or strategic impact on our business, TD SYNEX acknowledges that risks exist, but none with potential to have a substantive financial or strategic impact on business. The preliminary climate risk assessment we conducted in 2022 using estimations from the Climate Impact Lab does not show risks with potential to have a substantive negative impact on our business. However, we are continuously assessing risk and may identify additional risks in the future. We will develop our transition plan in the next two years following our formal commitment to SBTi.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	2022 Response
Risk Management Disclose how the organization identifies, assesses and manages climate-related risks.	We conducted a preliminary climate risk assessment in 2022 using estimations from the Climate Impact Lab (https://impactlab.org). This Lab estimates the relationship between a changing climate and human well-being across eight categories: human health, labor productivity, energy demand, agriculture, manufacturing, damage to coastal infrastructure, increased social conflict and crime, and altered migration patterns. In addition to providing localized climate risk information, the Lab is monetizing and aggregating these impacts to produce the world’s first empirically derived estimate of the social cost of carbon (SCC) – the cost to society and the economy from each ton of carbon dioxide emitted. Additionally, we have a Business Continuity Plan that follows industry-standard guidelines, which include end-to-end procedures that enable TD SYNEX to respond to a natural or man-made disaster with minimal disruption to our critical business functions. Disasters are defined as major business interruptions and fall into these categories: natural disasters (e.g., hurricanes, floods, earthquakes, etc.), contamination (e.g., pandemic, HAZMAT leaks, etc.), infrastructure or technology disasters (e.g., data center, telecommunication failure, etc.), and life/safety-security related events (e.g., civil unrest, terrorism, war, etc.). As a part of our planning process, we coordinate with Corporate Real Estate and Security to assess potential risks at each location, which may include, but are not limited to, climate/flood zones, security threats and health/safety risks. In the following months, we will be forming a Climate Task Force with internal functional teams such as Sustainability, Finance, Real Estate, Procurement and Business Continuity Planning.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	2022 Response
Metrics and Targets Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities.	We are tracking emissions data including: • Gross global Scope 1 emissions (metric tons CO₂e): 14,254 • Scope 2, location-based (metric tons CO₂e): 38,914 • Scope 2, market-based (metric tons CO₂e): 43,932 Our emissions intensity will reduce over the next five years aligned with our goal of net-zero GHG emissions in our global operations by 2045. We will develop our emissions target in the next year when formally submitting to SBTi.

Sustainability Accounting Standards Board (SASB) Standards Index

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2022 Response
Energy Management in Retail & Distribution	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable	Quantitative	Gigajoules (GJ), Percentage (%)	CG-MR-130a.1	1. Total energy consumed in 2022: Approximately 198,562 MWh 2. Percentage grid energy: Approximately 99% 3. Percentage renewable energy: Approximately 1%

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2022 Response
Data Security	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	CG-MR-230a.1	The maintenance of privacy and a security culture and the prevention of cybercrimes is a core focus that is addressed by the Board during security briefings on cybersecurity matters. Our prioritization of our cybersecurity risk management strategy is critical to maintaining the trust of our stakeholders. Our cybersecurity program is led by a dedicated team and includes protocols for detecting, addressing and responding to cybersecurity incidents. Business continuity, disaster recovery planning and testing, and security vulnerability assessments are frequently conducted. Our security strategy has been assessed by several independent security firms. As part of our information security training program, we provide cybersecurity awareness training and emphasize ethical spear-phishing simulations. Our cybersecurity insurance thresholds and deductibles align with industry expectations. 2022 Corporate Citizenship Report > Governance > Prioritizing Privacy and Data Security

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2022 Response
Workforce Diversity & Inclusion	Percentage of gender and U.S. racial/ethnic group representation for (1) management and (2) all other employees	Quantitative	Percentage	CG-MR-330a.1	2022 Corporate Citizenship Report > Appendix > Sustainability Data Summary
Product Sourcing, Packaging & Marketing	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	CG-MR-410a.3	2022 Corporate Citizenship Report > Environmental Sustainability > Optimizing Our Operations
Activity Metrics	Number of: (1) retail locations and (2) distribution centers	Quantitative	Number	CG-MR-000.A	As a result of the Merger, we have expanded both our domestic and international operations. We operate 181 distribution and administrative facilities globally. ¹¹

¹¹The locations included in this report are aligned with our Corporate Real Estate listing of sites. Our larger company facilities often have several utility meters and/or accounts. For this reason, some company locations may be counted as one site with several discrete sites within, for the purpose of calculating emissions.

United Nations Sustainable Development Goals

Goal	Most Relevant Targets	Examples of Impact in 2022
Goal 4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all (Quality Education)	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	Making an impact on local communities has been a point of pride for TD SYNnex throughout its history and the history of its legacy companies. TD SYNnex is continuing its commitment to community support with a focus on the pillars of bridging the digital divide, supporting health and wellness, and investing in children and education. 2022 Corporate Citizenship Report > Social Responsibility > Committing to Our Communities
Goal 5. Achieve gender equality and empower all women and girls (Gender Equality)	5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Through our DEI roadmap, we are driven to foster a diverse workforce, an inclusive culture and programs and practices that are equitable for all. We are dedicated to providing opportunities for DEI-focused education, awareness and engagement. To help make this effort come to life, TD SYNnex has committed to having a diverse Board, with members coming from a variety of industries and backgrounds. Currently, 55% of our Board identifies as female or a member of a minority group. 2022 Corporate Citizenship Report > Social Responsibility > Affirming that Our Differences Make the Difference

United Nations Sustainable Development Goals, Cont.

Goal	Most Relevant Targets	Examples of Impact in 2022
Goal 8. Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all (Decent Work and Economic Growth)	8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	TD SYNnex takes pride in practicing strong corporate governance, in line with the history of our legacy companies and our values of inclusion, collaboration, integrity and excellence. Our corporate governance program is based on industry best practices, local and national requirements and the needs of our various stakeholders. We are committed to meeting and exceeding our responsibilities to our vendors, partners, customers, co-workers and communities. We believe that safety is a shared responsibility, and that we can ensure future safety through a combination of strong work practices and the vigilance of every one of our co-workers. Our objective is to provide a safe workplace and environment for all co-workers and our goal is zero accidents and injuries. We work to achieve this by following the guidance of applicable Occupational Safety & Health Administration (OSHA) standards, continually reviewing work practices, and analyzing any incidents for ways to improve. We provide a wide variety of safety training courses — delivered when co-workers are hired, based on their job description, prior to use of certain equipment, or annually — as appropriate to the situation. 2022 Corporate Citizenship Report > Governance 2022 Corporate Citizenship Report > Social Responsibility > Ensuring a Safe Workplace for All TD SYNnex Website > Governance Policies and Principles

United Nations Sustainable Development Goals, Cont.

Goal	Most Relevant Targets	Examples of Impact in 2022
Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation (Industry, Innovation and Infrastructure)	9.b Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities	We're a leading distributor and solutions aggregator for the IT ecosystem and our vision is to connect the global IT ecosystem and unlock its potential for all. We're an innovative partner that helps our customers maximize the value of IT investments, demonstrate business outcomes and unlock growth opportunities. Our global reach enables big solutions and we benefit from leadership across our operations who test solutions and programs that make a difference. We partner with the entire technology ecosystem to manage relentless transformation, execute confidently and evolve to capture opportunities as they emerge. We deliver solutions for every type of ecosystem partner through global technology distribution and solution aggregation capabilities. 2022 Corporate Citizenship Report > We're TD SYNnex TD SYNnex Website > About Us

United Nations Sustainable Development Goals, Cont.

Goal	Most Relevant Targets	Examples of Impact in 2022
Goal 12. Ensure sustainable consumption and production patterns (Responsible Consumption and Production)	12.2 By 2030, achieve the sustainable management and efficient use of natural resources	Through our new Corporate Citizenship program, we are working to lower our global carbon footprint, expand the circular economy and deliver education and thought leadership by taking a coordinated, collaborative approach. We have committed to the Science-based Target initiative (SBTi) Business Ambition Pledge and established a target to achieve net-zero GHG emissions in our global operations by 2045, with many of our locations aligning with even more aggressive timelines and locally appropriate guidelines. Along the way, we plan to set targets for emissions reductions and increase our sustainability initiatives worldwide. We are also committed to advancing the circular economy by partnering with our stakeholders to maximize the value of technology and minimize waste. To better understand our environmental impact and our opportunities to improve, we have conducted internal assessments and benchmarking. We are also deploying environmental management systems, aligning with international standards and reporting our performance through CDP. We recognize that sustainability is a journey, and we are confident that we can drive meaningful change across our business and the IT ecosystem. 2022 Corporate Citizenship Report > Environmental Sustainability
	12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse	Our goal is to embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling. Efforts such as our waste reduction program in Hong Kong have earned distinctions including Wastewi\$e certification, and in France we achieved ISO 9001 and 14001 certifications and earned EcoVadis' Platinum Medal for our sustainable management system. When we refurbished our Bracknell, U.K., offices, we wanted to minimize waste. By partnering with the charity Waste to Wonder, we donated office furniture to the Not Alone Foundation Trust, which serves underprivileged children in Ghana, West Africa. We plan to adopt the same process as we move and refurbish other U.K. sites. 2022 Corporate Citizenship Report > Environmental Sustainability > Optimizing Our Operations

United Nations Sustainable Development Goals, Cont.

Goal	Most Relevant Targets	Examples of Impact in 2022
Goal 13. Take urgent action to combat climate change and its impacts (Climate Action)	13.2 Integrate climate change measures into national policies, strategies and planning	Climate action can't wait, so we've made it our environmental priority. We began our carbon-reduction journey in September 2021, when we signed the SBTi's Business Ambition Pledge. In line with the Paris Agreement — which aims to limit global warming to pre-industrial levels — we committed to achieving net-zero GHG emissions in our global operations by 2045. To get there, we're focused on minimizing the carbon footprint of our operations while working with partners to help decarbonize the IT ecosystem. We are also implementing data management systems to enhance our collection and disclosure of GHG emissions data. These efforts will help make up our carbon-reduction roadmap, which will outline our pathway forward. 2022 Corporate Citizenship Report > Our Corporate Citizenship Strategy 2022 Corporate Citizenship Report > Environmental Sustainability > Reducing Our Carbon Footprint

Independent Accountants’ Report



To the Board of Directors
TD SYNnex Corporation:

KPMG LLP
Mission Towers I
Suite 600
3975 Freedom Circle
Santa Clara, CA 95054

We have reviewed management of TD SYNnex Corporation’s (the Company) assertion that the Company’s Scope 1 and 2 Greenhouse Gas Emissions, as presented on page 32 of the accompanying 2022 Corporate Citizenship Report, for the year ended November 30, 2022 (the “Subject Matter”) are calculated based on the World Resource Institute/World Business Council for Sustainable Development Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition, including the GHG Protocol Scope 2 Guidance, An amendment to the GHG Protocol Corporate Standard (collectively, the “GHG Protocol” and the “Criteria”). The Company’s management is responsible for its assertion. Our responsibility is to express a conclusion on management’s assertion based on our review.

