

## Equalis Group Contract Information Sheet

### Contract Information

Awarded Vendor:	TD Synnex
Contract Number:	R10-1173F
Effective Date:	March 1, 2025
Initial Term Expiration Date:	February 29, 2028
Renewable Through:	February 28, 2030

### RFP Process Information

RFP Number:	RFP R10-1173
RFP Title:	Technology Software, Equipment, Services and Related Solutions
Dates Advertised:	November 8 & 15, 2024
# of Vendors that Requested RFP:	218
Questions Due:	December 5, 2024
Public Bid Opening Date and Time:	December 13, 2024, 2:00 pm
CT # of Responses Submitted:	23
Number of Awarded Vendors:	9
Date of Board Approval:	February 19, 2025

### Evaluation Criteria

Products/Pricing (30 Points)  
Performance Capability (25 Points)  
Qualifications and Experience (25 Points)  
MWBE Status/Programs (10 Points)  
Commitment to Members (10 Points)

### Summary

Region 10 Education Service Center solicited RFP R10-1163 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as “piggybackable”) contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

### Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or “EDGAR” requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10’s public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org), 972-348-1184

Your Local Equalis Representative: [Find them here](#)

## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of March 1, 2025, by and between TD SYNnex Corporation ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Technology Software, Equipment, Services and Related Solutions ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.



- 5.3 **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 of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; 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

- 5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **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 (Region 10 ESC or its Participating Members). 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.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS

- 12.1 **Intellectual Property Rights**: Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related infringement claims. All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.
- 12.2 **End-of-Service Transition**: When software service to a Member is discontinued, Vendor must ensure that all Member Data is securely returned, transferred, or destroyed as directed by the Member. Transfer of data must occur within a reasonable period of time, without significant interruption in service, and in the manner or format in which the data was provided. Vendor must use transfer methods that enable the Member to access and use Member's data and which are reasonably compatible with Member's systems. If data destruction is requested by the Member, Vendor must securely destroy all Member data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Member data.
- 12.3 **Data Security**: Vendor must implement and maintain reasonable security procedures and practices designed to protect Member data from unauthorized access, deletion, use, modification, or disclosure. Vendor must store and process Member data in accordance with standard commercial practices, including appropriate administrative, physical, and technical safeguards to secure it from unauthorized access, disclosure, alteration, and use. Security measures must be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable measures in view of the type and nature of the data involved.
- 12.4 **Security Breach**: In the event of a security breach potentially involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security

incident. Vendor will reimburse the Member for all costs incurred by the Member in investigation and remediation of any security breach caused by the Vendor or subcontractors, including providing notification to individuals whose Personally Identifiable Information (PII) was compromised and to regulatory agencies or other entities as required by law or contract, providing one year's credit monitoring to the affected individuals, and the payment of legal fees, audit costs, fines, and other fees imposed against the Member as a result of the security breach.

- 12.5 **Data Privacy:** Vendor may use Member data only for fulfilling its duties under the Contract. Vendor may not share Member data with or disclose it to any third party without the prior written consent of the Member, except as required by law. Vendor may not use or sell Member data for marketing, advertising, or commercial purposes. Vendor agrees to assist Member in maintaining the privacy of Member data as may be required by State and Federal law, including but not limited to FERPA, PRRA, IDEA, and COPPA. Vendor may provide access to Member data only to its employees and subcontractors who need to access the data to fulfill Vendor's obligations under the Contract. Vendor must ensure that employees and subcontractors who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions included in the Contract.
- 12.6 **Use of Data:** Vendor may not use Member data for purposes of development, research, or product improvement without the express written consent of the Member. All Member data used for such purposes must be de-identified. This prohibition should be understood to include usage of Member data, behavior, or other input to train large language models and other machine-learning tools commonly referred to as "artificial intelligence" or "AI".
- 12.7 **Confidentiality:** Nothing in the Contract should be construed as prohibiting the Member from disclosing any information related to the Contract or related products and services in accordance with applicable law, including court order, subpoena, and the Texas Public Information Act.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **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 in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor 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.
  - 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
  - 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
  - 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
  - 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
  - 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
  - 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor'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

## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

### Check one of the following responses to the General Terms and Conditions:

**X** We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

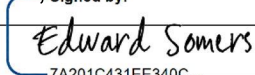
#### 14. CONTRACT SIGNATURE FORM

**Please note:** A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

**VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Prices are guaranteed: **120 days**

Company name	TD SYNnex Corporation
Address	39 Pelham Ridge Drive
City/State/Zip	Greenville, SC 29615
Telephone No.	727-539-7429 X4103080
Fax No.	
Email address	Ed.Somers@tdsynnex.com
Printed name	Edward W. Somers Jr.
Position with company	Vice President, Public Sector
Authorized signature	 7A201C431EE340C...

Term of contract **March 1, 2025** to **February 28, 2028**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.





Region 10 ESC Authorized Agent

Feb 24, 2025

Date

**Dr. Rickey Williams**

Print Name

**Equalis Group Contract Number** **R10-1173F**



# **REQUEST FOR PROPOSAL #R10-1173 FOR: Technology Software, Equipment, Services and Related Solutions**

November 8, 2024

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☐ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

☐ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

- ☐ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☐ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☐ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☐ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☐ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☐ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☐ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☐ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☐ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☐ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- ☐ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☐ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☐ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☐ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☐ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☐ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☐ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☐ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☐ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☐ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria		Question	Answer
<b>Basic Information</b>			
Required information for notification of RFP results		What is your company's official registered name?	TD SYNnex Corporation
		What is the mailing address of your company's headquarters?	TD SYNnex Corporation Corporate Office 44201 Nobel Drive Fremont, CA 94538
		Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Janie Frandsen <a href="mailto:Janie.Frandsen@tdsynnex.com">Janie.Frandsen@tdsynnex.com</a> Manager, Public Sector Program Main: 800-237-8931 X4103080
<b>Products/Pricing (30 Points)</b>			
Coverage of products and services		No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope		No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable		Does pricing submitted include the required administrative fee?	Yes
		Do you offer any other promotions or incentives for customers? If yes, please describe.	Yes, promotions and incentives follow OEM programs and volume discounts

Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?	Yes. TD SYNEX adds new product lines monthly and our new OEM's will be available to order once their products and services are added to the TD SYNEX database.
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	<p>TD SYNEX follows a structured invoicing process that begins with order confirmation, where a confirmation is sent to the customer upon placing an order. Following this, invoices are generated based on the confirmed order details, which include products or services, quantities, and pricing. These invoices are then delivered electronically, either via email or through the customer portal. The invoices outline standard payment terms, specifying due dates and any applicable discounts for early payment.</p> <p>As for payment methods, TD SYNEX accepts a variety of options to ensure convenience for its customers. These include major credit and debit cards, direct bank transfers, and physical checks, which can be arranged in advance. Additionally, various online payment platforms may also be available to facilitate transactions.</p> <p>TD SYNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Remittance addresses vary by state and will be provided to each partner.</p>
<p>Corporate Headquarters: 44201 Nobel Drive, Fremont, CA 94538  Phone: (510) 656-3333  Returns Address: 3655 E. Philadelphia, Suite B104, Ontario CA 91761 Phone: (909) 923-8900  Duns &amp; Bradstreet Number: 11-237-5758  Tax Identification Number: 94-2703333  State of Incorporation: Delaware  Senior Vice President Controller Ryan Repp Ryan.Repp@tdsynnex.com</p> <p>Remit Address Address Remit</p> <p>State/Territory: AL, CT, DE, DC, FL, GA, AR, CO, IL, IN, IA, KS, ME, MD, MA, MS, NH, MN, MI, MT, NJ, NY, ND, PA, PR, RI, ND, OH, OK, SD, SC, TN, VT, VI, VA, WV</p> <p>State/Territory: KY, LA, MI, NE, NM, TX, WI, WY</p> <p>Post Office Address: TD SYNEX Corporation  Address: TD SYNEX Corporation  PO Box 406748  5845 Collections Center Drive</p>		



	Atlanta, GA 30384-6748 Chicago, IL 60693	Overnight Address: TD SYNEX Corporation TD SYNEX Corporation Bank of America Lockbox Services Lockbox 406768 5845 Collections Center Drive 6000 Feldwood Road Chicago, IL 60693 College Park, GA 30349	Overnight Address:
	Remit Address Information **	Wire/ACH	
	State/Territory: AL, AS, AZ, CA, GU, HI, ID, IL, MH, NV, MP, OR, PW, UT, WA CA 94538	Beneficiary Name: SIT Funding Corp. Beneficiary Address: 44201 Nobel Dr. Fremont,	
	1233935243	Beneficiary Account:	Beneficiary
	Bank Name: Bank of America		
	Post Office Address: TD SYNEX Corporation Bank Address: 100 W. 33rd Street PO BOX 742093 New York, NY 10001		Beneficiary
	Officer's Name: Gloria E. Hernandez Officer's Phone: (925) 675-7066		Bank Bank
	Overnight Address: TD SYNEX Corporation ABA Routing Number: 026009593 Attn: PO Box # 742093		SWIFT
	Code: BOFAUS3N Ground Level		ACH ABA
	Routing Number: 121000358 (electronic transfer) 1000 W. Temple Street Los Angeles, CA 90012		
	** All wires must be originated in the name of the customer account. Customer account number/sales order required to be referenced on the wire. TD SYNEX Corporation does		

not accept third party wire transfers.

Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>  Product, service and solution features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>TD SYNEX offers a comprehensive range of IT solutions that align with the broad scope of the Equalis contract. Our product portfolio includes hardware such as servers, storage, and end-user devices, alongside software solutions encompassing operating systems, productivity tools, and security applications. We also provide cloud services, managed IT services, and consulting to help organizations optimize their IT infrastructure and enhance cybersecurity.</p> <p>Our extensive experience and partnerships with leading manufacturers enable us to tailor solutions to meet specific client needs. We prioritize flexibility and scalability, ensuring our offerings can adapt to evolving requirements. With a commitment to quality and customer satisfaction, TD SYNEX is a reliable partner for organizations looking to enhance their IT capabilities.</p>
	<i>Outline how your products and services compare to those of your competitors.</i>	<p>TD SYNEX, as the world's largest IT distributor, stands out from competitors through our extensive product portfolio, strong partnerships with leading technology manufacturers, and a commitment to customer service. Unlike many competitors, we offer a comprehensive suite of IT solutions that includes hardware, software, cloud services, and managed services, all tailored to meet diverse client needs. Our focus on flexibility and scalability allows us to adapt to the evolving demands of the market, ensuring that our clients receive innovative solutions that enhance their IT capabilities. Additionally, our deep industry expertise and proactive support set us apart, enabling us to deliver exceptional value and build long-term relationships with our customers.</p>
	<i>Describe how you maintain multiple manufacturer brand offerings and applicable vetting strategies for onboarding new product brands.</i>	<p>TD SYNEX maintains a diverse portfolio of manufacturer brand offerings by implementing a structured approach to brand management and product onboarding. We prioritize building strong relationships with leading technology manufacturers, ensuring that we stay updated on their latest products and innovations. Our dedicated brand management teams work closely with these manufacturers to understand their offerings, market positioning, and unique value propositions.</p> <p>For onboarding new product brands, we employ a rigorous vetting strategy that includes evaluating the brand's market reputation, product quality, and alignment with our existing portfolio. This process involves thorough market research, customer feedback analysis, and performance assessments to ensure that any new brand meets our high standards for quality and reliability. Additionally, we assess the potential for synergy with our current offerings and the ability to meet customer demands. By following this comprehensive approach, we ensure that our product portfolio remains competitive and relevant in the ever-evolving IT landscape.</p>
	<i>Outline how your products, services and/or solutions meet necessary industry standards and regulatory requirements.</i>	<p>TD SYNEX ensures that our products, services, and solutions meet necessary industry standards and regulatory requirements through a systematic approach that includes compliance, quality assurance, and continuous monitoring.</p>



		Through these initiatives, TD SYNEX demonstrates our commitment to environmental stewardship and energy efficiency, contributing to a more sustainable future for our communities and the planet.
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p> <p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>TD SYNEX Distribution Centers: • Chino, California • Fontana, California • Tracy, California • Miami, Florida • Suwanee, Georgia • Romeoville, Illinois • South Bend, Indiana • Southaven, Mississippi • South Brunswick, New Jersey • Swedesboro, New Jersey • Columbus, Ohio • Groveport, Ohio • Fort Worth, Texas • Garland, Texas • Chantilly, Virginia</p> <p>TD SYNEX Sales Offices – US Based- • Fremont, CA • Clearwater, FL • Greenville, SC • Herndon, VA • Tempe, AZ</p> <p>Ancillary Professional Services are available across the United States.</p>
	Customer implementation and scalability	<p><b>Implementation Plan</b></p> <ol style="list-style-type: none"> <li><b>Initial Assessment (1-2 Weeks):</b> We begin with a comprehensive assessment of the customer's needs and objectives. This involves discussions with key stakeholders to understand their requirements, existing infrastructure, and desired outcomes.</li> <li><b>Project Planning (2-3 Weeks):</b> Based on the assessment, we develop a detailed project plan that outlines the implementation timeline, resource allocation, and key milestones. This plan is shared with the customer for approval.</li> <li><b>Deployment (4-6 Weeks):</b> The deployment phase involves the installation and configuration of products and services. This may include hardware setup, software installation, and integration with existing systems. Our team works closely with the customer to ensure minimal disruption to their operations.</li> <li><b>Testing and Validation (1-2 Weeks):</b> After deployment, we conduct thorough testing to validate that all systems are functioning as intended. This includes performance testing, security assessments, and user acceptance testing.</li> </ol> <p><b>Training Plan</b></p> <ol style="list-style-type: none"> <li><b>Training Needs Assessment (1 Week):</b> We assess the training needs of the customer's staff to tailor the training program accordingly.</li> <li><b>Training Development (2 Weeks):</b> Customized training materials and sessions are developed based on the assessment. This may include user manuals, video tutorials, and hands-on workshops.</li> <li><b>Training Delivery (1-2 Weeks):</b> Training sessions are conducted, which may include in-person workshops, virtual training, or a combination of both. We ensure that all users are comfortable with the new systems and processes.</li> <li><b>Ongoing Support (Post-Implementation):</b> After the initial training, we provide ongoing support through helpdesk services, additional training sessions, and regular check-ins to address any questions or concerns.</li> </ol> <p><b>Overall Timeline</b></p> <p>The entire implementation and training process typically spans <b>8 to 12 weeks</b>, depending on the complexity of the solutions being deployed and the specific needs of the customer. Our goal is to ensure that new customers are fully equipped and confident in using our products and services, leading to a successful partnership.</p>

	<p><i>Outline what ongoing training and consulting support is available to customers.</i></p>	<p><b>Ongoing Training Support</b></p> <ol style="list-style-type: none"> <li><b>Webinars and Workshops:</b> Regularly scheduled webinars and hands-on workshops are available to keep customers informed about new features, best practices, and industry trends. These sessions are designed to enhance user knowledge and skills.</li> <li><b>On-Demand Training Resources:</b> Customers have access to a library of on-demand training materials, including video tutorials, user manuals, and FAQs. This allows users to learn at their own pace and revisit topics as needed.</li> <li><b>Customized Training Sessions:</b> We offer tailored training sessions based on specific customer needs, which can be conducted on-site or virtually. This ensures that employees receive relevant training that aligns with their roles and responsibilities.</li> </ol> <p><b>Consulting Support</b></p> <ol style="list-style-type: none"> <li><b>Dedicated Account Managers:</b> Each customer is assigned a dedicated account manager who serves as a primary point of contact for ongoing support and consultation. They help identify opportunities for optimization and growth.</li> <li><b>Technical Support Services:</b> Our technical support team is available to assist with troubleshooting, system maintenance, and upgrades. This support ensures that customers can resolve issues quickly and efficiently.</li> <li><b>Strategic Consulting:</b> We provide strategic consulting services to help customers align their IT strategies with business goals. This includes assessments of current infrastructure, recommendations for improvements, and guidance on technology adoption.</li> <li><b>Regular Check-Ins and Reviews:</b> We conduct periodic check-ins and performance reviews with customers to assess their satisfaction, gather feedback, and identify any additional training or support needs.</li> </ol> <p>By offering these ongoing training and consulting support options, TD SYNnex ensures that customers are well-equipped to leverage our solutions effectively and adapt to changing business requirements.</p>
	<p><i>Outline the scalability of the products, services and/or solutions offered for varying organizational sizes and growth trajectories.</i></p>	<p><b>Scalability Features</b></p> <ol style="list-style-type: none"> <li><b>Modular Solutions:</b> Our product offerings are modular, allowing organizations to start with essential components and expand as their needs grow. This approach enables customers to invest in what they need now while having the option to add more features or capacity later.</li> <li><b>Cloud Services:</b> Our cloud solutions are inherently scalable, allowing organizations to adjust their resources based on demand. Whether it's increasing storage, processing power, or user licenses, customers can easily scale up or down without significant upfront investments.</li> <li><b>Managed Services:</b> We offer managed services that can be customized based on the size and complexity of the organization. This means that small businesses can access essential IT support, while larger enterprises can leverage comprehensive management solutions tailored to their specific requirements.</li> <li><b>Flexible Licensing Models:</b> Our software solutions come with flexible licensing options, including pay-as-you-go and subscription-based models. This flexibility</li> </ol>

		<p>allows organizations to align their software costs with their growth, ensuring they only pay for what they use.</p> <p>5. <b>Consulting and Support:</b> As organizations grow, their IT needs evolve. Our consulting services are designed to help businesses assess their current infrastructure and plan for future growth. We provide strategic guidance to ensure that our solutions continue to meet their changing requirements.</p> <p><b>Growth Trajectories</b></p> <ul style="list-style-type: none"><li>• <b>Startups and Small Businesses:</b> For smaller organizations, we offer entry-level solutions that are cost-effective and easy to implement. These solutions can be scaled as the business grows, allowing for a seamless transition to more advanced offerings.</li><li>• <b>Mid-Sized Enterprises:</b> We provide mid-sized companies with robust solutions that support increased complexity and user demands. Our offerings can easily integrate with existing systems, ensuring that growth does not disrupt operations.</li><li>• <b>Large Corporations:</b> For large organizations, we deliver comprehensive solutions that can handle high volumes of data, users, and transactions. Our enterprise-level services are designed to support complex infrastructures and provide the scalability needed for ongoing growth.</li></ul> <p>By focusing on scalability, TD SYNEX ensures that our products, services, and solutions can adapt to the unique needs of organizations at every stage of their growth journey, enabling them to thrive in a dynamic business environment.</p>
Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	<p>TD SYNEX implements a comprehensive preventative maintenance program for the products and services we offer, aimed at minimizing downtime, enhancing performance, and extending the lifespan of IT assets. Our program includes the following key components:</p> <p><b>Preventative Maintenance Program Components</b></p> <ol style="list-style-type: none"><li>1. <b>Regular System Audits:</b> We conduct routine system audits to assess the health and performance of IT infrastructure. These audits help identify potential issues before they escalate, allowing for timely interventions.</li><li>2. <b>Scheduled Updates and Patches:</b> Our program includes a schedule for regular software updates and security patches to ensure that all systems are up-to-date and protected against vulnerabilities. This proactive approach helps maintain optimal performance and security.</li><li>3. <b>Hardware Inspections:</b> We perform periodic inspections of hardware components to check for wear and tear, overheating, and other potential issues. This includes cleaning, testing, and replacing parts as necessary to prevent failures.</li><li>4. <b>Performance Monitoring:</b> Continuous monitoring of system performance allows us to detect anomalies and address them proactively. We utilize advanced monitoring tools to track key performance indicators and system health metrics.</li><li>5. <b>Backup and Recovery Testing:</b> Regular testing of backup and recovery processes ensures that data can be restored quickly and effectively in case of an incident. This includes verifying backup integrity and conducting disaster recovery drills.</li><li>6. <b>User Training and Awareness:</b> We provide ongoing training for users to promote best practices in system usage and maintenance. Educating staff on proper</li></ol>