Our review was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the review to obtain limited assurance about whether any material modifications should be made to the Subject Matter in order for it to be in accordance with (or based on) the Criteria. The procedures performed in a review vary in nature and timing from and are substantially less in extent than, an examination, the objective of which is to obtain reasonable assurance about whether the Subject Matter is in accordance with (or based on) the Criteria, in all material respects, in order to express an opinion. Accordingly, we do not express such an opinion. Because of the limited nature of the engagement, the level of assurance obtained in a review is substantially lower than the assurance that would have been obtained had an examination been performed. We believe that the review evidence obtained is sufficient and appropriate to provide a reasonable basis for our conclusion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to the engagement.

The procedures we performed were based on our professional judgment and consisted primarily of inquiries of management to obtain an understanding of the methodology applied, assessment of the Company’s application of the stated methodology for deriving the greenhouse gas emissions, and recalculation of a selection of greenhouse gas emissions.

As described on page 32 of the accompanying 2022 Corporate Citizenship Report, the preparation of the Subject Matter requires the Company’s management to interpret the Criteria, make determinations as to the relevancy of information to be included, and make estimates and assumptions that affect reported information. The selection of different, but acceptable measurement techniques can result in materially different measurements. Different entities may make different, but acceptable interpretations and determinations.

Our review was limited to management’s assertion that the Company’s Scopes 1 and 2 Greenhouse Gas Emissions, as presented on page 32 of the accompanying 2022 Corporate Citizenship Report, for the year ended November 30, 2022 (the “Subject Matter”) are calculated based on the Criteria. The Company’s 2022 Corporate Citizenship Report includes other information and metrics that were not subject to our review procedures. The Company’s 2022 Corporate Citizenship Report also includes goals and targets that were not subject to our review procedures. Accordingly, we do not express an opinion, conclusion, or any other form of assurance on such information or metrics.

Based on our review, we are not aware of any material modifications that should be made to management of TD SYNnex Corporation’s assertion that the Company’s Scopes 1 and 2 Greenhouse Gas Emissions for the year ended November 30, 2022 are calculated based on the GHG Protocol in order for it to be fairly stated.

KPMG LLP
Santa Clara, California
February 9, 2023

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.



Global Headquarters

44201 Nobel Drive
Fremont, CA 94538

16202 Bay Vista Drive
Clearwater, FL 33760

www.tdsynnex.com
corporatecitizenship@tdsynnex.com

Global Human Rights Policy

TD SYNEX is committed to conducting all business activities in accordance with all applicable laws, regulations and internationally recognized human rights principles.¹ This TD SYNEX Global Human Rights Policy (“Policy”) provides guidance and establishes clear expectations for all TD SYNEX business partners.

Due Diligence

We expect our business partners to have a robust due diligence process in place to assess their own and their business partners’ performance for human rights and responsible sourcing. This includes:

- Conducting due diligence assessments of how their activities might adversely affect human rights, to minimize adverse impacts, and to remediate harms.
- Establishing and following a process to identify and mitigate risks in their supply chains.
- Conducting social compliance audits on their suppliers that assess supplier performance against Social Compliance topics including, but not limited to: Compliance with laws and regulations, Wages and Benefits, Child Labor, Modern Slavery, Forced Labor and Human Trafficking, Working Hours, Discrimination and Harassment, Environmental, Health and Safety and Freedom of Association.
- Ensuring that suppliers are assessed on an annual basis.

Upon completing this due diligence, it is expected that business partners will take action to improve their own business practices or work directly with their suppliers to develop action plans outlining the steps the supplier will take towards meeting expectations.

Compliance with Laws and Regulations

Partners are required to comply with all applicable laws in any country in which they conduct business and demonstrate actions in all situations that meet or exceed those required by applicable law.

Fundamental Principles and Rights at Work

The following principles apply directly to all TD SYNEX business partners, who are also expected to ensure the same principles are followed by their suppliers.

Wages and Benefits

Business partners and their suppliers must ensure that wages paid to employees comply with all applicable wage laws, including minimum wages, overtime hours and legally mandated benefits. Holidays and paid annual leave shall be paid according to applicable laws. Benefits provided to employees must meet the applicable minimum legal standards.

Global Human Rights Policy

All employees shall be provided with clear and understandable written information about their wage for each pay period and their employment conditions in a language understood by the employee.

Wage deductions must not be excessive and shall be itemized. Deductions from wages as a disciplinary measure should not be permitted. No deductions from wages are permitted without the express, written permission of the employees concerned.

Working Hours

Business partners must ensure that they and their suppliers comply with applicable laws and industry standards around working hours. All workers shall be entitled to at least one day off during each seven-day period. If overtime work is needed, it should be voluntary and workers shall be compensated at a rate which is higher than regular wages and in accordance with applicable laws. Furthermore, a standard workweek should not be more than 60 hours a week, including overtime, except if there is an emergency or extraordinary circumstances.

Forced Labor

Business partners must ensure that they and their suppliers never use any forced, bonded or indentured labor, or involuntary prison labor, or participate in any forms of trafficking of persons or slavery. All our business partners and their suppliers must respect and follow international human rights instruments, which prohibit all forms of modern slavery and human trafficking. This includes transporting, harboring, recruiting, transferring or receiving persons by means of coercion, force, or threat. There shall never be any restrictions on freedom of movement.

Child Labor

Business partners and their suppliers must ensure compliance with all applicable laws and only employ individuals who are at, or above, the legal minimum working age, the age designated by applicable law for completion of compulsory education, or 15 years of age, whichever is greater.

For any work that requires greater maturity, is hazardous in nature, or includes night work that could conflict with educational needs, the employee shall be at least 18 years of age. Partners and their suppliers are required to maintain official documentation of each employee's date of birth, and this should be verified during the hiring process and confirmed through social compliance audits.

Discrimination and Harassment

Business partners must ensure that they and their suppliers never discriminate against their employees or prospective employees in any circumstance. This is inclusive of hiring practices, termination of employees or other terms or conditions of work that reflect discrimination, injustice, and systemic racism, including any form of discrimination or harassment on the basis

Global Human Rights Policy

of race, color, national origin, gender, gender identity, religion, age, disability, political affiliation, sexual orientation, social or marital status, maternity, or membership in worker's organizations. TD SYNEX prohibits harassment, discrimination, violence, and retaliation of any kind, and we expect our Business Partners to have zero tolerance for violations motivated by any form of prejudice or bigotry.

Disciplinary Practices

Business partners must ensure that they and their suppliers do not engage in any physical discipline or abuse, the use or threat of corporal punishment, or the use or threat of any type of abuse or harassment against its employees, including but not limited to mental, physical, sexual or verbal harassment. The use or threat of any other forms of intimidation are also prohibited. All major disciplinary measures taken against employees shall be documented.

Environmental

Business partners must ensure that they and their suppliers are in compliance with all local environmental laws and regulations applicable to the workplace. Business partners and their suppliers must also conduct business in a manner which considers their environmental impact.

Health and Safety

Business partners must ensure that they and their suppliers always provide a safe, respectful, and healthy working environment in accordance with applicable laws and regulations. Employees should regularly be trained on health and safety to ensure compliance and employees should be provided with the necessary Personal Protective Equipment (PPE) to conduct their job in a safe manner.

Freedom of Association

Business Partners should always respect the rights of their employees to join any lawful organization, including union membership.

Education

TD SYNEX recognizes the importance of education and the sharing of best practices in human rights and social compliance. TD SYNEX is committed to working collaboratively with our partners to provide training on key issue topics and facilitate the sharing of industry best practices around human rights and responsible sourcing practices.

Reporting

Progress is reported on an annual basis through the TD SYNEX Corporate Citizenship Report which will be informed through the following:

Global Human Rights Policy

- Business partners working with their suppliers to ensure suppliers have effective management systems in place to ensure compliance.
- Business partners and their suppliers maintaining onsite documentation to verify compliance.
- Business partners developing action plans to ensure meeting the expectations outlined herein. The developed action plan needs to include education and training.
- Business partners taking swift action to remediate any issues if non-conformities are identified

At TD SYNEX request, business partners shall provide documentation that demonstrates compliance to this TD SYNEX Human Rights Policy.

ⁱ We respect all human rights - civil, political, economic, social, and cultural. TD SYNEX is committed to respecting the human rights under the following international human rights instruments:

[UN Guiding Principles on Business & Human Rights](#)

[The Global Network Initiative Principles](#)

[Universal Declaration of Human Rights](#)

[International Covenant on Civil and Political Rights](#)

[International Covenant on Economic, Social and Cultural Rights](#)

[International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#)

[Convention on the Elimination of All Forms of Discrimination against Women](#)

[Convention on the Rights of the Child](#)

[Convention on the Rights of Persons with Disabilities](#)

[International Convention on the Elimination of All Forms of Racial Discrimination](#)

[International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families](#)

[Geneva Conventions and their Additional Protocols](#)

[Rome Statute of the International Criminal Court](#)

[United Nations Declaration on the Rights of Indigenous Peoples](#)

[United Nations Declaration on Human Rights Defenders](#)

TD SYNEX supports the following frameworks and multi-stakeholder initiatives:

[Child Rights and Business Principles](#)

[Global Network Initiative](#)

[Sustainable Development Goals](#)

[United Nations Global Compact](#)

[United Nations Standards of Conduct for Business on Tackling Discrimination against LGBTI people](#)

[Women's Empowerment Principles](#)



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ADVANTECH TECHNOLOGIES
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AEGEX TECHNOLOGIES LLC
AERO-SPACE SOUTHWEST, INC
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AFCO SYSTEMS, INC
AFL IG LLC DBA AFL HYPERSCALE
AG ANTENNA GROUP, LLC
AGARI DATA, INC.
AGOSTO INC
AIC
AIRESPRING

AIRGAIN, INC.
AIRGAP NETWORKS
AIRISTA
AIRSHIP INDUSTRIES
AIRSLATE, INC
AKITIO
ALCATEL-LUCENT ENTERPRISES
ALE USA INC.
ALERATEC
ALERT LOGIC, INC.
ALGO COMMUNICATION PRODUCTS LTD.
ALGOSEC
ALIENVAULT
ALIVE STUDIOS, LLC
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ALLIANCE CORPORATION
ALLIED TELESIS
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ALURATEK
ALVARIA, INC.
AMAZON
AMAZON FULFILLMENT SERVICES - B2B
AMBIR TECH
AMBULANT
AMCREST INDUSTRIES, LLC
AMD
AMER.COM
AMERICAN INDUSTRIAL SYSTEMS INC
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ARECA TECHNOLOGY CORP.
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ARMOR-X LTD
ARROW ELECTRONICS
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ARTISIGHT
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ARYAKA
ASCOM WIRELESS SOLUTIONS
ASG TECHNOLOGIES GROUP, INC
ASPECT SOFTWARE, INC.
ASSA ABLOY RESIDENTIAL GROUP, INC. DBA YALE
RESIDENTIAL ASSOCIATION FOR THE BLIND &
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ASSET PANDA
ASUS
ASUSTOR
AT&T
ATDEC
ATEL
ATEN TECHNOLOGY
ATTO TECH
AUDIOCODES
AUDIOFETCH, INC
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EXHIBIT TO RESOLUTION