		<p>procedures helps prevent user-induced errors and enhances overall system reliability.</p> <p>7. <b>Consultative Reviews:</b> We offer periodic consultative reviews with customers to discuss system performance, maintenance needs, and potential upgrades. This collaborative approach ensures that our clients are informed and prepared for future growth.</p> <p><b>Benefits of the Program</b></p> <p>By implementing this preventative maintenance program, TD SYNEX helps customers reduce the risk of unexpected failures, enhance operational efficiency, and ensure that their IT systems are always running at peak performance. This proactive strategy ultimately leads to lower total cost of ownership and improved return on investment for our clients.</p> <p>TD SYNEX ensures that our technical and maintenance staff possess the necessary certifications and qualifications to provide high-quality support and services. The following certifications and qualifications are typically required:</p> <p><b>Technical Certifications</b></p> <ol style="list-style-type: none"> <li>1. CompTIA A+: This certification validates foundational IT skills, including hardware, software, and troubleshooting techniques.</li> <li>2. CompTIA Network+: This certification demonstrates knowledge of networking concepts, installation, and troubleshooting, essential for maintaining network infrastructure.</li> <li>3. CompTIA Security+: This certification focuses on cybersecurity principles, ensuring staff are equipped to handle security threats and implement best practices.</li> <li>4. Cisco Certified Network Associate (CCNA): This certification is crucial for staff involved in networking, as it covers routing and switching, network security, and troubleshooting.</li> <li>5. Microsoft Certified: Azure Fundamentals: For staff working with cloud services, this certification provides foundational knowledge of Microsoft Azure and cloud computing concepts.</li> <li>6. VMware Certified Professional (VCP): This certification is important for staff involved in virtualization technologies, ensuring they can manage and optimize virtual environments.</li> </ol> <p><b>Maintenance Qualifications</b></p> <ol style="list-style-type: none"> <li>1. ITIL Foundation Certification: This certification provides staff with a solid understanding of IT service management best practices, focusing on delivering value through IT services.</li> <li>2. Certified Information Systems Security Professional (CISSP): For those involved in cybersecurity, this advanced certification demonstrates expertise in information security and risk management.</li> <li>3. Project Management Professional (PMP): This certification is beneficial for staff involved in managing IT projects, ensuring they have the skills to lead projects effectively.</li> <li>4. Vendor-Specific Certifications: Many manufacturers offer their own certifications (e.g., Dell EMC, HP, Lenovo) that validate expertise in their specific products and solutions.</li> </ol> <p>By ensuring that our technical and maintenance staff hold these certifications and qualifications, TD SYNEX is committed to delivering high-quality support and services to our customers, enhancing their overall experience and satisfaction.</p>
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<p>Integration with other platforms</p>	<p><i>Outline any integration capabilities the proposed services and/or solutions have with existing IT infrastructure or other platforms/systems.</i></p>	<p>TDS Pre-Sales Engineering team is dedicated to delivering world-class engineering solutions and services to our channel partners. We strive to be a trusted advisor through our extensive vendor expertise and certifications. We focus on ease of engagement while holding ourselves to the highest standards of solution design accuracy, responsiveness and technology-centric business development. We provide support for growth and scalability for your business.</p> <p>The Pre-Sales Engineering team is available to support our partners in an array of functionalities such as: configuration design and validation (bill of materials), multi-vendor solutioning and enablement with access to over eight solution centers in North America. Our robust engineering team of 300+ pre-sales experts average 12 years of experience per member. These teams are scalable across multiple solutions and verticals to meet any challenges your customers are facing.</p> <p><b>Verticals Supported:</b>  <b>Advanced Solutions — Cloud</b>  Robust solutions skillsets from servers, storage, hybrid infrastructure and software knowledge across all requirements  <b>Security — Networking</b>  Inside and outside networking for any environment layered with all options for security protection  Large spectrum of device knowledge for all laptop and desktop options  <b>Pro AV/UCC</b>  Array of solutions to outfit any room or conference area with audio and visual needs including control options  Collaboration solutions skillsets from traditional to digital platforms for voice and conferencing solutions</p>
	<p><i>Outline product assessment capabilities to ensure product compatibility with existing hardware systems.</i></p>	<p>TD SYNEX resellers can offer integration and configuration services to deliver complete solutions within the reseller's portfolio. Our certified technicians have the capabilities to build solutions and configure them to exact specifications. With our world-class ISO9001:2015 Certified Integration Centers, in addition to an expansive variety of services, TD SYNEX ServiceSolv can help supplement a reseller's service offerings. We offer standard SKUs and services within our services catalog, however if you have a specific, custom opportunity or project, our Program Management team will review the scope of requirements with your business team, schedule a First Article Build (FAB) or Pilot. Then, our Technical team will begin the staging process, document the work instructions, complete a time study and communicate the results to provide an overall solution. Partner with reseller who partner with ServiceSolv to maximize opportunities and provide an overall services solution!</p> <p>Configuration, Integration and Staging Services:</p> <ul style="list-style-type: none"> <li>• Imaging, Software Load, Hardware Integration, RAID, BIOS, Firmware Updating</li> <li>• Google/Android Zero-Touch Enrollment (ZTE), Microsoft Autopilot</li> <li>• Server/Rack and Printer Configurations</li> <li>• Mobile Security, Phone Provisioning/Zero-Touch Provisioning (ZTP) and Wireless Solutions</li> </ul>

		<ul style="list-style-type: none"> <li>Digital Signage, Content Load Value-Added Services</li> <li>Asset/UID Tagging, Labeling, Laser Etching, Marketing Collateral Insertion</li> <li>Burn-In Test to Prevent DOA, Data Capture of SN/MAC/IMEI</li> <li>Kitting and Bundling, Overpacking</li> <li>International Deployment (IOR)</li> <li>Customized Services, Project Management</li> </ul>
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data.</i>	<p>TD SYNnex developed an extensive Supply Chain Risk Management (SCRM) Plan to ensure corporate privacy and data protection.</p> <p>The SCRM plan will be available upon request due to the page limitation in this response.</p>
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p><b>Customer Service Department Overview</b></p> <ol style="list-style-type: none"> <li><b>Hours of Operation:</b> Our Customer Service Department operates from <b>8:00 AM to 8:00 PM EST</b>, Monday through Friday. We also offer 24/7 support for critical issues, ensuring that customers can receive assistance whenever needed.</li> <li><b>Issue Resolution Process:</b> <ul style="list-style-type: none"> <li><b>Initial Contact:</b> Customers can reach our support team via phone, email, or live chat. Upon contact, a representative will gather relevant information regarding the issue.</li> <li><b>Ticketing System:</b> All inquiries are logged into our ticketing system, allowing for efficient tracking and management of issues. Customers receive a ticket number for reference.</li> <li><b>Tiered Support:</b> Our support team is organized into tiers, with Tier 1 handling basic inquiries and troubleshooting. More complex issues are escalated to Tier 2 or Tier 3 specialists who have advanced technical expertise.</li> <li><b>Follow-Up:</b> After resolution, our team follows up with customers to ensure satisfaction and to address any further questions or concerns.</li> </ul> </li> <li><b>Number of Service Centers:</b> TD SYNnex operates multiple service centers across the United States, strategically located to provide timely support and services. Each center is equipped with trained professionals who can assist with technical issues, product inquiries, and logistics support.</li> <li><b>Customer Feedback:</b> We actively seek customer feedback through surveys and follow-up communications to continuously improve our services. This feedback is essential for identifying areas for enhancement and ensuring that we meet customer expectations.</li> </ol> <p>By maintaining a robust Customer Service Department, TD SYNnex ensures that our clients receive the support they need to maximize the value of our products and services, fostering long-term relationships and customer satisfaction.</p>
	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	<p><b>Types of Emergency Orders</b></p> <ol style="list-style-type: none"> <li><b>Urgent Product Deliveries:</b> Customers may require immediate access to hardware or software solutions due to unexpected equipment failures, project deadlines, or urgent operational needs.</li> </ol>



		<p><b>Warranties and Product Guarantees</b></p> <ol style="list-style-type: none"> <li><b>Manufacturer Warranties:</b> Most products offered by TD SYNEX come with manufacturer warranties that cover defects in materials and workmanship. The duration and terms of these warranties vary by product and manufacturer.</li> <li><b>Extended Warranty Options:</b> Customers have the option to purchase extended warranties for additional coverage beyond the standard manufacturer warranty. These extended warranties may include benefits such as accidental damage protection and priority service.</li> <li><b>Satisfaction Guarantee:</b> TD SYNEX is committed to customer satisfaction. If a customer is not satisfied with a product within the return period, they can return it for a full refund or exchange, as outlined in our return policy.</li> </ol> <p>By providing a clear and comprehensive return and exchange policy, along with warranties and guarantees, TD SYNEX aims to ensure a positive customer experience and build long-term trust with our clients.</p>
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i>	<p>D&amp;B Financial Analysis Report us available upon request. The numbers below came from the Financial Analysis Report which will be available upon request due to the page limitation of this response.</p> <p><b>Summary Currency: USD</b></p> <p><b>ACTIVE HEADQUARTERS</b></p> <p><b>TD SYNEX CORPORATION</b></p> <p><b>Tradestyle(s): TD SYNEX 1</b></p> <p><b>D-U-N-S Number: 05-599-1053</b></p> <p><b>Phone: +1 510 668 3400</b></p> <p><b>Address: 44201 Nobel Dr, Fremont, CA, 94538, United States Of America</b></p> <p><b>History Record: Clear</b></p> <p><b>Date Incorporated 09/04/2003</b></p> <p><b>State of Incorporation DELAWARE</b></p> <p><b>Ownership Public: SNX(NYS)</b></p> <p><b>Website <a href="http://www.tdsynex.com">www.tdsynex.com</a></b></p> <p><b>Annual Sales \$ 57,555,416,000 (USD)</b></p> <p><b>Net Worth \$ 8,164,083,000</b></p> <p><b>Employees 23,000</b></p> <p><b>Age (Year Started) 45 Years (1980)</b></p> <p><b>Named Principal Patrick Zammit, CEO</b></p> <p><b>Line of Business Ret computers/software</b></p> <p>TD SYNEX past three year revenues are:</p> <ul style="list-style-type: none"> <li>• <b>2024</b> Financial results will be released later in December, 2024</li> <li>• <b>2023:</b> \$57.555 billion</li> <li>• <b>2022:</b> \$62.344 billion</li> <li>• <b>2021:</b> \$31.614 billion</li> </ul>
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	<p>TD SYNEX has established a streamlined process for product pickup and delivery to ensure timely and efficient service. Below is an outline of the typical timeline and capabilities involved in this process:</p> <p><b>1. Order Placement</b></p>

	<ul style="list-style-type: none"><li>• <b>Timeline:</b> Immediate</li><li>• Customers place orders through our online portal, customer service, or sales representatives.</li></ul> <p><b>2. Order Confirmation</b></p> <ul style="list-style-type: none"><li>• <b>Timeline:</b> Within 1 hour</li><li>• Once the order is placed, customers receive an order confirmation via email, detailing the products ordered and estimated delivery timelines.</li></ul> <p><b>3. Product Availability Check</b></p> <ul style="list-style-type: none"><li>• <b>Timeline:</b> Within 1-2 hours</li><li>• Our inventory team verifies product availability. If items are in stock, the order proceeds to the next step. If not, customers are notified of estimated lead times.</li></ul> <p><b>4. Pickup Scheduling (if applicable)</b></p> <ul style="list-style-type: none"><li>• <b>Timeline:</b> Within 24 hours</li><li>• For orders requiring customer pickup, a pickup appointment is scheduled. Customers receive instructions on the pickup location and necessary documentation.</li></ul> <p><b>5. Packaging and Preparation</b></p> <ul style="list-style-type: none"><li>• <b>Timeline:</b> Within 24-48 hours</li><li>• Products are packaged and prepared for delivery or pickup. This includes quality checks and labeling.</li></ul> <p><b>6. Shipping and Delivery</b></p> <ul style="list-style-type: none"><li>• <b>Timeline:</b></li><li>• <b>Standard Delivery:</b> 3-5 business days, depending on the destination.</li><li>• <b>Expedited Delivery:</b> 1-2 business days for urgent orders.</li><li>• Orders are shipped via reliable carriers, and tracking information is provided to customers for real-time updates.</li></ul> <p><b>7. Delivery Confirmation</b></p> <ul style="list-style-type: none"><li>• <b>Timeline:</b> Upon delivery</li><li>• Customers receive a delivery confirmation via email, including details about the delivered products and any necessary follow-up actions.</li></ul> <p><b>Additional Capabilities</b></p> <ul style="list-style-type: none"><li>• <b>Same-Day Delivery:</b> In select metropolitan areas, TD SYNEX offers same-day delivery for urgent orders placed before a specified cutoff time.</li><li>• <b>Flexible Delivery Options:</b> Customers can choose from various delivery options, including standard shipping, expedited shipping, and local pickup.</li><li>• <b>Installation Services:</b> For certain products, we offer installation services that can be scheduled concurrently with delivery. This service ensures that products are set up correctly and ready for use.</li><li>• <b>Returns Pickup:</b> If a product needs to be returned, we can arrange for a pickup service to collect the item from the customer's location, streamlining the return process.</li></ul>
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Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	<p>By following this structured timeline and offering additional capabilities, TD SYNEX ensures that customers receive their products promptly and efficiently, enhancing their overall experience.</p> <p>TD SYNEX will provide a network of reseller partners who will interface with the Equalis customers, providing onsite assessments/consultation, product information, technical support, customer service support and post-sales support as authorized Order Fulfillers under the TD SYNEX Equalis contract. These resellers will be required to maintain the appropriate vendor authorizations and sign agreements with TD SYNEX agreeing to follow the terms and conditions of our Equalis contract. Resellers will be reviewed on a regular basis to ensure we have the appropriate resources to support this contract.</p> <p>TD SYNEX has been supporting resellers under the current Equalis contract with their quoting and reporting requirements to meet their contractual requirements. Our resellers provide their sales reports to TD SYNEX for the Administrative Fees so TD SYNEX can maintain and report the fees to Equalis monthly and quarterly.</p>
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	<p>Please find some of our TD SYNEX safety ratings for addressing the relevant points:</p> <ul style="list-style-type: none"> <li>TD SYNEX' most recent NCCI EMR (Experience Mod Rating) is 0.62 (effective 12/1/23 policy period).</li> <li>TD SYNEX recently provided our 2023 results for the Ecovadis Survey. The 2024 version of the Survey will be issued in December, 2024.               <ol style="list-style-type: none"> <li>TCIR rating .890</li> <li>LTI Frequency 2.088</li> <li>LTI Severity 0.095</li> </ol> </li> </ul>
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<p>Provide a link to your company's website</p> <p>Please provide a brief history of your company, including the year it was established.</p>	<p><u><a href="#">TD SYNEX USA</a></u></p> <p>TD SYNEX was established in <b>1980</b> and has since evolved into one of the largest IT distributors in the world, offering a comprehensive range of industry-leading IT products and business services to our reseller customers. Initially formed as SYNEX Corporation, we built a solid reputation for delivering customized, fully integrated solutions, services, and support, including distribution, contract assembly, business process outsourcing, and logistics.</p> <p>In <b>2021</b>, SYNEX Corporation merged with Tech Data, further expanding our capabilities and global reach. Today, we distribute more than <b>3,000,000 technology products</b> from over a thousand of the world's leading and emerging manufacturers, providing complete solutions to more than <b>25,000 resellers and retail customers</b> across the U.S., Canada, and Japan. Our commitment to bringing the most relevant technology solutions to the IT and consumer electronics markets helps our partners sustainably grow their businesses.</p> <p>TD SYNEX is listed on the New York Stock Exchange (NYSE: SNX) and was ranked <b>113</b> on the <b>2023 Fortune 500</b> list, reflecting our continued growth and leadership in the IT distribution industry. As part of our value-added services, we offer a variety of professional and marketing services, including demand generation, education and training, pre- and post-sales support, end-user enablement, server assessment, design and integration, product lifecycle support, contract design and assembly, and IT resource planning. Additionally, we provide a wide range of financial options to ensure our partners can deliver the best solutions to their end-user customers.</p>



		<p>Our <b>Westcon-Comstor Americas</b> business operates in North and Latin America, focusing on security, collaboration, networking, and data center solutions. With expert technical knowledge and industry-leading partner programs, we empower our partners to stay at the forefront of their markets and drive business growth. Furthermore, our <b>Hyve Solutions</b> division designs, manufactures, and deploys cost-effective, energy-efficient data center servers and storage solutions worldwide to some of the largest data center users. Through our extensive history and commitment to innovation, TD SYNEX continues to enhance its offerings and support its partners in navigating the dynamic technology landscape.</p> <p>Yes, Equalis EQ-013120-01 May 1 2020 – present</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<p>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</p> <p>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</p> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p><b>Executive Support: Ed Somers; Ed Somers@tdsynnex.com</b>  <b>Vice President of Public Sector Phone: 864-230-9730 Sep 2021 - Present</b></p> <ul style="list-style-type: none"> <li>• Develop and implement corporate Public Sector strategy across subverticals including Federal, State and Local Government, Education (K-12/Higher Ed), Public Safety, Healthcare, and IndustrySolv (Utilities, Transportation, and Construction).</li> <li>• Lead the GovSolv Program, bringing together Subject Matter Experts, Business Development Representatives, and Contract Specialists to support reseller customers and OEM partners.</li> <li>• Provide access to a variety of Federal and SLED contract vehicles and enablement tools to help partners grow their Public Sector channel business.</li> <li>• Oversee a comprehensive marketing program that offers various venues for customers to engage, connect, collaborate, and partner with resellers and OEMs throughout the year.</li> </ul> <p>Vice President, Public Sector and Vertical Markets SYNEX Corporation  Apr 2020 - Present</p> <ul style="list-style-type: none"> <li>• Government Contracts Manager Feb 1999 - Present</li> <li>• Sr. Director, Public Sector and Vertical Markets Dec 2017 - Apr 2020</li> <li>• Director, Public Sector Dec 2014 - Apr 2022</li> </ul> <p><b>Account Manager: Jamie Grimm; Jamie.grimm@tdsynnex.com</b>  <b>Sr. Manager, Public Sector Specialists Phone: 864-373-7689 Dec 2022 - Present</b></p> <ul style="list-style-type: none"> <li>• Tasked with daily management of TD SYNEX's Government Contract Specialist Team and assuring an easy and seamless experience for our reseller subcontracting members.</li> <li>• TD SYNEX contract portfolio encompasses 1.3 Billion + annual sales</li> <li>• Contract Manager for SLED and Federal channel program working directly with both vendor and reseller subcontractors.</li> </ul> <p><b>Government Contract Specialist, Supervisor Apr 2022 - Present</b></p> <ul style="list-style-type: none"> <li>• Tasked with daily management of TD SYNEX's Government Contract Specialist Team</li> </ul>