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DATALOGIC
DATAMATION
DATAMAX
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DATARAM
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DIGI
DIGICERT, INC.
DIGISTOR
DIGITAL CONTROLS CORP
DIGITAL DATA
DIGITAL GUARDIAN INC.
DIGITAL HIGHWAY, INC.
DIGITAL PERSONA
DIGITAL SCEPTOR
DIGITAL.AI SOFTWARE
DIGITALWARE INC
DIGITATE (TATA)
DIRECT TECHNOLOGY GROUP
DISPERSIVE
DISTINOW
DJI
DMSI
DOGHEAD SIMULATIONS LLC
DOMAINTOOLS LLC
DOMINO DATA LAB
DOOWY DOES IT
DORMAKABA
DOUBLE POWER TECHNOLOGY, INC.
DOUBLE SIGHT (K.S. CHOI CORP)
DOUBLESIGHT
DP SOLUTIONS
DRAKONTAS
DRAPER

DREAMGEAR, LLC
DRONE UNIVERSITY
DROPBOX
DROPSUITE
DT RESEARCH
DT RESEARCH GOV
DURABOOK AMERICAS INC
DUVOICE
DV WAREHOUSE, INC.
DYNABOOK
DYNAMIC SOLUTIONS
DXRACER USA LLC

E & S INTERNATIONAL ENTERPRISES, INC
EA SPORTS
EAGL TECHNOLOGIES
EARTHWALK COMMUNICATIONS, INC
EASY TEMPO INC. DBA SOUND MACHINE
EATON
EBUYNOW (MOTO360)
ECO STYLE
ECOPOST
ECOPRINTQ
ECS
EDGE MEMORY
EDGECORE
EDIMAX COMPUTER COMPANY
EDU PARTS
EDU SCAPE
EDUCATIONAL COLLABORATORS, LLC
EDUSCAPE PARTNERS, LLC
EERO LLC
EFFICIENT IP
EJ-TECHNOLOGIES GMBH
EKAHAI, INC
ELECTRO-WISE DALLSA INC. DBA: EWD
SOLUTIONS
ELECTRONIC ARTS
ELECTRONIC ARTS INC.
ELEGANT ACQUISITIONS LLC
ELISITY
ELITE GROUP (ECS)
ELITE SCREENS
ELMO
ELO TOUCHSYSTEMS
ELORA
ELSIGHT
EMATHSMASER LTD.
EMBARCADERO TECHNOLOGIES, INC.
EMBEDDED WORKS CORPORATION
EMBRAVA PTY LTD.
EMC
EMERGE TECHNOLOGIES, INC
EMERSON
EMK ENTERPRISES LLC. DBA AMPLETECH
REFRESH
EMMECO INC
EMTEC
ENCORE NETWORKS
ENET SOLUTIONS, INC.
ENGENIUS TECHNOLOGIES
ENGINEERED NETWORK SYSTEMS, INC.
ENMOTUS
ENOVATEIT
ENTHEC
ENTRUST
ENVOY DATA CORP.
EOL DISTRIBUTION LLC
EPIC.IO
EPOS USA. INC
EPRINTIT
EPSON
EREPLCMENT
ERGOGUYS - STRATEGIC
ERGOGUYS LLC
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ERWIN	GAMA WORLD TECHNOLOGIES INC	HITACHI	INFINITE GROUP, INC.
ESENTIRE	GAMBER JOHNSON	HITACHI BIOMETRICS	INFINITE STUDIO
ESET LLC	GAMBER-JOHNSON DBA PREMIER MOUNTS	HITACHIGLB	INFIO
ESKER INC	GARLAND TECHNOLOGY LLC	HIVEIO INC.	INFOBOX
ESPER.IO	GARNER PRODUCTS, INC.	HMD TECH SARL	INFOCASE INC
EVERBRIDGE	GARRETT SECURITY	HOBİ INTERNATIONAL INC	INFORMA SOFTWARE
EVERFOCUS ELECTRONICS	GCIG INC.	HOMEEXCEPT	INFORMATICA LLC
EVERKI USA, INC.	GENETEC, INC.	HONEYWELL	INFOTREND TECHNOLOGY
EVERTEK COMPUTER CORPORATION	GENUTEC LLC	HORNET SECURITY	INFOVISTA CORP.
EVOLIS - STRATEGIC	GEORGEJON INC.	HOUSHTEC, LLC DBA DISTINOW (ESD)	INFRASCALE INC
EVOLIS INC	GET SCW (SECURITY CAMERA WAREHOUSE)	HOVMAND A/S	INGRAM MICRO
EVOLUENT LLC	GETAC INC.	HOWARD INDUSTRIES	INLAND PRODUCTS INC.
EVS INTERACTIVE, INC. DBA REDYREF INTERACTIVE KIOSKS	GETWIRELESS LLC	HOWARD MED	INNODISK USA CORPORATION
EXABLAZE	GFI SOFTWARE	HP ENT	INNOVATIVE OFFICE
EXABLOX	GIGABYTE	HP INC	INNOVATIVE VIDEO TECHNOLOGY, DBA INVIDTECH
EXORVISION, INC	GIRBAU NORTH AMERICA, INC..	HRB DIGITAL LLC	INSEEGO NORTH AMERICA, LLC
EXPLAIN EVERYTHING SALES, INC.	GLACIER COMPUTER LLC	HSM OF AMERICA LLC	INSIGHT
EXPORTTEK INC	GLASSWALL SOLUTIONS	HTC	INSIGHT DIRECT USA INC.
EXTREME NW	GLOBAL CELLULAR	HTM-TECH, INC DBA VERTAGEAR	INSPIRED ELEARNING
EZVIZ INC	GLOBAL KNOWLEDGE TRAINING LLC	HUB SECURITY	INSTORESCREEN LLC
	GLOBAL SCANNING AMERICAS (MD) INC.	HUBBELL INCORPORATED	INTEGRA
	GLOBAL SILICON ELECTRONICS, INC. DBA BUSLINK MEDIA	HUBX LLC	INTEGRA OPTICS, INC.
F5 NETWORKS	GLOBAL TECHNOLOGY SYSTEMS, INC.	HUMANETICS II, LTD	INTEGRAL SOLUTIONS GROUP
FABCON, INC.	GLOWFORGE	HUMANSCALE CORPORATION	INTEGRATION TECHNOLOGIES GROUP, INC.
FACEBOOK TECHNOLOGIES LLC	GM 3DCONXN	HYFIN	INTEL
FACEBOOK, INC	GM 3M	HYPER MICROSYSTEMS INC	INTELLIGENT COMPUTER SOLUTIONS
FACTION GROUP LLC	GO-BOX LLC	HYPERION	INTENDA
FANTASIA TRADING LLC	GOGUARDIAN	HYPERKIN INC.	INTENT INTERNATIONAL INC
FANTEM TECHNOLOGIES (SHENZHEN) CO. LTD.	GOLAMPS	HYPERSIGN DIGITAL SIGNAGE	INTERACTIVE MEDIA CORPORATION DBA KANGURU SOLUTIONS
FARONICS	GOLDSEAL SONUS	HYPERSOCKET SOFTWARE LIMITED	INTERMEC CORPORATION
FASTPASS CORP	GOOD ACCESS	HYPERTEC	INTERTECH TRADING CORPORATION
FATPIPE NETWORKS INC	GOOGLE	HYPR CORP	INTRACOM USA, INC.
FAXBACK, INC.	GOSECURE INC.	HYUNDAI	INTUIT
FEITIAN	GOTENNA, INC.	HYVE SOLUTIONS EUROPE LIMITED	INVICTI SECURITY CORP.
FEITIAN TECHNOLOGIES US, INC.	GOVRED TECHNOLOGY INC		INVITRIX
FELLOWES	GRADIENT CYBER	I/O MAGIC	IOGEAR
FHOOSH INC.	GRAID TECHNOLOGIES	I-BLASON	IOTECH
FIBERLIGHT	GRANDSTREAM NETWORKS, INC	I-TEC TECHNOLOGIES	IOTECHA
FIDELIS CYBERSECURITY INC. C/O LSQ FUNDING	GRANITE TELECOMMUNICATIONS	IA.CONNECTS	IP TRADE
FILEMAKER	GREEN CLOUD TECHNOLOGIES LLC	IBM	IPASS
FILEWAVE USA, INC	GREENLIGHT IOT	IBOSS	IPEARL INC
FINISAR	GRIDLESS	ICONTRON NETWORKS INC.	IPSWITCH
FIREEYE	GRIFFIN TH	ICS-JMR	IQPM AR DATA
FIREFLY COMPUTERS, LLC	GRIFFITI, LLC	ID TECH	IROBOT CORPORATION
FIREMON	GROUND LABS	IDEAMAPPER INC	IRON BOW
FIRST MOBILE TECHNOLOGIES	GROUNDCONT	IDEE	ISI TELEMAGEMENT SOLUTIONS, LLC
FISCHER INTERNATIONAL SYSTEMS	GRYPHN CORPORATION DBA ARMORTEXT	IDENTIV, INC	ISTARUSA INC.
FISHTREE	GRYPHON ONLINE SAFETY, INC.	IDERA, INC.	ISTORAGE LIMITED
FITBIT	GUIDANCE SOFTWARE INC	IDEUM, INC.	ITERNITY
FIVE9 INC.	GUMDROP CASES	IDM COMPUTER SOLUTIONS, INC.	IVALU8
FIXMESTICK TECHNOLOGIES INC	GUYSON CORPORATION OF U.S.A	IEI TECHNOLOGY USA CORP.	IVALUA
FLEETSMITH, INC	GVISION USA INC	IGEL TECHNOLOGY	IVANTI
FLEXISPOT	GYRATION	IKAN	IXSYSTEMS, INC
FLUENCY SECURITY		IKEY	
FORCEPOINT		ILG	
FORENSIT LTD	HAIVISION MCS	ILLUMINARI	J2 CONSENSUS EFAX
FORESCOUT TECHNOLOGIES	HAIVISION NETWORK VIDEO INC	IMAGEWARE SYSTEMS, INC	J5CREATE / KAJJET
FORESEESON CUSTOM DISPLAYS	HALL TECHNOLOGIES	IMAGICLE	JACO
FORMAX, A DIVISION OF BESCOP, INC	HATCHING INTERNATIONAL B.V.	IMAGINARY PEOPLE	JAMF
FORNETIX	HAUPPAUGE	IMAGINGO	JAR SYSTEMS, LLC
FORTINET	HAVIS	IMPACT PRINTING AND GRAPHICS, LTD	JCPAL
FOX Fury, LLC	HCI	IMPARTNER	JEFA TECH, INC
FOXIT CORPORATION	HEALENT	IMPERO	JELCO, INC.
FOXIT SOFTWARE INCORPORATED	HEALTHPOSTURES LLC	IMPERVA	JEM ACCESSORIES
FRANCINE COLLECTIONS	HEARTLAND PAYMENT SYSTEMS, INC	IN FOCUS	JETBRAINS AMERICAS INC.
FRANKLIN WIRELESS	HECKLER	IN WIN DEVELOPMENT	JK IMAGING LTD
FRONTLINE TECHNOLOGIES GROUP LLC	HEDVIG	INCASE-STRATEGIC	JLAB AUDIO
FUDO SECURITY	HELP/SYSTEMS LLC	INCIPIO	JMC GLOBAL TECHNOLOGIES I, L.P.
FUJI FILM	HERITAGE TRAVELWARE, LTD	INCISIVE SOFTWARE	JO-RO MANUFACTURING COMPANY LTD.
FUJITSU	HD MEDICAL INC	IND WEAPON	JOBSITE TECHNOLOGY GROUP
FUJITSU LA	HID CORPORATION	INDEED	JPL TELECOM HOLDINGS, LLC
FURMAN SOUND	HIGH POINT TECHNOLOGIES	INDENI	JR THERMAL
FUSIONCHARTS, INC	HIGHER GROUND GEAR	INDEPENDENCE IT	JUCIED
FYBR		INDIE HEALTH LLC	JUNIPER NETWORKS



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KANG YANG INTERNATIONAL CO. LTD.	LOGICALIS INC	MMF POS	NOBLE SEC
KANO COMPUTING LTD	LOGICMONITOR INC	MOBIL TRACKR	NODEWEAVER
KANTEK INC.	LOGICUBE, INC.	MOBILE DEMAND, LC	NOKIA
KASERNET INC.	LOGITECH	MOBILE INTERNATIONAL INC	NOLO - STRATEGIC
KCPAL	LOREX CORP.	MOBILE MARK, INC.	NONSTOCK MISC VENDOR
KENSINGTON	LOWRY HOLDING CO	MOBILE TECH/ARMORACTIVE	NORTEK SECURITY & CONTROL LLC
KEONN	LU INTERACTIVE	MOBISYSTEMS INC	NOVASTOR CORPORATION
KERIO	LUBRIZOL ADVANCED MATERIALS, INC.	MOHAWK USA	NOW MICRO
KEY SOURCE INTERNATIONAL	LUTRON ELECTRONICS CO., INC.	MOLEX	NSION TECHNOLOGIES
KEYOVATION, LLC	LUXUL	MONOPRICE	NSX TECHNOLOGIES INC DBA ANYWHERE CART
KEYSIGHT	LYNX TECHNOLOGY PARTNERS	MONNIT	NTERONE CORPORATION
KHLANDSBG	LYVE CLOUD	MOONWALK	NUMONIX, LLC
KINCAID IT		MOORECO, INC.	NUPOST
KINESIS CORPORATION	M360DEGREES	MORE DIRECT	NUREVA
KINGSTON	M-S CASH DRAWER CORPORATION	MORPHEUS DATA, LLC	NUTANIX
KLAXOON	MADCATZ	MOTOROLA	NUWAVE
KOAMTAC, INC.	MAGIX SOFTWARE GMBH	MOVAVI SOFTWARE INC.	NVIDIA
KODAK	MAILSTORE SOFTWARE GMBH	MSI	
KOFAX	MAINPINE, INC.	MTA MOVING	OBJECT FIRST
KOM SOFTWARE INC.	MAKE-SENSE	MULTITECH SYSTEMS	OBSERVINT TECHNOLOGIES INC
KOMPRISE, INC.	MAKERBOT	MULTPLX	OCEAN INC
KONAMI DIGITAL ENTERTAINMENT	MAKER'S EMPIRE	MURATEC	OKIDATA
KONFTEL	MAKITO USA, INC	MUSEUM	OMNICHARGE
KONICA MINOLTA	MALWAREBYTES	MUTALINK	OMNI SYSTEMS
KONICA-STRATEGIC	MAN & MACHINE, INC.	MUTARE SOFTWARE	OMNIVEX
KORE.AI	MANDOE MEDIA	MXL	ONAPSIS
KORE DESIGN LLC	MANHATTAN - STRATEGIC	MY VIRTUAL BENCH	ONE ID
KRAMER ELECTRONICS	MARABU NORTH AMERICA LP	MYRICOM	ONE STOP SYSTEMS, INC
KUTIR	MARKETS AND MARKETS		ONE WORLD TOUCH, LLC
KYOCERA	MARSHALL ELECTRONICS	N1 CRITICAL TECHNOLOGIES, INC.	ONESTREAM
KYOCERA MITA	MASON AMERICA	NAGIOS	ONGUARD SYSTEMS
	MATERIALISE USA LLC	NANONATION	ONVIEW
	MATROX	NANOV	ONYX GRAPHICS INC
L SQUARED DIGITAL SIGNAGE	MATTEL INC	NATIONAL PRODUCTS	OPEN-E
LA CIE	MAX INTERACTIVE INC.	NAVORI INC.	OPEN TEXT
LABTECH	MBM TRADING INC	NCP ENGINEERING INC	OPENGEAR
LANDAIRSEA SYSTEMS, INC	MBX	NEC	OPMANTEK
LANDSBERG / REMAN	MDI INC DBA TAG TECHNOLOGY	NEKTOVA GROUP LLC	OPSWAT
LANIER	MEDALLIA	NELSON-MILLER INC.	OPTICON, INC.
LANTRONIX	MEDIATECH, INC.	NERDIO, INC.	OPTOMA
LAPLINK.COM	MEDIGATE	NESA	ORACLE
LARSON PACKAGING COMPANY LLC	MEGAPORT	NEST	ORBIC
LASTLINE, INC.	MEGH COMPUTING	NETALLY	ORDR, INC.
LAUNCH PAD	MELLANOX	NETAPP	ORESUS INC
LAVA COMP	MEMORY EXPRESS	NETGEAR	ORIONVM INC.
LAW TOOL BOX	MENLO SECURITY	NETI	ORTRONICS
LAWSON SCREEN & DIGITAL PRODUCTS, INC.	MERCURY	NETIS SYSTEMS USA CORP.	OTHER WORLD COMPUTING, INC.
LD SMART	MERIDIAN TECHNOLOGIES INC	NETKILLER	OTTERBOX
LEARN21	MERIDIAN ZERO DEGREES, LLC	NETLIST, INC.	OVERLAND
LEGACY INTERACTIVE, INC.	MERKURY INNOVATIONS LLC	NETMOTION SOFTWARE, INC.	
LEGRAND DATA	MATTERPORT	NETOP TECH INC.	PACKAGING STRATEGIES, INC
LEICA	META COMPANY	NEUVECTOR	PAESSLER GMBH
LENOVO	METADOT CORPORATION	NEVERWARE, INC	PALMER DIGITAL GROUP
LEPIDE SOFTWARE PVT LTD	METEOR EDUCATION LLC	NEW DREAM	PALO ALTO NETWORKS
LET'S GEL, INC.	METRO BUSINESS SYSTEMS, INC.	NEW IN BLUE	PANASONIC
LEXAR	METROPOLITAN VACUUM CLEANER CO., INC.	NEW RELIC	PANDA DISTRIBUTION, INC.
LEXMARK	METTLER TOLEDO, LLC	NEWELL RUBBERMAID, SANFORD L.P.	PANDUIT
LG	MICRO MICR CORPORATION	NEWLINE INTERACTIVE, INC	PANNIN TECHNOLOGIES, LLC
LIEBERT	MICRO SOLUTIONS ENTERPRISES	NEXENTA	PANORAMA ANTENNAS, INC.
LIFESIZE COMMUNICATIONS, INC	MICRO STRATEGIES	NEXLINK COMMUNICATIONS LLC	PANZERGLASS
LIFI LABS	MICRON	NEXT DLP	PARA SYSTEMS INC.
LIGHTSPEED	MICROPAC TECHNOLOGIES, INC.	NEXTIVA	PARABLUE
LIMINEX INC.	MICROSEMI	NGINX	PARAGON FURNITURE, INC
LIND ELECTRONIC DESI	MICROSOFT	NIAGARA NETWORKS	PARAGON SOFTWARE GROUP CORP
LINEARFLUX USA INCORPORATED	MILESTONE AV TECHNOLOGIES	NICE SYSTEMS INC	PARALLELS
LINKLABS	MILESTONE SYSTEMS	NICELABEL AMERICAS, INC.	PARK PLACE TECHNOLOGIES LLC
LINKSYS	MILLENIUM RETAIL SOLUTIONS DBA CRIMSON	NIMBLE	PARSEC TECHNOLOGIES, INC.
LIQID INC	MIMO DISPLAY LLC DBA MIMO	NIMBUS DATA INC	PARTPOINT INC
LIQUID PC	MINIO	NINEYARDS	PATCH MY PC LLC
LISTEN INNOVATION INC.	MITEL NETWORKS	NINJIO	PATRIOT
LIVETILES CORP.	MK1 STUDIO	NINJAONE	PAYPAL
LOADBALANCER.ORG, INC.	MOBILE EDG	NINTENDO OF AMERICA	PC MATIC INC (DS)
LOCKNCHARGE TECHNOLOGIES, LLC	MOLEX	NINTENDO OF AMERICA INC.	PCTEL, INC.