	<p>and assuring an easy and seamless experience for our reseller subcontracting members. Tasked with daily management of TD SYNEX's Government Contract Specialist Team and assuring an easy and seamless experience for our reseller subcontracting members.</p> <p><b>Government Contract Specialist - West Coast Territories: Oct 2019 - Present</b></p> <ul style="list-style-type: none"><li>• Contract subcontracting support for GOVSolv reseller members across both SLED and Federal markets.</li><li>• Public Sector business development for both reseller and vendor partners.</li><li>• Liaison to our Diversity Alliance Members</li><li>• GSA LOS Price file Support for Teaming Partners</li><li>• Responsible dedicated support to over 1,300 VAR's across the West Coast for over 25 different government contract vehicles.</li><li>• Responsible for setting up trainings for VARs and supported OEM partners around use, compliance and reporting of over 25 different contract programs encompassing both Federal and SLED markets.</li></ul> <p><b>Contract Manager: Katie Bullock; katie.bullock@tdsynnex.com</b></p> <p><b>Business Development Representative II Phone: 704-640-9019 November 2023 - Present</b></p> <ul style="list-style-type: none"><li>• Engaged with vendors to communicate contract management processes.</li><li>• Managed 200+ vendors and 500,000+ products on TD SYNEX's GSA contract using Microsoft Excel.</li><li>• Ensured compliance for 4 SLED and Federal contracts through detailed reporting.</li><li>• Supported sales by expediting GSA approval timelines and creatively procuring product approvals.</li><li>• Collaborated with Public Sector teams on projects, including writing contract RFPs and developing an automated LOS generation system. .</li><li>• TD SYNEX (Contracted via Godshall Recruiting) Contract Analyst: August 2022 - November 2023</li><li>• Assisted Contract Managers by compiling and correcting monthly and quarterly sales reports.</li><li>• Initiated projects to streamline the contract sales reporting process.</li><li>• Created marketing materials in line with brand standards for the Public Sector website.</li></ul> <p><b>Senior Marketing Program Manager: Melissa Tomberg; melissa.tomberg@tdsynnex.com</b></p> <p><b>2022 to Present</b></p> <ul style="list-style-type: none"><li>• As a Senior Marketing Program Manager, I orchestrate large-scale marketing initiatives to drive business growth and enhance brand visibility for the public sector business unit. I am adept at managing multifaceted programs encompassing budget allocation, strategic campaign execution, event coordination, stakeholder engagement, and collaboration with subject matter experts. In this role, I am responsible for developing and maintaining comprehensive marketing calendars that align with organizational objectives, including the planning and execution of high-impact events and conferences. I cultivate strong relationships with both vendors and reseller partners to foster collaboration and drive revenue generation. committed to innovation and excellence in marketing strategy execution.</li></ul>
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		<p><b>Billing, Reporting, Accounts Payable: Destiny Lark; Destiny.lark@tdsynnex.com</b>  <b>Sr. Manager, Public Sector Contracts Phone: 864349-4713 Aug 2022 – Present</b></p> <ul style="list-style-type: none"> <li>• Leads a team responsible for TD SYNEX overall reporting for SLED and Federal contract portfolio encompassing 1.3+ billion per year</li> <li>• Reporting contract sales, verification of procurement terms and management of contract price files.</li> </ul> <p><b>GSA Contract Manager: Apr 2015 - Aug 2022</b></p> <ul style="list-style-type: none"> <li>• Responsible for management of TD SYNEX's GSA contract portfolio</li> </ul> <p><b>Reconciliation Analyst Apr 2014 - Mar 2015</b></p> <ul style="list-style-type: none"> <li>• Account recon and collections. Primary contact for Varne customers regarding their account status. Review pending orders prior to shipping. Submit requests for credits and refunds. Invoice and collect using several sites: WAWF, IPP, Fedpay, and GSA Online.</li> </ul>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Education and Unified Communications:  eDUC \$ 9,690,100,000.00  State, Local and Education:  STATE and Local: \$ 7,450,900,000.00</p> <p>TD SYNEX sells to over 7,500 resellers annually that sell into the State/Local government and Education markets. TD SYNEX has onboarded over 320 unique resellers for the current and Education markets. TD SYNEX Equalis Product Catalog and Product Line Item contracts, and continues to market, train and onboard resellers weekly. TD SYNEX works closely with the Equalis team to insure all reseller partners and agencies understand how to utilize the contract. We also market Equalis on our website and on the contract on the Equalis website.</p> <p>TD SYNEX Corporation has not experienced bankruptcy, or reorganization other than a merger with Tech Data Corporation in 2021. There have been no state investigations of the company or its officers and directors.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	
Minimum of 5 public sector customer references relating to the products and services within this RFP	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p><b>Partner References:</b>  <b>Proactive Solutions</b></p> <ul style="list-style-type: none"> <li>• Agency Name: Dodge City Unified School District No 443</li> <li>• Contact Name &amp; Title: Todd Dewell, Director I.T.</li> <li>• City &amp; State Dodge City, KS</li> <li>• Phone Number (620) 371-1080</li> <li>• Years Serviced; 8 years</li> <li>• Description of Services Provided: Proactive Solutions provides ongoing Professional Services and Hardware support services for networking, compute, storage and security functions at Dodge City</li> <li>• Annual Volume; \$ 150K</li> </ul> <p><b>Vivacity Tech</b></p> <ul style="list-style-type: none"> <li>• Agency Name: School Districts</li> <li>• Contact Name &amp; Title: Leila Jones Contract Specialist</li> <li>• City &amp; State St Paul, MN 55104</li> <li>• Phone Number 864-990-3334</li> </ul>

		<ul style="list-style-type: none"> <li>• Years Serviced; 5 years</li> <li>• Description of Services Provided: Vivacity Tech has conducted over \$45,000,000 in sales with TDSynnex. We have consistently sourced key technology products from them, including Chromebooks, carts, cases, and other educational technology solutions designed to support the K-12 sector.</li> </ul> <p><b>Marco Technologies:</b></p> <ul style="list-style-type: none"> <li>• Detroit Wayne Integrated Health Network</li> <li>• Steven Soriano, Technology Manager</li> <li>• Marco Technologies YTD Sales with TD SYNEX: \$85,996,974.52</li> <li>• Marco Technologies Sum of Spend \$ on Equalis EQ-013120-01: \$727,300.70</li> <li>• Detroit, MI</li> <li>• Mobile: 586.718.2887</li> <li>• Work: 313.696.0734</li> <li>• 1-2 Years of Service</li> <li>• Cisco Refresh</li> </ul> <p><b>CARLNTech LLC:</b></p> <ul style="list-style-type: none"> <li>• Agency Name: County of Sacramento</li> <li>• Contact Name &amp; Title: Kirk Uhl, Supervising IT Analyst</li> <li>• City &amp; State Sacramento, CA</li> <li>• Phone Number 916-874-3988</li> <li>• Years Serviced; 7 (both Equalis transactions were in 2024)</li> <li>• Description of Services Provided: Procurement of Check Point Software Technologies products and support renewals</li> <li>• Annual Volume: \$26,491.10 + \$507,437.40 = \$533,928.50 in 2024</li> </ul> <p><b>22 Vets</b></p> <ul style="list-style-type: none"> <li>• Agency Name: Multiple SLED Agencies</li> <li>• Contact Name and Title: Rob Purcell, Chief Mission Officer</li> <li>• City &amp; State: Antioch, IL</li> <li>• Phone Number 847-350-9943</li> <li>• Years Served Since Start Date in 10/2020</li> <li>• Description of Services Provided: As an IT Solution Integrator, we execute our Mission by providing Cyber, Physical, Managed and Integration Security Services.</li> <li>• Annual Volume: \$13M</li> </ul>
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and	<p>TD SYNEX utilizes our Channel partners/Resellers to sell into the FED and SLED market. Our goal is to provide support to the channels to the Equalis contract to allow IT products to be procured by the partners through TD SYNEX. The partners receive a 30 minute training session on how to utilize the contract from the Public Sector Contract Specialists, then they receive a Dealer contract for signature and return to the Contract Specialist for full</p>