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PEAK-RYZEX, INC.	QUALITY COMPUTER ACCESSORIES INC.	RUCKUS	SIERRA CIRCUIT REPAIR, INC
PEERLESS AV	QUALYS, INC	RUGGED PROTECTION, INC.	SIERRA WIRELESS
PEGASUS LOGISTICS GROUP, INC.	QUAM NICHOLS COMPANY	RUN.AI	SIGNAGELIVE, INC
PELSUE	QUANMAX USA INC		SIIG
PERFECT FIT TECHNOLOGIES, INC	QUANTA	SACO ENTERPRISES INC. DBA PACTECH	SIKLU
PERIMETER 81	QUANTUM	SAFE SOFTWARE INC	SIMEON CLOUD
PHILIPS	QUARK INC	SAFETY VISION	SIMPLIFI
PHOENICS ELECTRONICS CORPORATION	QUATRRO	SAHARA PRESENTATION SYSTEMS INC. DBA CLEVERTOUCH	SK HYNIX
PHOOZY	QUICK QUALITY CABINETS	SAILPOINT	SKYEBROWSE
PHUNWARE	QUICKEN INC	SALAMANDER	SILICOM CONNECTIVITY SOLUTIONS
PHYBRIDGE INC	QUICKET SOLUTIONS	SAMSONITE	SILICON POWER
PICA8, INC	QUOTIENT, INC.	SAMSUNG	SILVERSKY, INC.
PING HD, LLC	QUMU	SANDISK	SIMPLY NUC, LLC
PING IDENTITY	QUNIFI LIMITED	SANGOMA	SINGLEWIRE
PIONEER		SANMINA	SIOS TECHNOLOGY CORP.
PIVOT TECHNOLOGY SERVICES CORP.	RACKMOUNT	SANS DIGITAL	SIPPIO
PIVOT3	RACKSOLUTIONS INC	SANYO DENKI AMERICA, INC.	SIXGILL
PIVOTAL SOFTWARE INC	RADAPTIVE	SAP AMERICA	SIYATA MOBILE
PLANAR	RADIO IP	SAPIEN TECHNOLOGIES, INC.	SKB CASES - STRATEGIC
PLAYSEAT	RADWARE	SATECHI	SKETCH
PLDS USA INC	RAIN DESIGN - STRATEGIC	SATO	SKYHIGH SECURITY
PLIOPS	RAM MOUNTS	SAVANT TECHNOLOGIES LLC, DBA GE LIGHTING, A SAVANT COMPANY	SKYKICK
PLIXER LLC	RANGEFORCE	SAVIN	SKYKIT
PLUG-IN STORAGE SYSTEMS, INC	RAPIDDEPLOY INC	SAVIYNT	SKYTECH USA LLC
PLUGABLE TECHNOLOGIES	RAPTOR BLASTING SYSTEMS LLC	SCALA	SLASHNEXT
PLUMGRID, INC.	RARITAN	SCALE COMPUTING	SMART TECHNOLOGIES
PLUS TECHNOLOGIES, LLC	RAYCOP NORTH AMERICA INC	SCALEFLUX	SMARTAVI
PNY	RAYMOND & LAE ENGINEERING, INC.	SCANTRON CORPORATION	SMARTOPTIC
PODIUM DATA INC	RAZER	SCHEDMD	SMK LINK
POLARIS DEVELOPMENT CORP.	READYDOCK, INC. DBA ICLEANSE	SCIENTIA ANALYTICS LLC	SNAPT
POLARITY.IO, INC.	REALDEFENCE LLC	SCIENCE LOGIC	SNX/MFR PC RETURNS / REMAN
POS	REALVNC LTD	SCM MICRO	SOC PRIME
POSDATA, INC., A DIVISION OF CONTROL SOLUTIONS, INC.	RECAST SOFTWARE, INC.	SCOOTER SOFTWARE INC	SOCIAL SAFEGUARD INC
POSIFLEX	RECIPROCITY	SCOPESTACK	SOCKET COMMUNICATIONS
POSTURITE LTD.	RECORDEX MANUFACTURING, INC.	SCORE VISION	SOCKET MOBILE
PRADEO	RED GATE SOFTWARE LTD	SCREENBEAM INC.	SOFTLAYER TECHNOLOGIES, INC
PRECISION DYNAMICS CORPORATION	RED HAT	SEAGATE	SOFTWARE & PERIPHERALS
PRECISION MOUNTING TECHNOLOGIES LTD.	RED LION CONTROLS, INC	SEAGULLSCIENTIFIC	SOFTWARE AG
PREMIER S & P, LLC	REDSKY TECHNOLOGIES	SEAL SHIELD	SOHNEN ENTERPRISES, INC.
PREMIUM COMPATIBLES	REDWOLF SECURITY	SECLORE	SOLARFLARE COMMUNICATIONS, INC.
PRESTIGE INTERNATIONAL, INC.	RELAUNCH AGGREGATOR	SECPOD LTD PVT	SOLARWINDS
PRETON LTD.	REMAGO	SECTRIO	SOLE SOURCE TECHNOLOGY, LLC
PRINT FINISHING SOLUTIONS	REMARKETED	SECULORE SOLUTIONS, LLC	SOLITON SYSTEMS
PRINT MANAGER COMPANY	RESPOND SOFTWARE	SECUREDATA, INC.	SONIC FOUNDRY INC.
PRINTEK	RETROSPECT, INC.	SECURELOGIX CORPORATION	SONICWALL
PRINTERLOGIC	REVEALD	SECURITY CAMERA WAREHOUSE	SONNET TECHNOLOGIES
PRINTIX.NET APS	REVOLUTION ACOUSTICS	SECURITY COVERAGE, INC	SONOS
PRINTRONIX	RFID-STRATEGIC	SECURITY STUDIO	SONY
PRIVAFY	RGB SPECTRUM	SEGUE CORPORATION	SOPHOS
PRIVATIZEME, LLC	RGNETS	SEGWAY INC	SOTEL SYSTEMS, LLC
PRIVORO, LLC	RH BUSINESS TRADING LLC	SEH TECHNOLOGY, INC.	SOTER TECHNOLOGIES LLC
PRO-COM PRODUCTS, INC. / WOCF LLC.	RHINO HEALTH	SEIKO	SOUND SECURE
PROCESSBOLT INC	RIBBON COMMUNICATIONS	SEISMIC LLC	SOURCE TCH
PROCURRI LLC	RICHWOODS TECHNOLOGY	SEMOTUS	SOURCING
PROGRESS SOFTWARE	RIGADO	SENCHA INC.	SP CONTROLS, INC.
PROHAWK	RING CENTRAL-RAW MATERIAL	SENCOR EUROPE, SPOL. S.R.O.	SPA, LLC
PROPRIETARY INNOVATION LABS INC	RING CENTRAL, INC	SENGLED USA INC	SPACEPOLE INC.
PROTEC SCIENTIFIC	RING, LLC	SENNHEISER	SPARKLE POWER
PROTECT COMPUTER	RISO-STRATEGIC	SENTINEL TECHNOLOGIES, INC	SPECOPS SOFTWARE USA INC
PRODUCTS INC.	RITTAL	SENTRY BAY	SPECTRIO, LLC
PROLION	RIVERBED	SERVER TECHNOLOGY, INC.	SPECTRUM BUSINESS
PROMISE	RIVERSIDE TECHNOLOGIES, INC.	SERVICE	SPECTRUM CORPORATION
PROOFPOINT	RIVET NETWORKS LLC	SERVICE365	SPICERS PAPER, INC.
PROXIMITY SYSTEMS, INC	ROBERT BOSCH TOOL CORPORATION	SERVICEPOINT365, LLC	SPIRENT
PTC, INC.	ROCKETBOT	SHAPE SECURITY, INC.	SPK AND ASSOCIATES
PULSE SECURE	ROCKPORT NETWORKS	SHAREGATE GROUP INC	SPK RESOURCE
PUPPET LABS, INC	ROCKSTAR GAMES	SHAREPOINTXPERTS, LLC	SPOTIFY USA INC.
PURPLE WIFI LTD	ROCSTORAGE INC.	SHARP	SPRACHT PRODUCTS
PYRAMID TIME - STRATEGIC	ROKU, INC	SCHNEIDER ELECTRIC	SPRINT
	ROOFTOP	SHUTTLE COMPUTER INT	SPRINXLE
	ROSE ELECTRONICS	SIBLINGS INVESTMENT INC., DBA VANTEC THERMAL TECHNOLOGIES	SQUARE ENIX INC
Q6 INTELLIGENCE, LLC	RSA	SIC SALES & MARKETING INC	SQUARE INC.
QNAP	RSTAR		SSH COMMUNICATIONS SECURITY, INC.
QOMO LLC	RT SALES, INC.		ST CYBERLINK CORP DBA GLOBAL PC DIRECT



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STARWIND
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STEMFUSE
STIRLING COMMUNICATION SUPPLY
STM BAGS, LLC
STORAGE MEDIA & SUPPLIES
STORAGECRAFT TECHNOLOGY CORP
STORMAGIC
STRATEGIC INTERESTS
STRATEGIC SOURCING
STRATOZEN
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SUMMA AMERICA LLC
SUMOLOGIC
SUNBRITETV, LLC
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SUPERMICRO
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SURE PEOPLE
SUSE
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SYBA MULTIMEDIA INC
SYBASE
SYMBOL SECURITY
SYNACOR, INC.
SYNAMI LIMITED
SYNERGY SKY
SYNNEX CANADA LTD
SYNNEX CLEARANCE CENTER / REMAN
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SYNNEX CORPORATION
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SYNNEX GOLDSEAL SERVICES
SYNNEX GOLDSEAL SUPPORT SERVICES
SYNNEX INFORMATION TECH
SYNNEX LOGISTICS
SYNNEX MARKETING
SYNNEX NOC SERVICES
SYNNEX ONSITE SERVICES
SYNNEX SERVICE
SYNNEX SOLUTIONS GROUP
SYNNEX TRAINING SERVICES
SYNNEX TRAINING VOUCHER SERVICES
SYNNEX WW VENDOR GROUP
SYNNEX-WCC SUPPLY CHAIN SERVICES
SYNITI
SYNOLOGY
SYNTELA CONFERENCING
SYSDIG
SYSTIUM TECHNOLOGIES
SYSTRAN SOFTWARE INC.

TAA PRODUCTS
TAG GLOBAL SYSTEMS LLC
TAKE TWO
TAKE-TWO INTERACTIVE SOFTWARE, INC.
TALENT GRANT TECHNOLOGY INC.
TALK-A-PHONE CO
TAMR
TANDESA LLC
TANGENT COMPUTER INC
TAOGLAS USA INC.
TARGUS
TCPWAVE, INC

TD SOURCING
TE CONNECTIVITY
TEAM ONE NETWORKING, INC
TEAM RESEARCH INC.
TEAMFUSION, INC.
TEAMSABLE POS, INC.
TEC LIGHTING INC.
TECH DEFENDERS
TECHNOMAD
TEKLYNX SOFTWARE
TEKNIKOS INC
TELEDYNAMIC
TELEPOCH LTD
TEMPEST LIGHTING, INC.
TENERGY CORPORATION
TERADICI
TES AMERICA, LLC
TEXTHELP INC.
TG3 ELECTRONICS INC
TGRMN SOFTWARE
THALES ESECURITY
THE DIGITAL DECISION
THE ELEVATOR CHANNEL DBA 11 GIRAFFES
THE JOY FACTORY
THE OLANDER COMPANY, INC.
THERMALTAKE TECHNOLOGIES
THETA LAKE
THING TECH
THINKOWL
THINKPARQ GMBH
THINKWRITE TECHNOLOGIES LLC
THINPRINT
THOMAS REGOUT
THREATQUOTIENT INC
THRONMAX
THUNDER NSI
TIBCO SOFTWARE
TIDEBREAK, INC
TIGER-VAC INTERNATIONAL, INC
TINES SECURITY SERVICES LTD
TJ COMMUNICATIONS, INC. DBA TITAN RADIO
TMAX DIGITAL INC.
TMOBILE
TMS
TOKENEX INC.
TONE COMMANDER
TOOL4EVER
TOOLS4EVER
TOOLFARM.COM, INC
TOOLS FOR SCHOOLS
TOP TECH CLOCKS
TOSHIBA
TOTOWA SYSTEMS, INC.
TP-LINK USA CORPORATION
TRACEWELL SYSTEMS, INC
TRAINING PALO ALTO
TRANSCEND
TRANSPORTATION MANAGEMENT SERVICES, INC
TREMOLLO SECURITY, INC
TRENDMICRO
TRENDNET
TRIPP LITE
TRIPWIRE INC
TRNSTON NW
TROY GROUP
TRUCE SOFTWARE
TRUSTED KNIGHT
TRYTEN - STRATEGIC
TSITOUCH
TSSLINK INC
TUFIN
TURING
TURING VIDEO
TWISTLOCK, INC
TYAN COMPUTER CORP
TYCON SYSTEMS, INC

U.S.GAMES DISTRIBUTION, INC
UBI SOFT ENTERTAINMENT
UBIX
UBZL
UC WORKSPACE
ULINE
UNAVIS LLC
UNBW
UNC GROUP
UNCOMMONX
UNDEFINED VENDORS
UNDER ARMOUR
UNIDOC HEALTH SOLUTIONS
UNIFORM INDUSTRIAL CORP.
UNIMAX
UNITECH
UNITED DGI
UNITED STATES LUGGAGE LLC
UNITRENDS
UPSHOW
URBAN ARMOR GEAR
USA VISION SYSTEMS, INC.
UTIMACO INC
UVNETWORKS

V3GATE, LLC
V5 SYSTEMS, INC.
VADE / MTA MOVING
VADE SECURE, INC.
VALCOM
VALIDSOFT
VANDER-BENDMANUFACTURING LLC
VARIDESK
VARONIS SYSTEMS
VAULT
VCE
VCOM INTERNATIONAL MEDIA CORP
VDO360 LLC
VECTRA NETWORKS, INC
VEEAM
VEEONE HEALTH
VELOCLOUD NETWORKS LLC
VENTURA TECH GROUP INC.
VERACITY USA, INC.
VERBATIM
VERITAS
VERIZON
VERSA NETWORKS
VERTIV
VG RUSH CORPORATION
VIAAS, INC.
VIAVI SOLUTIONS
VICTORINIX
VIEWSONIC
VIKING COMPUTER PARTS
VIMEO
VINPOWER
VIPRE SECURITY
VIRCOM INC
VIRSAE
VIRTANA
VISION
VISIONEER
VISIONTEK
VISTA IT GROUP
VISUAL LABS
VIVACITY TECH PBC
VIVINT, INC.
VIVOTEK
VIZETTO
VIZIFLEX SEELS INC
VIZIO
VMRAY
VMWARE
VONAGE
VORP ENERGY, LLC
VOTIRO

VU RYTE , INC.
VUZIX CORPORATION
VWR INTERNATIONAL LLC
VLX INSTR
VYAPAY
VZBLTY

WAITTIME
WALLBOARD
WANDERA
WARNER BROTHERS
WASABI
WASP TECH
WATCHGUARD
WEBROOT SW
WEBWORKS
WEIRDWARE VENDOR GROUP
WELLBEATS, INC
WENGER BY GROUP III
WESTERN DIGITAL
WESTERNTECHSYSTEMS INC
WEVIDEO
WHISTIC
WHITECANYON SOFTWARE, INC
WHOOOP USA
WIDEPOINT
WILLIAMS SOFTWARE ASSOCIATES
WILSON ELECTRONICS LLC
WIN LONG, USA LLC DBA TITANIUM
TECHNOLOGIES
WIND RIVER SYSTEMS
WINMAGIC
WINSTON INTERNATIONAL LTD.
WIRELESS GUARDIAN, INC.
WIREMOLD/LEGRAND
WITFOO INC.
WOLTERS KLUWER HEALTH
WOOTCLOUD
WORKS 360, LLC DBA SPRINXLE
WORKSPOT
WORKWELL TECHNOLOGIES
WOWWEE
WS02
WSTDIGITAL

X RITE
X6D USA INC
XENCELABS
XEROX
X13 CORPORATION
XILINX
XINUOS, INC. DBA UNXIS, INC
XOGO, INC
XR HEALTH
XYZPRINTING, INC

YAGNA IQ INC.
YAMAHA
YEALINK
YUBICO, INC

ZAGG INC.
ZEBRA TECHNOLOGIES
ZEPLIN
ZERIFY
ZEROSPAM
ZETASETT
ZEWA, INC.
ZIMPERIUM
ZOH0 CORPORATION
ZOTAC INTL
ZPE SYSTEMS
ZSCALER
ZVT INC
ZYXEL

EXHIBIT TO RESOLUTION

© 2016 TD SYNEX Corporation. All rights reserved. TD SYNEX, the TD SYNEX Logo, TECH DATA, the TD Logo, SYNEX, and the SYNEX Logo are trademarks or registered trademarks of TD SYNEX Corporation. Weston, Comstor and GoldSeal are registered trademarks of WG Service Inc., used under license. Other names and marks are the property of their respective owners.

Artifact 1

TAB 5 PRODUCTS AND SERVICES

TD SYNnex Corporation is pleased to offer Region 14 Education Service Center (ESC) in partnership with the National Cooperative Purchasing Alliance (NCPA) member agencies access to the entire line of Palo Alto Networks products from the Advanced Technology Solutions cybersecurity category. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is “to be the cyber security partner of choice, protecting our digital way of life.”

As a value-add, TD SYNnex Corporation is also pleased to offer Region 14 ESC in partnership with the NCPA member agencies our proposal of the TD SYNnex full line card of IT manufacturers (enclosed), offering the broadest advanced technology solutions that can be purchased in entirety using the NCPA contract without having to utilize multiple contracts to meet their technology needs.

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 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.

Palo Alto Networks Product Warranty and Hardware Service Model

All Palo Alto Networks products are covered by a 90 day software and 12 month hardware warranty. To take advantage of our warranty related information and updates, we encourage you to register your products through our Palo Alto Networks Support Portal (<https://support.paloaltonetworks.com>). Other details about your software and hardware warranty are outlined below.

Software Warranty

The standard warranty for software is 90 days. During the 90 day warranty period, you are entitled to all software updates (bug fixes, maintenance releases, and feature upgrades) for your particular software product. You can download the software updates through our software update portal embedded in your device web interface, or through our password-protected Palo Alto Networks support web site. You must create an account and register your device for access into the support portal.

Hardware Warranty

The standard warranty for our hardware is 12 months from the date of shipment. This is a 'return and repair' hardware service model. If a Return Merchandise Authorization ("RMA") is required during the 12 month period, we will work with you to confirm the hardware problem and issue an RMA number to be used when you ship the product to Palo Alto Networks.

Hardware Return Procedures

You should obtain a RMA number for the product that you wish to return to us, Palo Alto Networks by contacting Support via telephone or by opening a case with Palo Alto Networks Support. You must ship the product in the original packaging (shipping damage that occurs from insufficient packaging is not covered), record the RMA number on the shipping label, and send the product to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective product. Products will be repaired (or replaced) and shipped within 10 business days from receipt of the defective product by us. We will pay all costs incurred in shipping the repaired or replacement product to you, except that if you are located outside the United States, you will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced product into your country of destination.

Warranty and Service Model Restrictions

- The applicable warranties and Service Model do not apply if the product:
- Has been altered, except by an authorized Palo Alto Networks, Inc.
- Has not been installed, operated, repaired, or maintained in accordance with the instructions supplied by Palo Alto Networks, Inc.
- Has been subjected to unreasonable physical or electrical stress, misuse, negligence, accidental damage, or damage caused by an Act of God.
- Is being used in a different country than where the original purchase or activation occurred.

Other products carry the standard manufacturer's warranty and will vary by vendor.



Letter of Authorization

Date: 11/14/2023

To Whom This May Concern:

This letter is to confirm that TD SYNnex Corporation is an authorized Distributor for all Palo Alto Networks products. They have met all the necessary requirements to purchase Palo Alto Networks products and services.

The Palo Alto Network Reseller network can use multiple purchasing paths, including direct or through a distributor or service provider.

For verification purposes, the following information may be used and/or contacted:

Point of Contact Name:	<u>Lauren Aloway</u>
Point of Contact Mailing Address:	<u>3000 Tannery Way Santa Clara, CA 95054</u>
Point of Contact Phone Number:	<u>408-941-3782</u>
Point of Contact Email:	<u>laloway@paloaltonetworks.com</u>

If you have any questions regarding our partnership, please contact the above listed Point of Contact.

Sincerely,

lauren aloway

Name: Lauren Aloway
Title: Sr. GTM Manager – Public Sector Contracts

Customer Reference for TD SYNEX Products & Services

Entity Name	Copper River Information Technology
Contact Name and Title	Paul Pflieger, Executive Vice President
City and State	Chantilly, VA
Phone number	703-234-3825
Years Served	2010-Present
Description of Services	Information Technology Consulting and Services
Annual Volume	\$50M

Please provide a brief statement on the description of services:

Copper River IT prides itself on delivering industry-leading performance through the provision of IT products, solutions, and services that leverage our long-standing, elite-level partnerships with top manufacturers, solution providers, and technology experts. Combined with our deep expertise in engineering, systems design, and professional services delivery, Copper River IT is singularly capable of ensuring that the solutions we provide our customers meet their precise requirements. As an end-to-end solution provider, Copper River IT provides clients with a comprehensive range of enterprise services, advanced technology solutions, and acquisition fulfillment

Customer Signature:



Paul Pflieger

Customer Reference for TD SYNnex Products & Services

Entity Name	Logicalis, Inc.
Contact Name and Title	Mike Marchal, GovEd Director
City and State	Tempe, AZ (nationwide coverage)
Phone number	480-346-2314
Years Served	20+ years for distribution, 7+ years contract authorization relationship
Description of Services	Logicalis is a Value Added Reseller and global technology service provider
Annual Volume	\$66M overall; \$1,850,000 NCPA

Please provide a brief statement on the description of services:

As an authorized reseller on TD Synnex’s contracts, Logicalis has made great strides with our customers in closing deals with the utilization of TD Synnex’s procurement contracts, including the NCPA contract. The government and education procurement departments we work with throughout the nation were thrilled to learn that Logicalis can provide products and services through these contracts. The sheer number of available products on these contracts has been extremely beneficial to our customers and meeting the procurement departments’ requirements has been easy. We have had a long-standing relationship with TD Synnex as our preferred distributor, and Logicalis’ more recent utilization of TD Synnex’s contracts has deepened that relationship. Our experience with TD Synnex has been and continues to be superb.

Customer Signature:

X

DocuSigned by:

Michael Marchal

377031E061D9491...

Customer Reference for TD SYNnex Products & Services

Entity Name	Mvation Worldwide Inc.
Contact Name and Title	Gunjan Gupta, President
City and State	Glen Cove, NY
Phone number	6465739719
Years Serviced	7
Description of Services	Hardware, software and integration
Annual Volume	\$10 M

Please provide a brief statement on the description of services:

Mvation is a reseller partner to TD Synnex. They have provided IT Hardware, Software and support services with best-in-class support.

Customer Signature:

X

Customer Reference for TD SYNEX Products & Services

Entity Name	TANCHES GLOBAL MANAGEMENT, INC.
Contact Name and Title	TANAZ CHOUDHURY - PRESIDENT
City and State	HOUSTON, TX
Phone number	(281) 826-2437
Years Serviced	25 years.
Description of Services	Hardware and Software services.
Annual Volume	3 – 5 million dollars

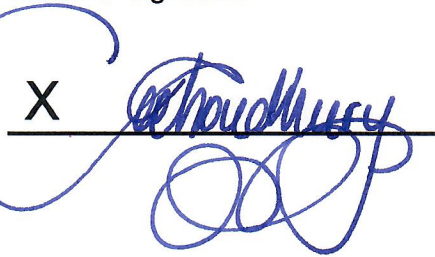
Please provide a brief statement on the description of services:

TanChes is a 25-year-old fully certified State of Texas Corporation. With over 2 decades of experience and expertise in award winning business processes and alignments, we deliver IT excellence to our Clients in the SMB, Commercial, Enterprise and SLED (State/ Local Governments and Education verticals.

At TanChes we deliver solutions to assist with:

- (1) Business Continuity and Disaster Recovery
- (2) Infrastructure Design and Maintenance
- (3) Cybersecurity.

Customer Signature:

X  11/13/2023



Omnia Partners
840 Crescent Center Drive
Suite 600
Franklin, TN 37067

To Whom It May Concern,

SYNNEX is a valued added distributor that supplies both hardware and software OEM vendors. These vendors include vendors such as Acer, Capsa Solutions, Cisco, Extreme Networks, Google, Hewlett Packard Enterprises, HP Inc, Lenovo, Microsoft, and ViewSonic.

Within the last 15 years ITsavvy has made SYNNEX their preferred distribution source. With over \$40M in business that we have done with SYNNEX in 2019, we rely on them for more than just shipping equipment. SYNNEX is a source for support, integration, configuration and services.