	<i>subcontractors comply with the pricing and terms of the contract.</i>	execution. They are also instructed how to obtain quotations for the Equalis products. Once they are established as an Equalis partner, they are added to our website.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	N/A
	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. These will be provided in the space provided in Form 3. No answer is required here.	
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	N/A
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	TD SYNEX offers several programs, including a Diversity Alliance Program plus free access to a sales tool for small partners based on their revenue and number of office locations. Equalis partners are offered both these programs to work with other diverse partners, plus identify new opportunities through the eNavigator sales tool and sell through the Equalis contract.
	<i>Please attach any certifications you have as part of your response to Form 3.</i>	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes! During the week of November 18, 2024, we reached out to many of our MWBE partners through email correspondence and received significant feedback from those eager to continue their involvement with the Equalis program. The majority of the MWBEs we engaged with are current subcontractors under Equalis EQ-013120-01 and are genuinely committed to advancing their subcontracting plans under the new award.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	<p>The TD SYNEX DAP (Distributor Alliance Program) is designed to enhance collaboration between TD SYNEX and its partners. Here are some key aspects of the program:</p> <p><b>Objectives</b></p> <ul style="list-style-type: none"> <li>• <b>Strengthen Partnerships:</b> The DAP aims to build strong relationships with vendors and resellers, fostering a collaborative environment.</li> <li>• <b>Drive Growth:</b> By providing resources and support, the program seeks to drive growth for both TD SYNEX and its partners.</li> </ul> <p><b>Benefits</b></p>

		<ul style="list-style-type: none"> <li>• <b>Access to Resources:</b> Partners gain access to marketing materials, training programs, and sales support to help them succeed.</li> <li>• <b>Incentives:</b> The program often includes incentives for performance, encouraging partners to achieve their sales targets.</li> <li>• <b>Networking Opportunities:</b> Partners can connect with other industry players, sharing insights and best practices.</li> </ul> <p><b>Eligibility</b></p> <ul style="list-style-type: none"> <li>• Typically, the program is open to existing TD SYNEX partners who meet certain criteria, such as sales volume or commitment to the partnership.</li> </ul> <p><b>Support</b></p> <ul style="list-style-type: none"> <li>• TD SYNEX provides ongoing support through dedicated account managers, training sessions, and marketing assistance to ensure partners can effectively leverage the program.</li> </ul>
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>TD SYNEX 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. Marketing activities include:</p> <ul style="list-style-type: none"> <li>• Press releases</li> <li>• Identifying resellers to authorize to promote &amp; sell off of this contract</li> <li>• Reseller recruitment and training</li> <li>• Multiple training webinars for both internal and external sales teams</li> <li>• Dedicated contract web page development</li> <li>• Development of marketing materials</li> <li>• Attending industry events and table top shows</li> <li>• Ongoing reseller recruitment efforts and internal sales training</li> <li>• End-user demand generation team to drive awareness with end-users on behalf of our resellers</li> <li>• Webinars</li> <li>• Customized events that help to create awareness for the contract</li> <li>• Specific plan developed &amp; collaborated with our partners</li> <li>• Social Media collaboration</li> </ul>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Upon award, communicate to vendor and internal Product Management/Business Development teams Contract specific sales trainings for internal sales groups. Customer facing sales teams engage the Public Sector Contract Specialists to meet directly with the OEM's and the Resellers to promote the Equalis contract. During conference events, Equalis is represented as a co-operative agreement supported by TD SYNEX.</p>

		<ul style="list-style-type: none"> <li>• Develop contract terms and conditions statement, pricing calculator, and published contract price file.</li> <li>• Review administrative requirements</li> <li>• E-mail alias already established</li> <li>• Develop dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation</li> <li>• Determine manufacturer's strategy and reseller engagement</li> <li>• Establish reseller qualifiers, sales minimums, agreement</li> <li>• Review contract requirements with authorized resellers</li> <li>• Review required business plan/marketing plan from authorized resellers</li> <li>• Conduct training via webinars of agencies, resellers, sales reps, Business Development Reps, Product Managers and manufacturers</li> </ul>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Yes. Currently in place.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	TD SYNEX has a dedicated reporting team to support our reseller/partner sales. We also have made system enhancements to label and track contract orders and incorporate contract fees added to orders prior to shipment. To verify the correct fees are charged, the End User PO's are required prior to order fulfillment.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of.</i>	OMNIA Partners, NCPA, Sourcewell, PEPPM, TX DIR, GSA
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	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.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	TD SYNEX has over 400 sales representatives across the United States. We also have Public Sector Contract Specialists to support the sales teams, onboard and train our reseller partners to the Equalis contract, plus follow up with any contractual issues or questions that arise. There are currently 5 dedicated specialists to support the partners contracting efforts. <b>Sales offices:</b> Greenville, SC office 39 Pelham Ridge Dr, Greenville, SC 29615, phone 864-349-4500; Clearwater, FL office 16202 Bay Vista Dr, Clearwater, FL 33760, phone 727-539-7429; and Fremont, CA office 44201 Nobel Dr, Fremont, CA 94538, phone 510-656-3333 In addition to these offices, there are many sales representatives in remote offices to cover the support required by our entire reseller/partner community.

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

#### PROPOSAL FORM 4: CLEAN AIR WATER ACT

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.

Potential Vendor: TD SYNEX Corporation

Title of Authorized Representative: Edward W. Somers Jr.

Mailing Address: 39 Pelham Ridge Dr. Greenville, SC 29615

*Edward W. Somers Jr.*



12/12/2024 07:56 AM MST

Signature: \_\_\_\_\_

## PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, 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.

Potential Vendor: TD SYNEX Corporation

Title of Authorized Representative: Edward W. Somers Jr.

Mailing Address: 39 Pelham Ridge Dr. Greenville, SC 29615

*Edward W. Somers Jr.*



12/12/2024 07:56 AM MST

Signature: \_\_\_\_\_



## PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. 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 that all sub-recipients shall certify and disclose accordingly.

Edward W. Somers Jr.



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Signature of Respondent

12/12/2024 07:56 AM MST

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Date

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**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 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 Respondent 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 Region 10 ESC Participating entities in which work is being performed.

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**Fingerprint & Criminal 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 Respondent 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.

Edward W. Somers Jr.



12/12/2024 07:56 AM MST

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Signature of Respondent

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Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. 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 proposal, 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 proposal, 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 proposal 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.


**VENDOR TD SYNnex Corporation**

**ADDRESS**  
39 Pelham Ridge Dr. Greenville, SC 29615

**PHONE 864-349-4374**

**FAX     None**

**RESPONDANT**  
Signed by:  
  
44726B230B234A3...  
Signature  
Janie Frandsen  
Printed Name  
Manager, Public Sector Programs  
Position with Company

**AUTHORIZING OFFICIAL**  
Edward W. Somers Jr.  
 12/12/2024 07:56 AM MST  
Signature  
Edward W. Somers Jr.  
Printed Name  
Vice President, Public Sector TD  
SYNNEX Corporation  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

### BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? EWS  
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? EWS  
(Initials of Authorized Representative)

### TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? EWS  
(Initials of Authorized Representative)

## PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**  
☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Company Name TD SYNEX Corporation

Address 39 Pelham Ridge Dr.

City Greenville

State South Carolina

Zip 29615

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.



EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 8. Debarment and Suspension:

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? <sup>EWS</sup> \_\_\_\_\_

(Initials of Authorized Representative)

### 9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? <sup>EWS</sup> \_\_\_\_\_

(Initials of Authorized Representative)

### 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

#### 11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

#### 12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

#### 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

#### 14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

EWS

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

TD SYNnex Corporation

Company Name

Edward W. Somers Jr.



Signature of Authorized Company Official

Edward W. Somers Jr.

Printed Name

Vice President, Public Sector

Title

12/12/2024 07:56 AM MST

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### 1. Access to Records

#### For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

#### For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

### 2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

### 3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

#### 4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? \_\_\_\_.

(Initials of Authorized Representative)

#### 5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

#### 6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

#### 7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

#### 8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? \_\_\_\_

(Initials of Authorized Representative)

## PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Edward W. Somers Jr.



12/12/2024 07:56 AM MST

---

Signature of Respondent

Date



**PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:

TD SYNnex Corporation

Street:

39 Pelham Ridge Dr.

City, State, Zip Code:

Greenville, SC 29615

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I Edward W. Somers Jr., an authorized representative of TD SYNnex, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
NONE		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Edward W. Somers Jr.



12/12/2024 07:56 AM MST

Authorized Signature and Title

Date

**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

**Company Name:** TD SYNEX Corporation

**Street:** 39 Pelham Ridge Dr.

**City, State, Zip Code:** Greenville, SC 29615

*State of South Carolina*

*County of \_Greenville\_*

*I, Edward W. Somers Jr. of the Greenville*  
Name City

*in the County of Greenville, State of South Carolina of full age, being duly sworn according to law on my oath  
depose and say that:*

*I am the Vice President, Public Sector of the firm of TD SYNEX Corporation*  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison  
Township Board of Education attached proposal, and that I executed the said proposal with full authority to do  
so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion,  
or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and  
that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full  
knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in  
said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods,  
services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,  
except bona fide employees or bona fide established commercial or selling agencies maintained by*

*Edward W. Somers Jr.*  12/12/2024 07:56 AM MST  
TD SYNEX Corporation \_\_\_\_\_ Vice President, Public Sector  
Company Name Authorized Signature & Title

Subscribed and sworn before me

this 12<sup>th</sup> day of December, 2024

*Caryn Jo Jacobs*



12/12/2024 07:59 AM MST



Notary Public of ~~New Jersey~~ Arizona  
My commission expires January 14, 2024

Online Notary Public. This notarial act involved  
the use of online audio/video communication  
technology. Notarization facilitated by SIGNiX®

SEAL

**PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**Company Name:** TD SYNnex Corporation

**Street:** 39 Pelham Ridge Dr.

**City, State, Zip Code:** Greenville, SC 29615

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

Vendors must submit with proposal:

1.