GovSolv, within SYNNEX, has provided a high level of expertise in addressing more complex and unique requirements of Federal, State, Local and Educational clients. The contract management team at SYNNEX is superior to any other group that I have worked with; and continues to be best in class.

If I can be of any additional assistance in this reference, please contact me via the information below.

Respectfully

Brian Fields
Senior Director Public Sector



ITsavvy 313 South Rohlwing Road Addison, IL 60101
Tel 630.396.6305 FAX 630.396.6322 bfields@ITsavvy.com www.ITsavvy.com

 | [Spiceworks](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)



Official IT Solutions Provider
of Chicago Fire FC



To whom it may concern:

Crossvale Inc., a Dallas based IT professional services company, has been working with Synnex for over three years.

During that time Crossvale has worked approximately 100 deals in the commercial and SLED space. The type of work we have done together is software product resale and IT Professional Services.

Crossvale has found all the staff at Synnex to be:

- Responsive
- Intelligent
- Agile
- Able to execute
- Flexible

Specifically, in the SLED space Crossvale has leveraged Synnex's TX DIR and NCPA contracts successfully. We found the process to be easy, well documented and fast. The Synnex staff were there to answer any and all questions no matter how basic.

I would recommend Synnex as a valued partner to any company wishing to sell their products or services.

If you'd like to discuss further, I would be pleased to chat over any concerns or questions you might have.

Sincerely,

Conor Brankin

CEO

Crossvale Inc

cbrankin@crossvale.com

Customer Reference for TD SYNEX Products & Services

Entity Name	AATD, LLC
Contact Name and Title	Vernon Putnam, Chairman and President
City and State	San Antonio, Texas
Phone number	844-255-2283, ext 1
Years Serviced	11 years
Description of Services	Software and Hardware
Annual Volume	\$10M +

Please provide a brief statement on the description of services:

On time best price delivery of hardware and software product for resale to the Federal government. On-going support to facilitate business growth via year-round networking and company marketing opportunities. Help and assistance with state and local procurement vehicles. Year-round access to training and introduction to new products to help expand my company's market reach. On-going access to nearly any category and level of expertise needed to close business.

Customer Signature:

X 

Vernon Putnam, Chairman and President
AATD, LLC

Customer Reference for TD SYNnex Products & Services

Entity Name	Essnova Solutions, Inc.
Contact Name and Title	Sridhara Gutti, President
City and State	Birmingham, AL 35203
Phone number	888.405.3189
Years Served	2018 to current date
Description of Services	Infrastructure, cloud, security and other software and hardware products.
Annual Volume	\$500,000 to \$1.5M per year

Please provide a brief statement on the description of services:

At Essnova, we specialize in procuring a diverse range of hardware and software products through our trusted distribution partner, TDSynnex, specifically tailored to meet the unique needs of our federal, SLED (State, Local, and Education), and healthcare customers. Our procurement services focus on sourcing essential technology solutions for these critical sectors, including infrastructure, security, cloud, and specialized healthcare IT products. We understand the stringent requirements and compliance standards that federal agencies, state and local governments, and healthcare providers demand. Leveraging our strong relationship with TDSynnex, we ensure that our customers in these sectors have access to the latest and most reliable products and services. Partner with Essnova to streamline your procurement process and enhance the efficiency and effectiveness of your technology infrastructure.

Customer Signature:

X 

Sridhara Gutti, President

Customer Reference for TD SYNnex Products & Services

Entity Name	Paragon-One Group, LLC
Contact Name and Title	Frederick C. Hines
City and State	Gaithersburg, MD
Phone number	301-466-5716
Years Serviced	7 years
Description of Services	Partner and resell information technology, software, and services
Annual Volume	\$1,200,000

Please provide a brief statement on the description of services:

Paragon-One Group purchases information technology from TD Synnex including computer systems, computer storage, printers, printer supplies, ruggedized laptops, displays, televisions, audio-visual equipment, cables, and backup batteries.

Customer Signature:

X Frederick C. Hines

Frederick C. Hines

Customer Reference for TD SYNEX Products & Services

Entity Name	TKK Electronics, LLC
Contact Name and Title	Juan Hernandez - CEO
City and State	Milwaukee, WI
Phone number	414-290-0585
Years Serviced	17 years
Description of Services	Computer hardware and software reseller
Annual Volume	\$3 Million

Please provide a brief statement on the description of services:

Traditional VAR of computer hardware and software.

Customer Signature:



Juan Hernandez

Customer Reference for TD SYNEX Products & Services

Entity Name RCN Communications LLC DBA RCN Technologies

Contact Name and Title Reed Perryman, Director of Sales

City and State Knoxville, TN

Phone number 865-293-0350

Years Serviced 9

Description of Services RCN provides end to end cellular networking / wireless WAN solutions, services and support to enterprise, SMB and government clients across the US. TD Synnex and their GovSolv division are not only invaluable partners from a fulfillment perspective, but their financing and purchasing contract capabilities have allowed us to win business time and time again over the years.

Annual Volume \$7-8 million

Please provide a brief statement on the description of services:

RCN provides end to end cellular networking / wireless WAN solutions, services and support to enterprise, SMB and government clients across the US. We integrate many 5G/LTE antennas and routers into our own custom products to offer unique, integrated solutions to our customer base that go beyond the scope of traditional wired connections to establish positive business results in the building, the vehicle, and the field.

Customer Signature:

 X Reed Perryman

Nov 16 2023 09:34 EST

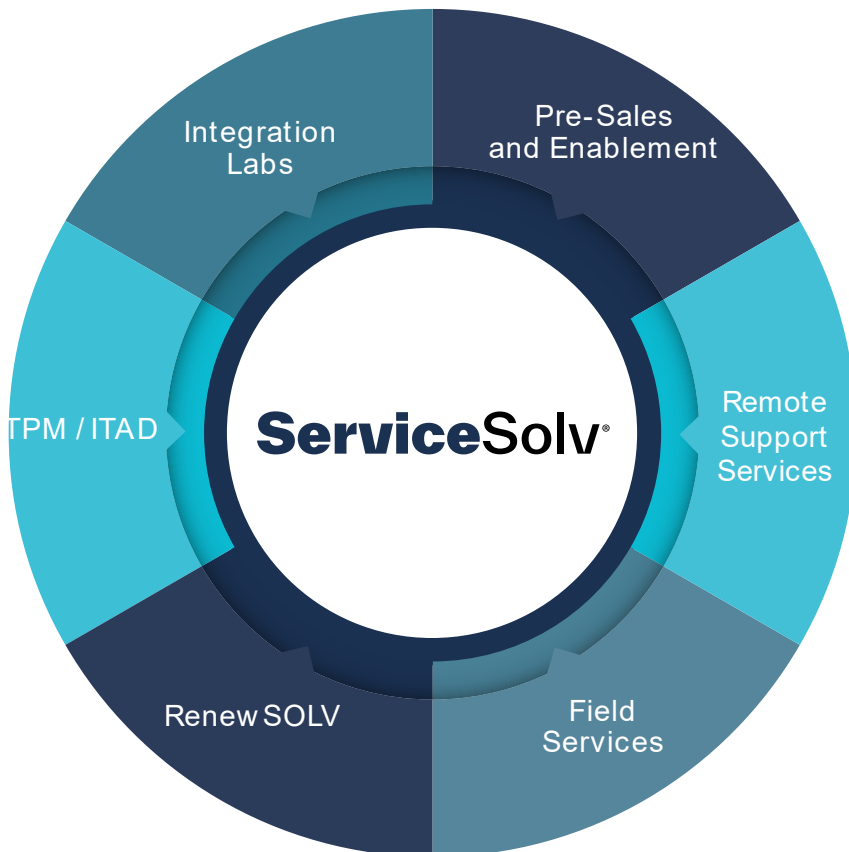
Reed Perryman

ServiceSolv

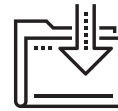
TD SYNnex ServiceSolv: Easy to Buy, Easy to Sell



Complete Lifecycle Services End-to-End Solutions



Partner with TD SYNnex by leveraging our services capabilities giving you access to:



Hundreds of
SME resources
available across
all verticals



Custom
SOWs turned
24-48 hours



Online portal
for services
information



White labeled
resources to sell
under your brand



Global reach
to 180+
countries



Over 1,000 static
SKUs available
for any Zip Code
USA pricing

With a variety of value-added services, TD SYNnex ServiceSolv can help supplement your company's service offerings, skillsets and geographic reach to expand your services portfolio and grow your business.

Pre-Sales Design

- Specific Vendor/ Partner Service Level Agreements SLAs
- Standard Measurement Systems and Metrics
- Vendor Specific Key Performance Indicator KPI
- Cross Sell/ Upsell
- Multi-Vendor Solutions
- Promote Demos / Internal Training
- Technical Certification Management

Pre-Sales Enablement

- Reseller Engaged in Delivering Vendor Programs and Training
- Hosting Webex, Training, Technical Business Development
- Attending Technical Conferences and Partner Meetings
- Vendor Roadmap Planning
- Vendor-Specific KPI
- Proactive Vendor Engagement
- Identify Services for End-to-end Solutions
- Providing Demos for Proof of Value, Hands-On Education, Testing of a Specific Environment

Solution Centers

- Seven locations in the US and Canada
- 175 Solutions Available
- Guided Solutions and Training
- Multi-Vendor Cloud-Enabled Solutions
- Cyber Range Focused on Security

RENEW Solv

- Multi-Vendor, End-To-End Solutions, Provided to Our Partners via an Online Dashboard.
- Continuous and Recurring Pipeline of Warranty and License Opportunities
- Load Your Own Opportunity” Feature
- Weekly Automated Updates and Reminders of Pending Opportunities

Managed Services

- 24x7 Remote Monitoring and Alerting
- Remote Remediation
- Patch Management
- Help Desk Support
- NOC
- SOC

Education

- Public and Private Trainings
- Onsite or Virtual Classes
- Access to:
 - Vendor and IT Certification Training
 - Business Skills Training

Software and Cloud Services

- Consulting, Assessments and Well-Architected Reviews
- Cloud Migration (From On-Premises and Cloud-to-Cloud)
- Cloud Implementation Consulting
- Virtual Desktop Implementation
- Application Development and Modernization
- Artificial Intelligence and Machine Learning
- Automation
- DevOps Consulting (Pipelines, CI/ CD)
- Container Consulting
- Software-defined Networking
- CRM/ ERP Implementation and Integration
- Custom Integrations (Anything-to-Anything)
- Custom Web Development
- Ongoing Support
- Change Management
- Training

Assembly & Configuration

- Custom Hardware Services
 - Client Devices
 - Data Center
 - UCC/ Collaboration
- Imaging and Provisioning
- Software / OS Load
- Valued Added Services
 - Asset Tagging, Labeling, Etching Solutions
 - Bundling, Packaging, Collateral Insertion
 - Burn-In/ Diagnostic Testing
- Staging & Logistics
- Project Management
- Last Mile Delivery
- Testing & Training

ITAD Services

- Asset Buyback
- Data and Physical Destruction
- Recycling

Field Services

- Professional Audio-Visual
- Cabling
- Digital Signage
- Fleet Services
- Telephony
- Point of Sale
- Onsite Installation and Configuration
- Wireless Networking and Site Survey
- Physical Security
- Smart Hands

Professional Services

- Remote Deployment
- Implementation
- Adoption Services and Consultancy
- Health Check and Configuration Audits
- Migrations and Updates
- Project Management
- Data Center Transformation

Annual Maintenance and Warranty Services

- Print
- Data Center
- Compute
- Point-of-Sale

GoldSeal®Support Maintenance Solution

- Product Maintenance Package
- Vendor Authorized OEM Support
- 24/ 7 Technical Support
- Engineered to Site / Hardware Replacement
- Available for:
 - Avaya, IP Office
 - Polycom
 - Palo Alto Networks
 - Ribbon Communications (Sonus)

Security Assessments

- Vulnerability Assessments
- Penetration Testing
- Incident Response and Remediation
- Compliance Readiness
- vCISO

Additional Services

- IOR / EOR
- Staff Augmentation

Grow your business with TD SYNnex ServiceSolv

For more information, contact our team today via email, servicebd@tdsynnex.com or call 877-358-5505, option # 1.

EXHIBIT TO RESOLUTION

ServiceSolv

TD SYNnex Networking Services

With a variety of value-added services, TD SYNnex ServiceSolv can help supplement your company's service offerings, skillsets, flat rate service SKUs, Level 1-4 engineering expertise and geographic reach to expand your services portfolio and grow your business.

Assess, Design, Install, Configure and Manage with TD SYNnex's Networking service offerings:



Wireless Networking

- Complimentary predictive heat maps
- Indoor and Outdoor onsite surveys (active, passive, and post-install verification)
- Cabling
- WAP installation and remote configuration
- Monitoring and support



Router/Switch

- Rack and stack services
- Cabling
- Configuration services
- Remote management and support



5G Networking

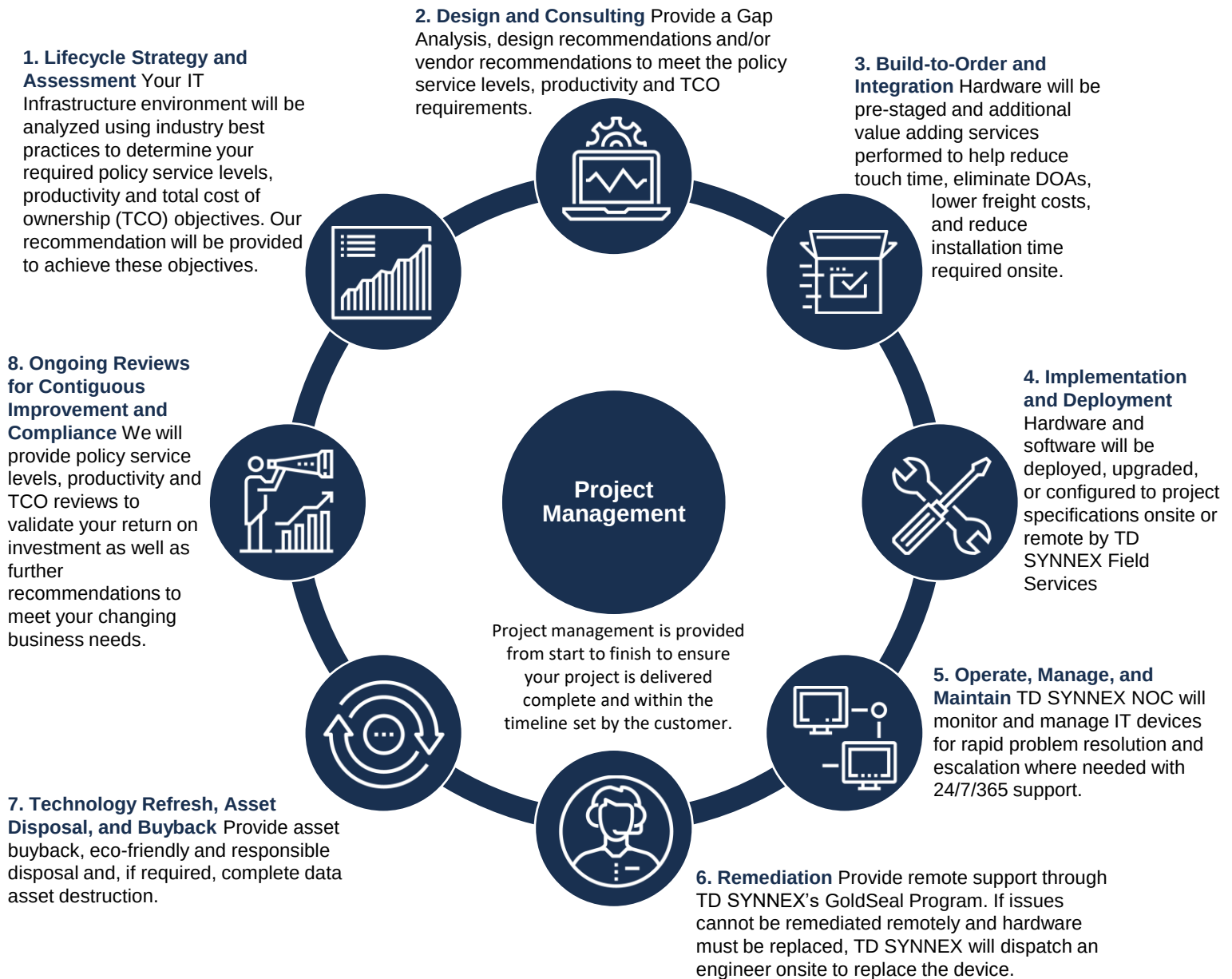
- Indoor/outdoor surveys
- Cellular router installations (in-building and in-vehicle) and management
- Design services
- Implementation services
- Configuration
- Testing
- Monitoring

Grow your business with TD SYNnex ServiceSolv

For more information contact our team today at servicebd@tdsynnex.com

EXHIBIT TO RESOLUTION

The complete life-cycle of a solution



Grow your business with TD SYNEX ServiceSolv

For more information contact our team today at servicebd@tdsynnex.com

EXHIBIT TO RESOLUTION

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state the City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregate, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence and \$300,000 for all claims arising out of the same incident or occurrence for property damage and personal injury; please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT "C"

EXHIBIT "C"

Computers At Work!, Inc.

DBA



www.vTECHio.com

EIN: 31-1758837

PROPOSAL CAWQ41820-01

Quoted: Aug 28, 2026

Expires: Nov 24, 2026

Prepared For:	Ship To:	Presented By:
City of Lake City Phil Adler 218 NW Hilton Avenue Lake City, FL 32055 United States Phone (386) 719-5830 Email adlerp@lcfla.com	City of Lake City Phil Adler 218 NW Hilton Avenue Lake City, FL 32055 United States	Alex Charwin alex.charwin@vtechio.com 850-982-1665 To accept this proposal, sign here and return: Date: _____ Purchase Order #: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.
 ALL SALES ARE FINAL ** 7-day from ship-date return window for items damaged in transit.

Terms: Net 45 Days

Pricing shown reflects current manufacturer rates at the time of this proposal. Per industry-wide manufacturer agreements, a purchase order secures your place in the fulfillment queue but not final pricing, which the manufacturer reserves the right to set at shipment based on market conditions. If we receive notice of pricing changes prior to shipment, we will reach out for your approval and issuance of an updated PO before the order ships.

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	[REDACTED]	[REDACTED]	\$1,280.00	48	\$61,440.00
2	[REDACTED]	[REDACTED]		36	
3	[REDACTED]	[REDACTED]	\$220.00	48	\$10,560.00
4	[REDACTED]	[REDACTED]		36	
5	[REDACTED]	[REDACTED]	\$1,280.00	48	\$61,440.00
6	[REDACTED]	[REDACTED]		36	
7	[REDACTED]	[REDACTED]	\$220.00	48	\$10,560.00
8	[REDACTED]	[REDACTED]		36	

EXHIBIT "C"

Line #	Description	Product #	Unit Price	Qty	Ext. Price
9	[REDACTED]	[REDACTED]	\$3,890.00	3	\$11,670.00
10	[REDACTED]	[REDACTED]	\$5,650.00	1	\$5,650.00
11	[REDACTED]	[REDACTED]	\$5,650.00	1	\$5,650.00
12	[REDACTED]	[REDACTED]	\$3,890.00	3	\$11,670.00
13	Pricing includes installation, Set-up, and Configuration by vTECHio engineer	Professional Service		1	
Contract: National Cooperative Purchasing Alliance (NCPA) 01-170		NCPA 01 170			

Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
 \$0.00 Billed Quarterly
 \$0.00 Billed Annually



www.vTECHio.com

Totals :

Your Subtotal	\$178,640.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$178,640.00

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

EXHIBIT "C"

Computers At Work!, Inc.

DBA



www.vTECHio.com

EIN: 31-1758837

PROPOSAL
CAWQ41818-03

Quoted: Aug 31, 2026

Expires: Sep 24, 2026

Prepared For:	Ship To:	Presented By:
City of Lake City Phil Adler 218 NW Hilton Avenue Lake City, FL 32055 United States Phone (386) 719-5830 Email adlerp@lcfla.com	City of Lake City Phil Adler 218 NW Hilton Avenue Lake City, FL 32055 United States	Alex Charwin alex.charwin@vtechio.com 850-982-1665 To accept this proposal, sign here and return: Date: _____ Purchase Order # : _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.
ALL SALES ARE FINAL ** 7-day from ship-date return window for items damaged in transit.

Terms: Net 45 Days

Pricing shown reflects current manufacturer rates at the time of this proposal. Per industry-wide manufacturer agreements, a purchase order secures your place in the fulfillment queue but not final pricing, which the manufacturer reserves the right to set at shipment based on market conditions. If we receive notice of pricing changes prior to shipment, we will reach out for your approval and issuance of an updated PO before the order ships.

Line #	Description	Product #	Unit Price	Qty	Ext. Price
System 1					
1	[REDACTED]	[REDACTED]	\$6,220.00	3	\$18,660.00
2	[REDACTED]	[REDACTED]		36	
3	[REDACTED]	[REDACTED]	\$6,220.00	3	\$18,660.00
4	[REDACTED]	[REDACTED]		36	
5	[REDACTED]	[REDACTED]		1	
6	[REDACTED]	[REDACTED]		1	
System 2					
7	[REDACTED]	[REDACTED]	\$8,000.00	3	\$24,000.00
8	[REDACTED]	[REDACTED]	\$5,710.00	24	\$137,040.00
9	[REDACTED]	[REDACTED]	\$15,800.00	6	\$94,800.00

EXHIBIT "C"

Line #	Description	Product #	Unit Price	Qty	Ext. Price
10			\$490.00	6	\$2,940.00
11			\$28.00	6	\$168.00
12			\$95.00	3	\$285.00
13			\$8,000.00	3	\$24,000.00
14			\$5,710.00	24	\$137,040.00
15			\$15,800.00	6	\$94,800.00
16			\$490.00	6	\$2,940.00
17			\$28.00	6	\$168.00
18			\$95.00	3	\$285.00
Contract: National Cooperative Purchasing Alliance (NCPA) 01-170		NCPA 01-170			
19	Pricing includes installation, Set-up, and Configuration by vTECHio engineer	Professional Service		1	

Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually



www.vTECHio.com

Totals :

Your Subtotal \$555,786.00
Tax \$0.00
Shipping \$0.00
Grand Total \$555,786.00

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com
For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.