A photo copy of their Federal Letter of Affirmative Action Plan Approval

\_\_\_\_\_
- OR
2.

A photo copy of their Certificate of Employee Information Report

\_\_\_\_\_
- OR

EWS
3.

A complete Affirmative Action Employee Information Report (AA302)

(Initial) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A.

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_

AA201-A upon receipt from the Harrison Township Board of Education
- B.

Approved Federal or New Jersey Plan – certificate enclosed

\_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Edward W. Somers Jr.



\_\_\_\_Edward W Somers, Jr.\_\_\_\_Vice President, Public Sector  
**Authorized Signature and Title**

12/12/2024 07:56 AM MST

\_\_\_\_\_  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26


This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	TD SYNnex Corporation		
Address:	39 Pelham Ridge DR.		
City:	Greenville	State:SC	Zip:29615

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Edward W. Somers Jr.



12/12/2024 07:56 AM MST

Signature

Edward W. Somers Jr.

Vice President, Public Sector

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

☐ Check here if the information is continued on subsequent page(s)





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Limited Liability Partnership
- ☐ X Corporation
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 12 day of December, 2024

(Notary Public)

*Caryn Jo Jacobs*  12/12/2024 07:59 AM MST

My Commission expires: January 14, 2028



*Edward W. Somers Jr.*  12/12/2024 07:56 AM MST

\_\_\_\_\_  
(Affiant)

Edward W. Somers Jr., Vice President, Public Sector

\_\_\_\_\_  
(Print name & title of affiant)



(Corporate Seal)

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

## **PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

### **Check one of the following responses to the General Terms and Conditions:**

**X** We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

## PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

### OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

12/12/2024 07:56 AM MST

Date

Edward W. Somers Jr.




Authorized Signature & Title

**PROPOSAL FORM 23: VENDOR CONTRACT AND 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name	TD SYNnex Corporation
Address	39 Pelham Ridge Dr.
City/State/Zip	Greenville, SC 29615
Telephone No.	864-349-4374
Fax No.	None
Email address	Ed.Somers@tdsynnex.com
Printed name	Edward W. Somers Jr.
Position with company	Vice President, Public Sector
Authorized signature	<div>Edward W. Somers Jr.12/12/2024 07:56 AM MST</div>

**Term of contract** March 1, 2025 **to** February 28, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

<div>Region 10 ESC Authorized Agent</div>	<div>Date</div>
---	-----------------

Print Name

**Equalis Group Contract Number** \_\_\_\_\_



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.





**REQUEST FOR PROPOSAL #R10-1173 FOR:  
Technology Software, Equipment, Services and  
Related Solutions**

November 8, 2024

**Section Three:**

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

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**VENDOR CONTRACT AND SIGNATURE FORM ..... 3**

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## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of March 1, 2025, by and between TD SYNnex Corporation ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Technology Software, Equipment, Services and Related Solutions ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

- 5.3 **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 of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; 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

- 5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **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 (Region 10 ESC or its Participating Members). 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.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products



and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS

- 12.1 **Intellectual Property Rights**: Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related infringement claims. All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.
- 12.2 **End-of-Service Transition**: When software service to a Member is discontinued, Vendor must ensure that all Member Data is securely returned, transferred, or destroyed as directed by the Member. Transfer of data must occur within a reasonable period of time, without significant interruption in service, and in the manner or format in which the data was provided. Vendor must use transfer methods that enable the Member to access and use Member's data and which are reasonably compatible with Member's systems. If data destruction is requested by the Member, Vendor must securely destroy all Member data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Member data.
- 12.3 **Data Security**: Vendor must implement and maintain reasonable security procedures and practices designed to protect Member data from unauthorized access, deletion, use, modification, or disclosure. Vendor must store and process Member data in accordance with standard commercial practices, including appropriate administrative, physical, and technical safeguards to secure it from unauthorized access, disclosure, alteration, and use. Security measures must be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable measures in view of the type and nature of the data involved.
- 12.4 **Security Breach**: In the event of a security breach potentially involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security

incident. Vendor will reimburse the Member for all costs incurred by the Member in investigation and remediation of any security breach caused by the Vendor or subcontractors, including providing notification to individuals whose Personally Identifiable Information (PII) was compromised and to regulatory agencies or other entities as required by law or contract, providing one year's credit monitoring to the affected individuals, and the payment of legal fees, audit costs, fines, and other fees imposed against the Member as a result of the security breach.

- 12.5 **Data Privacy:** Vendor may use Member data only for fulfilling its duties under the Contract. Vendor may not share Member data with or disclose it to any third party without the prior written consent of the Member, except as required by law. Vendor may not use or sell Member data for marketing, advertising, or commercial purposes. Vendor agrees to assist Member in maintaining the privacy of Member data as may be required by State and Federal law, including but not limited to FERPA, PRRA, IDEA, and COPPA. Vendor may provide access to Member data only to its employees and subcontractors who need to access the data to fulfill Vendor's obligations under the Contract. Vendor must ensure that employees and subcontractors who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions included in the Contract.
- 12.6 **Use of Data:** Vendor may not use Member data for purposes of development, research, or product improvement without the express written consent of the Member. All Member data used for such purposes must be de-identified. This prohibition should be understood to include usage of Member data, behavior, or other input to train large language models and other machine-learning tools commonly referred to as "artificial intelligence" or "AI".
- 12.7 **Confidentiality:** Nothing in the Contract should be construed as prohibiting the Member from disclosing any information related to the Contract or related products and services in accordance with applicable law, including court order, subpoena, and the Texas Public Information Act.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **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 in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor 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.
  - 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
  - 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
  - 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
  - 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
  - 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
  - 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor'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 regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

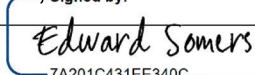
#### 14. CONTRACT SIGNATURE FORM

**Please note:** A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

**VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Prices are guaranteed: **120 days**

Company name	TD SYNnex Corporation
Address	39 Pelham Ridge Drive
City/State/Zip	Greenville, SC 29615
Telephone No.	727-539-7429 X4103080
Fax No.	
Email address	Ed.Somers@tdsynnex.com
Printed name	Edward W. Somers Jr.
Position with company	Vice President, Public Sector
Authorized signature	 7A201C431EE340C...

Term of contract March 1, 2025 to February 28, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Feb 24, 2025

Date

**Dr. Rickey Williams**

Print Name

**Equalis Group Contract Number** **R10-1173F**

## ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

**NOTE:** This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of March 1, 2025 (the "**Effective Date**"), is entered into by and between **Winning Supplier**, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5540 Granite Parkway, Suite 200, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

### SECTION 1. RECITALS

- A.** Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Region 10 issued request for proposal ("**RFP**") #R10-1173 on behalf of Region 10 and Equalis Group Members for Technology Software, Equipment, Services and Related Solutions ("**Products & Services**") and awarded a contract to Winning Supplier.
- C.** Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #**contract number** effective as of March 1, 2025 to provide Products & Services to Equalis Group Members.
- D.** The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E.** Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F.** Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- G.** Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H.** Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

**Appendices.** The appendices attached hereto are made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

**Appendix A** defines Winning Supplier’s reporting requirements.

**Appendix B** sets forth the roles and responsibilities of the Parties.

**Appendix C** defines the financial terms between the Parties.

**Terms in Appendices.** In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

### **Publicity & Joint Marketing.**

**Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

**Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.



## SECTION 3. TERMS & CONDITIONS

**Contract Administration.** Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

**Express Limitation of Equalis Liability.** With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

**Indemnification.** Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

**Term & Termination.** The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

**Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections

and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

**Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: Edward W. Somers Jr.

Street Address: 39 Pelham Ridge Drive

City/St/Zip: Greenville, SC 29615

If to **Equalis:**

Equalis Group LLC

Attn: Eric Merkle, SVP

5540 Granite Parkway, Suite 200

Plano, Texas 75024

**Waiver and Modification.** This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

**Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

**No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

**Entire Agreement.** The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

**Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WINNING SUPPLIER**

**EQUALIS GROUP, LLC**

By: 

Signed by:

  
7A201C431EE340C

\_\_\_\_\_

By: \_\_\_\_\_

Name: Edward W. Somers Jr.

Name: \_\_\_\_\_

Title: Vice President, Public Sector

Title: \_\_\_\_\_

Date: Dec 10, 2024

Date: \_\_\_\_\_

## APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at [Reporting@EqualisGroup.org](mailto:Reporting@EqualisGroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

## APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

### 1. Equalis Services.

**1.1. Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

**1.2. Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

**1.3. Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

### 2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

**2.1. Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via [www.EqualisGroup.org](http://www.EqualisGroup.org)) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.



**2.2. Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

**2.3. Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

**2.4. Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

**2.4.1.** Issuing co-branded press release

**2.4.2.** Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

**2.4.3.** Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

**2.4.4.** Jointly participating in national and regional conferences

**2.4.5.** Jointly attending national and regional Equalis Group Member networking events

**2.4.6.** Designing, publishing, and distributing co-branded marketing materials

**2.4.7.** Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

## APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

### 1. Administrative Fee.

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) (percentage to be negotiated) of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

### 2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

### 3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

## ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

### Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

### Certain Public Agencies and Political Subdivisions:

#### **CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR

CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR  
 CITY OF TUALATIN, OR  
 CITY OF WALKER, LA  
 CITY OF WARRENTON, OR  
 CITY OF WEST LINN, OR  
 CITY OF WILSONVILLE, OR  
 CITY OF WINSTON, OR  
 CITY OF WOODBURN, OR  
 LEAGUE OF OREGON CITIES  
 THE CITY OF HAPPY VALLEY OREGON  
 ALPINE, UT

ALTA, UT  
 ALTAMONT, UT  
 ALTON, UT  
 AMALGA, UT  
 AMERICAN FORK CITY, UT  
 ANNABELLA, UT  
 ANTIMONY, UT  
 APPLE VALLEY, UT  
 AURORA, UT  
 BALLARD, UT  
 BEAR RIVER CITY, UT  
 BEAVER, UT  
 BICKNELL, UT  
 BIG WATER, UT  
 BLANDING, UT  
 BLUFFDALE, UT  
 BOULDER, UT  
 CITY OF BOUNTIFUL, UT  
 BRIAN HEAD, UT  
 BRIGHAM CITY CORPORATION, UT  
 BRYCE CANYON CITY, UT  
 CANNONVILLE, UT  
 CASTLE DALE, UT  
 CASTLE VALLEY, UT  
 CITY OF CEDAR CITY, UT  
 CEDAR FORT, UT  
 CITY OF CEDAR HILLS, UT  
 CENTERFIELD, UT  
 CENTERVILLE CITY CORPORATION, UT  
 CENTRAL VALLEY, UT  
 CHARLESTON, UT  
 CIRCLEVILLE, UT  
 CLARKSTON, UT  
 CLAWSON, UT  
 CLEARFIELD, UT  
 CLEVELAND, UT  
 CLINTON CITY CORPORATION, UT  
 COALVILLE, UT  
 CORINNE, UT  
 CORNISH, UT  
 COTTONWOOD HEIGHTS, UT  
 DANIEL, UT  
 DELTA, UT  
 DEWEYVILLE, UT  
 DRAPER CITY, UT  
 DUCHESNE, UT  
 EAGLE MOUNTAIN, UT  
 EAST CARBON, UT  
 ELK RIDGE, UT  
 ELMO, UT  
 ELSINORE, UT  
 ELWOOD, UT  
 EMERY, UT  
 ENOCH, UT

ENTERPRISE, UT  
 EPHRAIM, UT  
 ESCALANTE, UT  
 EUREKA, UT  
 FAIRFIELD, UT  
 FAIRVIEW, UT  
 FARMINGTON, UT  
 FARR WEST, UT  
 FAYETTE, UT  
 FERRON, UT  
 FIELDING, UT  
 FILLMORE, UT  
 FOUNTAIN GREEN, UT  
 FRANCIS, UT  
 FRUIT HEIGHTS, UT  
 GARDEN CITY, UT  
 GARLAND, UT  
 GENOLA, UT  
 GLENDALE, UT  
 GLENWOOD, UT  
 GOSHEN, UT  
 GRANTSVILLE, UT  
 GREEN RIVER, UT  
 GUNNISON, UT  
 HANKSVILLE, UT  
 HARRISVILLE, UT  
 HATCH, UT  
 HEBER CITY CORPORATION, UT  
 HELPER, UT  
 HENEFER, UT  
 HENRIEVILLE, UT  
 HERRIMAN, UT  
 HIDEOUT, UT  
 HIGHLAND, UT  
 HILDALE, UT  
 HINCKLEY, UT  
 HOLDEN, UT  
 HOLLADAY, UT  
 HONEYVILLE, UT  
 HOOPER, UT  
 HOWELL, UT  
 HUNTINGTON, UT  
 HUNTSVILLE, UT  
 CITY OF HURRICANE, UT  
 HYDE PARK, UT  
 HYRUM, UT  
 INDEPENDENCE, UT  
 IVINS, UT  
 JOSEPH, UT  
 JUNCTION, UT  
 KAMAS, UT  
 KANAB, UT  
 KANARRAVILLE, UT  
 KANOSH, UT

KAYSVILLE, UT  
 KINGSTON, UT  
 KOOSHAREM, UT  
 LAKETOWN, UT  
 LA VERKIN, UT  
 LAYTON, UT  
 LEAMINGTON, UT  
 LEEDS, UT  
 LEHI CITY CORPORATION, UT  
 LEVAN, UT  
 LEWISTON, UT  
 LINDON, UT  
 LOA, UT  
 LOGAN CITY, UT  
 LYMAN, UT  
 LYNNDYL, UT  
 MANILA, UT  
 MANTI, UT  
 MANTUA, UT  
 MAPLETON, UT  
 MARRIOTT-SLATERVILLE, UT  
 MARYSVALE, UT  
 MAYFIELD, UT  
 MEADOW, UT  
 MENDON, UT  
 MIDVALE CITY INC., UT  
 MIDWAY, UT  
 MILFORD, UT  
 MILLVILLE, UT  
 MINERSVILLE, UT  
 MOAB, UT  
 MONA, UT  
 MONROE, UT  
 CITY OF MONTICELLO, UT  
 MORGAN, UT  
 MORONI, UT  
 MOUNT PLEASANT, UT  
 MURRAY CITY CORPORATION, UT  
 MYTON, UT  
 NAPLES, UT  
 NEPHI, UT  
 NEW HARMONY, UT  
 NEWTON, UT  
 NIBLEY, UT  
 NORTH LOGAN, UT  
 NORTH OGDEN, UT  
 NORTH SALT LAKE CITY, UT  
 OAK CITY, UT  
 OAKLEY, UT  
 OGDEN CITY CORPORATION, UT  
 OPHIR, UT  
 ORANGEVILLE, UT  
 ORDERVILLE, UT  
 OREM, UT

PANGUITCH, UT  
 PARADISE, UT  
 PARAGONAH, UT  
 PARK CITY, UT  
 PAROWAN, UT  
 PAYSON, UT  
 PERRY, UT  
 PLAIN CITY, UT  
 PLEASANT GROVE CITY, UT  
 PLEASANT VIEW, UT  
 PLYMOUTH, UT  
 PORTAGE, UT  
 PRICE, UT  
 PROVIDENCE, UT  
 PROVO, UT  
 RANDOLPH, UT  
 REDMOND, UT  
 RICHFIELD, UT  
 RICHMOND, UT  
 RIVERDALE, UT  
 RIVER HEIGHTS, UT  
 RIVERTON CITY, UT  
 ROCKVILLE, UT  
 ROCKY RIDGE, UT  
 ROOSEVELT CITY CORPORATION, UT  
 ROY, UT  
 RUSH VALLEY, UT  
 CITY OF ST. GEORGE, UT  
 SALEM, UT  
 SALINA, UT  
 SALT LAKE CITY CORPORATION, UT  
 SANDY, UT  
 SANTA CLARA, UT  
 SANTAQUIN, UT  
 SARATOGA SPRINGS, UT  
 SCIPIO, UT  
 SCOFIELD, UT  
 SIGURD, UT  
 SMITHFIELD, UT  
 SNOWVILLE, UT  
 CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT  
 CITY OF SOUTH SALT LAKE, UT  
 SOUTH WEBER, UT  
 SPANISH FORK, UT  
 SPRING CITY, UT  
 SPRINGDALE, UT  
 SPRINGVILLE, UT  
 STERLING, UT  
 STOCKTON, UT  
 SUNNYSIDE, UT  
 SUNSET CITY CORP, UT  
 SYRACUSE, UT  
 TABIONA, UT  
 CITY OF TAYLORSVILLE, UT  
 TOOEELE CITY CORPORATION, UT  
 TOQUERVILLE, UT  
 TORREY, UT  
 TREMONTON CITY, UT  
 TRENTON, UT  
 TROPIC, UT  
 UINTAH, UT  
 VERNAL CITY, UT  
 VERNON, UT  
 VINEYARD, UT  
 VIRGIN, UT  
 WALES, UT  
 WALLSBURG, UT  
 WASHINGTON CITY, UT  
 WASHINGTON TERRACE, UT  
 WELLINGTON, UT  
 WELLSVILLE, UT  
 WENDOVER, UT  
 WEST BOUNTIFUL, UT  
 WEST HAVEN, UT  
 WEST JORDAN, UT  
 WEST POINT, UT  
 WEST VALLEY CITY, UT  
 WILLARD, UT  
 WOODLAND HILLS, UT  
 WOODRUFF, UT  
 WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
 ASCENSION PARISH, LA, CLEAR OF COURT  
 CADDO PARISH, LA  
 CALCASIEU PARISH, LA  
 CALCASIEU PARISH SHERIFF'S OFFICE, LA  
 CITY AND COUNTY OF HONOLULU, HI  
 CLACKAMAS COUNTY, OR  
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
 CLATSOP COUNTY, OR  
 COLUMBIA COUNTY, OR  
 COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR  
 COUNTY OF HAWAII, OR  
 CROOK COUNTY, OR  
 CROOK COUNTY ROAD DEPARTMENT, OR  
 CURRY COUNTY, OR  
 DESCHUTES COUNTY, OR  
 DOUGLAS COUNTY, OR  
 EAST BATON ROUGE PARISH, LA  
 GILLIAM COUNTY, OR  
 GRANT COUNTY, OR  
 HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY  
SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOEELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC  
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED  
TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION  
3  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY



MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL  
 SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),  
 UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS  
 AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF  
 HAWAII  
 ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH