



Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor: ePlus Technology Inc

Contract Number: R10-1173B

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, 972-348-1184

Your Local Equalis Representative: Find them here





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

November 8, 2024

Section Two:

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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:

N PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- X PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES
- | | PROPOSAL FORM 4: CLEAN AIR AND WATER ACT
- PROPOSAL FORM 5: DEBARMENT NOTICE
- |X| PROPOSAL FORM 6: LOBBYING CERTIFICATION
- ROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
- X PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295
- $|\overline{\chi}|$ PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION
- PROPOSAL FORM 11: RESIDENT CERTIFICATION
- ROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM
- X PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
- |X| PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)
- ROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT
- | PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
- PROPOSAL FORM 17: C. 27I POLITICAL CONTRIBUTION DISCLOSURE FORM
- | | PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION
- ROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- $\overline{|\mathbf{X}|}$ PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT
- PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- X 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.

(The rest of this page is intentionally left blank)

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 <u>may</u> 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 | | |
|---|---|--|--|--|
| Basic Information | | | | |
| Required information for notification of RFP results | What is your company's official registered name? | ePlus Technology, inc. | | |
| | What is the mailing address of your company's headquarters? | 13595 Dulles Technology Drive, Herndon, VA 20171 | | |
| | Who is the main contact for any questions and notifications | Amy Knower VP SLED Business Development | | |
| | concerning this RFP response, including notification of award? | Amy.Knower@eplus.com 1-919-818-2311 | | |
| | Provide name, title, email address, and phone number. | | | |
| Products/Pricing (30 Points) | | | | |
| 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, no additional fees will be charged to the end customer to utilize this contract. | | |
| warranties ії арріісавіе | Do you offer any other promotions or incentives for | ePlus works closely with our manufacturers. When there are incentives/promotions available for a particular solution that provide increased discount, ePlus may pass that on to the clients using this contract. ePlus can also provide additional incentives, such as trade-in credits for displaced equipment, where permitted by funding sources. | | |

| | customers? If yes, please | |
|-------------------------------------|------------------------------------|--|
| | describe. | |
| Ability of Customers to verify that | Were all products/lines/services | All products will be delivered F.O.B. destination, with the destination being the ship to address specified on the |
| they received contract pricing | and pricing being made available | applicable order or SOW. Title and risk of loss shall pass to the client at the F.O.B. destination point of delivery. If |
| | under this contract provided in | special delivery or handling charges are applicable, they shall be pre-approved and paid by the client based on |
| | the attachment B and/or | individual quote/SOW. |
| | Appendix B, pricing sections, | |
| | including shipping, installation, | |
| | and other peripheral costs/fees? | |
| Payment methods | Define your invoicing process and | ePlus invoices upon shipment of product and payment terms of net 30 begin upon shipment date. |
| | methods of payments you will | We accept ACH, wire payment and checks. |
| | accept. Please include the overall | |
| | process for agencies to make | Additional T's and C's can be found here: https://www.eplus.com/policy-pages/terms-and-conditions |
| | payments | |
| Other factors relevant to this | No answer is required. Region 10 w | vill utilize your overall response and the products/services provided in Attachment B to make this determination |
| section as submitted by the | | |
| Respondent | | |
| Performance Capability (25 Po | oints) | |
| Product, service and solution | Please provide a high-level | ePlus is proposing solutions for multiple OEMs, as well as a list of supporting products. ePlus is authorized to resell |
| features and capabilities | overview of the products and | the complete manufacturer's catalog, including all products and related services for the proposed solutions. |
| | services being offered and how | Every technology investment starts with a "why". Whether to become more efficient, better manage costs, enable |
| | they address the scope being | new revenue streams, enhance productivity by automating manual operations or shore up security in the wake of a |
| | requested herein. | discovered vulnerability, there are too many "whys" to count. But each one of them has the same answer to "how" |
| | | these things are achieved: ePlus. Whatever the reason, your why is our way. |
| | | The future of the modern enterprise will be one driven by rapidly scaling technologies that connect everyone and |
| | | everything, securely, intelligently, and automatically. The possibilities for transformation are unimaginable, as are the |
| | | challenges for any IT, business, and finance leader whose tomorrows depend on getting it right today. When we say |
| | | that "your why is our way," we mean it, and the proof is our 30+ years of success and experience with thousands of |
| | | |
| | | happy customers. Whatever the technology, we have the knowledge, experience, flexibility, creativity and |
| | | commitment to excellence that will help you achieve more. Customer first. Services Led. Results driven. |
| | | Our customers are at the core of every decision, every investment and every one of our offerings. Our solutions |
| | | portfolio is designed, and continues to grow, with our customers' desired business outcomes in mind. The ePlus |
| | | portfolio of solutions and services spans the following: |
| | | • ARTIFICIAL INTELLIGENCE – Unlock the full potential of AI with guidance at any stage of the journey, from assessing |
| | | readiness, defining use cases, deciding to build or consume, and ensuing a successful proof of concept to design, |
| | | implementation, and management. |
| | | CLOUD & DATA CENTER – Leverage cloud in transformative ways by modernizing data center infrastructure, |
| | | extending those capabilities to cloud, accelerating cloud migrations and optimizing cloud platforms (and spend) to |
| | | meet dynamic and evolving business needs. |
| | | • SECURITY – Ensure security and reliability by design from end to end with cutting-edge solutions, tools, intelligence |
| | | |
| | | and managed services that help diagnose, predict, map, secure and protect every facet of an environment. |

| serv | tline how your products and vices compare to those of your npetitors. | NETWORKING – Build a resilient, efficient, agile, defensive and intelligent network capable of supporting modern initiatives. Design and deploy next-generation enterprise and service provider networks to ensure that all domains are supported with high-performing, fault-tolerant, secure, intelligent and application-aware solutions. COLLABORATION – Empower hybrid work and unleash productivity from anywhere, simply and securely. With full integration into existing business tools and processes, modern collaboration solutions accelerate workplace/workspace transformation, enhance employee and customer experiences and ensure secure interactions with predictable cost models. SERVICES – Maximize return on IT investments, facilitate implementations and enhance technology performance through our broad portfolio of consultative and managed services. Driven by technical expertise, our award-winning team brings a modular approach to designing, developing, protecting, optimizing, staffing and managing the technology that fuels our customers' business at every stage of their lifecycle. FINANCING AND CONSUMPTION MODIES – Boost investment power by aligning technology and payment solutions to provide cost predictability, flexible contract terms and fast, easy access to hardware, software and services. Our expertise in core and emerging technologies, buttressed by our robust portfolio of consulting, professional, and managed services has enabled ePlus to remain a trusted advisor for our customers. Our approach is to lead with advisory consulting to understand our customers' needs, and then design, deploy and manage solutions aligned to their objectives. Underpinning the broader areas of Cloud, Security, and Digital Infrastructure are specific skills in orchestration and automation, application modernization, DevOps, data management, data visualization, analytics, network modernization, edge compute and other advanced and emerging technologies. In addition, we offer a wide range of consumption options including leasing and fi |
|------|---|---|
| Desc | scribe how you maintain | Our broad portfolio enables us to deliver a unique customer experience that spans the continuum from fast delivery |
| | , | of competitively priced products, services, subsequent management and upkeep, through to end-of-life disposal |

| offerings and applicable vetting | services. This approach permits ePlus to deploy ever-more-sophisticated solutions enabling our customers' business |
|-------------------------------------|---|
| strategies for onboarding new | outcomes. |
| product brands. | |
| Outline how your products, | |
| services and/or solutions meet | |
| necessary industry standards and | Please see attachment included for ePlus Policies and Practices Overview. |
| regulatory requirements. | |
| Describe environmental and | Related to environmental and energy practices ie. End-of-life products, this is maintained between the Manufacturer |
| energy efficiency practices your | and end-user. For sustainability, please visit https://discover.eplus.com/esg environmental for more information |
| organization follows such as end- | regarding our environmental initiatives. |
| of-life device removal and | |
| sustainability initiatives. | |
| List the number and location of | ePlus is headquartered in Herndon, VA and has offices across the country dedicated to serving our customers and |
| offices or service centers for all | providing support tailored to meet their needs. https://eplus.com/about-us/locations |
| states being proposed in | National Headquarters |
| solicitation. Additionally, if your | ePlus Technology, inc. |
| company does not offer all | 13595 Dulles Technology Drive |
| products and services in all 50 | Herndon, VA 20171 |
| states, please describe any | Phone: 703-984-8400 |
| geographical limitations on any | Fax: 703-984-8600 |
| product or service offered. | www.eplus.com |
| | |
| | ePlus Configuration Center Services (10,000 sf warehouse located in Sterling, VA) |
| | Device Staging |
| | Software Imaging |
| | Rack Build Services |
| | Asset Tagging |
| | Warehousing and Logistics |
| | Custom Offerings ie., Design, Configure, Deploy based on customer needs |
| | Various software imaging options, including MDT, SCCM, Ghost, and Hosted Solutions |
| | Multiple pre-staging racks utilized for pre-configuring servers, switches, routers, storage, and other devices |
| | Ability to incorporate into ePlus product lifecycle management solutions |
| | Large integration spaces capable of configuring multiple devices simultaneously |
| | Secure VPN remote access |
| | |
| | Bomestic and international simpling capabilities |
| | ePlus project management and engineering support |
| | Easily combined with ePlus onsite installation service |
| Outline any value-added | ePlus is a value-added reseller that offers a multitude of technology and services for: |
| capabilities not already | Al |
| addressed. | • Cloud |
| duar essea. | |
| | Security |
| | Data Center |
| | |

- Networking
- Collaboration
- Services
- Financing and Consumption Models

ePlus Customer Experience

At ePlus, our sound guidance and deep expertise are grounded in our customer-first mentality. Knowing your why is the first step in getting to the how. Our Customer Experience professionals are on a mission to help our customers achieve their business goals through their technology solutions and services. What does that really mean? ePlus has the expertise to help our customers extract the most value from their technology investments, reduce time to value, speed innovation, mitigate barriers, and enable delivery of an elevated human experience. We believe that our focus on Customer Experience and Customer Success empower your organization to fully harness the potential of your technology investments while helping mitigate risk.

For IT leaders, the ePlus CX team provides the tailored expertise you need to maximize the power of your software and services investments, so you can deliver business objectives, FASTER!

Tailored & Dedicated Customer Success Management for ePlus customers investing in an ePlus Managed Service or a Cisco Enterprise Agreement or subscription.

The ePlus Managed Service Customer Experience team is dedicated to customers investing in an ePlus Managed Service and is your primary non-technical point of contact from service onboarding through renewal and provide governance and oversight of the service. In addition, they provide client advocacy, escalation support, incident and change ticket management, device adds, and provide recurring service business reviews that provide business and technology insights as a look-back and a look-forward.

The ePlus Software Customer Experience team delivers adoption services for customers investing in a Cisco Enterprise Agreement or subscription. The ePlus Software Customer Experience team is designed to help you maximize the value of your Cisco software investments by ensuring a smooth and effective software adoption process by providing the following benefits.

- <u>Expert Guidance</u>: Our team of Cisco certified Customer Success Managers (CSM) provide the personalized
 expertise you need to adopt your Cisco software. As your primary point of contact your ePlus CSM is
 dedicated to you for the term of your Cisco agreement and provides ongoing support, guidance, and
 resources to ensure adoption barriers are mitigated and business outcomes are achieved.
- Enhanced Efficiency: Our ePlus Adoption Framework was designed to accelerate your time to value, ensuring that your team can quickly leverage the full capabilities of your Cisco software. Your ePlus CSM will work closely with you to understand your business goals and provide a personalized Customer Success Plan tailored to your adoption journey as they guide you through the four (4) stages of our ePlus Adoption Framework; Onboard, Activate, Adopt, Advise.
- Ongoing Support: Our commitment does not end at activation. We offer continuous guidance and
 awareness to help you maximize your software investments, we help you keep a watchful eye on your
 consumption to help mitigate risk of overconsumption at time of True Forward (unplanned spend), and
 your ePlus CSM educates you and your team as new features and functionality are released to the software.

| Customer implementation and | Describe your company's | Customers that are new to Annuity Services experience a mature onboarding project led by a knowledgeable Project |
|--------------------------------|----------------------------------|--|
| scalability | implementation and training plan | Manager. Implementations go through standard lifecycle phases including Information Gathering, Validation, and |
| • | for new customers, including | Operations Reviews before the move to production/go-live is agreed upon. |
| | general timelines for applicable | , |
| | implementation services. | |
| | Outline what ongoing training | Training depends on the type of products and/or services delivered and the levels of customer resources impacted. |
| | and consulting support is | All training is customized based on customer need and will be detailed in SOW. |
| | available to customers. | 7 in draining is constanting as a state of constant in the draining in source. |
| | | We offer: Technology Workshops, Technical Training, AI/ML/DL Training, Security Workshops |
| | | https://www.eplus.com/services/training-services |
| | Outline the scalability of the | We provide technology solutions to a wide spectrum of global clients enabling them to optimize their IT |
| | products, services and/or | infrastructure and supply chain processes. Our customers include leading organizations in the Fortune 500, |
| | solutions offered for varying | entertainment, finance, manufacturing, healthcare, and in various other vertical markets. We work with clients to |
| | organizational sizes and growth | understand their markets and the challenges they face. Then we design solutions to help them succeed in their |
| | trajectories. | business environment using our team of employees who collectively carry more than 1,700 technical certifications |
| | trajectories. | from many preeminent technology vendors in our partner ecosystem. |
| Maintenance services and staff | Outling your proventative | |
| | Outline your preventative | As we offer a wide range of products and services, a preventative maintenance program is tailored based on the |
| qualifications | maintenance program for the | customer needs. |
| | offered products and services. | |
| | Identify certifications and | When it comes to maximizing your IT deployments, ePlus draws upon solid experience gained from thousands of |
| | qualifications required by | successfully delivered engagements. We bring that collective knowledge to every customer project. With more than |
| | technical and maintenance staff. | 650 engineers certified by the top OEMs in the world https://www.eplus.com/partners , we apply our expertise across |
| | | disciplines—including cloud, data center, security, networking, collaboration, and emerging technologies. With ePlus, |
| | | you will have a trusted partner to plan, architect, deploy, support, and optimize your IT footprint. Annuity Services |
| | | personnel have vendor certifications and qualifications across all vendors that we support so that we can provide all |
| | | levels of appropriate support. Our highly experienced team of fully accredited and certified PMPs follow an ITIL/PMI- |
| | | based approach and proven methodology. With quality assurance built into our flexible service models and |
| | | centralized project management delivery processes—complemented by a clear focus on team leadership, customer |
| | | advocacy, and commitment to service—you'll benefit from accelerated migrations. |

ePlus Awards and Accreditations

Awards

2024

CRN® 2024 Managed Service Provider (MSP) 500 Elite 150

CRN® 2024 Tech Elite 250

CRN® 2024 Solutions Provider 500

Cybersecurity Excellence Awards: Cyber Portfolio Management

F5 North America 2023 Strategic Solutions Partner of the Year

Juniper Partner of the Year for Cloud-Ready Data Center

Lenovo U.S. Infrastructure Solutions Partner of the Year z

Northrup Grumman Supplier Excellence Award

Varonis Growth Partner of the Year

2023

Cisco Global Customer Experience Partner of the Year

Cisco WebexOne Reimagine Work Partner of the Year, Americas

BizLibrary: Best Overall Learning & Development Experience

CRN® 2023 Managed Service Provider (MSP) 500 Elite 150

CRN® 2023 Tech Elite 250

CRN Solutions Provider 500

NetApp North American Flexpod Partner of the Year

Pure Storage Fastest Growth Partner of the Year

Rubrik 2023 Public Sector Partner of the Year

Rubrik North American Partner Sales Champion of the Year

Top Workplaces USA 2023

Veeam Growth Partner of the Year

2022

Cisco U.S. Partner of the Year

Cisco Global Marketing Partner of the Year

Cisco Americas Marketing Partner of the Year

Cisco Enterprise Networking Partner of the Year for the U.S. East Region

Cisco Social Impact Partner of the Year Award for the Americas

Cisco Mass Scale Infrastructure Partner of the Year for the Americas*

Cisco Service Provider POY and Capital POY for the U.S. Central Area*

CRN® Triple Crown Award

CRN® 2022 Solution Provider 500

CRN® 2022 Managed Service Provider (MSP) 500 Elite 150

CRN® 2022 Tech Elite 250

Dell Technologies North America Channel Services Delivery Excellence POY

Dell Technologies Server Excellence Partner of the Year

Gigamon Americas Partner of the Year

Juniper 2022 Icon Award and Juniper Innovation Award

Palo Alto Networks 2022 Americas Social Impact Award

Pure Storage Customer Advocacy Partner of the Year

Nutanix 2022 Global Reseller of the Year

Nutanix Americas Reseller of the Year and Nutanix Americas Partner Systems Engineer of the Year















| | | Accreditations | |
|---|--|--|--|
| | | AICPA SSAE Type 2 SOC 1 AICPA SSAE Type 2 SOC 2 HIPAA and HITECH ISO9001 QMS | OneSource Family of Software Products Managed Services Center Service Desk Cloud Hosted Services Cloud Hosted Services Warehouse Operations |
| | | Advanced Authorizations and S | Staff Certifications |
| | | at the forefront of technology, enabling an extensive roster of staff certification | leading manufacturers keep ePlus engineers and sales professionals ng them to deliver industry leading solutions to our clients. We hold ons and partnership designations. tations and https://www.eplus.com/about-us/awards |
| Integration with other platforms | Outline any integration capabilities the proposed services and/or solutions have with existing IT infrastructure or other platforms/systems. | Annuity Services has an "eBonding" Service ServiceNow with the customer ticketing sy | e – which integrates the Managed Service Center and Service Desk's ystem. |
| | Outline product assessment capabilities to ensure product compatibility with existing hardware systems. | data center, and storage. Our assessments to evaluate performance to support your I immediate insight into the health of your remediation plan for critical issues, cost sa | very critical discipline, including cloud, security, virtualization, networking, is help ensure your IT environment is secure and cloud-ready. You'll be able business requirements and improve the customer experience as well as gain environment to reduce risk. You will be armed with an actionable avings measures, and consolidation opportunities that support your ith ePlus you can be confident that best practices are being used and that compliance requirements |
| Security protocols and privacy protection | Please describe protocols taken to ensure the protection of privacy and data. | Please see attachment included for ePlus F | |
| Customer service/problem resolution | Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.). | ticketing records. | rs 24/7/365 and follows ITIL best-practice for monitoring, management, and |
| | Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests. | _ · | g cable in an order. The sales team assigned to the customer will work e item shipped overnight or until it is resolved. |

| | Outline the return and exchange policy including any warranties/product guarantees offered. | Our dedicated sales team works with the manufacturer and the End-User on any return and/or exchanges upon request. ePlus offers a 30-day return policy for products. To be eligible for a return, the item must be unused and in its original condition. Customers are responsible for the cost of returning the product and for any damage that occurs during transport. ePlus will reimburse the customer within 14 days of receiving the product and confirming that the return was made in accordance with the terms and conditions. Approvals for unused, unopened returns are subject to manufacturer return policies and guidelines and ePlus' ability to return product to its vendors. Such products must be complete and in manufacturer's original packaging, with no visible damage. For additional information: https://www.eplus.com/policy-pages/terms-and-conditions |
|---|--|---|
| Financial condition of vendor | 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 & bond ratings, letters of credit, and detailed refence letters What was your annual sales | Our full financial statements of quarterly and annual audited financials can be viewed at http://www.eplus.com/investors/financial-reporting/annual-reports or www.sec.gov . Our full financial statements of quarterly and annual audited financials can be viewed at |
| | volume over last three (3) years? | http://www.eplus.com/investors/financial-reporting/annual-reports or www.sec.gov . Year ended March 31, 2024 Net Sales: \$2,225.3 million Adjusted EBITDA: \$190.4 million Net Earnings: \$115.8 million Year ended March 31, 2023 Net Sales: \$2,067.7 million Adjusted EBITDA: \$190.6 million Net Earnings: \$119.3 million Year ended March 31, 2022 Net Sales: \$1,821.1 million Adjusted EBITDA: \$170.0 million Net Earnings: \$105.6 million |
| History of meeting products and services deadlines | Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed. | As ePlus is a reseller, our committed sales team will monitor the delivery of all product between the manufacturer and the End-User. |
| 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 | Our dedicated SLED Operations department can work with you upon individual request. |

| | Provide your safety record, safety rating, EMR and worker's compensation rate where available. | EMR *** Number of Lost Workday Cases (DART) Number of recordable injuries (RIR) Number of Fatafities Employee Howe Worker's Comp Loss Ratio (RIR) Worker's Worker's Worker's | Year Ending 2024 0.63 | Year Ending 2023 0.62 1 7 0 3,313,909.67 | Year Ending 2022 0.67 6 0 3,011,171 0.4 | Year Ending 2021 0.64 3 5 0 2,822,990 0.43 | |
|--|--|--|---|--|---|---|--|
| | | Comp Loss Ratio (DART) | | 0.06 | 0.4 | 0.35 | |
| Qualification and Experience (| 25 Points) | Average # Employees | | 1,778 | 1,615 | 1,504 | |
| Respondent reputation in the marketplace | Provide a link to your company's website Please provide a brief history of your company, including the year it was established. | moder custom workfo accred ePlus o Data C profess our cus compa year er http:// | s a cust nize, op ners acr orce envitations Irives tr enter, (sional, i stomers ny with nding M | omer fir obtimize, ross the vironme s, top incruly tran Cloud, Somanages at the channel March 31 eplus.cor | and scal U.S., Eur nt. Back dustry re sformat ecurity, I d, consu core. Eac adjustec , 2024. (n/invest | e their IT cope, and cognitio conal res Enterpris Itative a ch day. E d gross b Dur full f ors/fina | results driven and trusted industry leader that helps organizations secure, T. For more than 30 years, we have stood side by side with over 5,000 d Asia, helping navigate an increasingly complex and dynamic IT, regulatory and n unparalleled bench of technical experts, more than 5,500 certifications and on, and a relentless commitment to innovation on behalf of everyone we serve, sults. We achieve these outcomes via expertise across Artificial Intelligence, see and Carrier-Grade Networking and Collaboration, as well as a robust set of nd other services. It's equal parts strategy, execution, and results, always with Every day. Founded in 1990, ePlus inc. (NASDAQ NQGS: PLUS) is a public billings of \$3.3B and shareholders equity of \$901.8M as of its most recent fiscal financial statements of quarterly and annual audited financials can be viewed at ncial-reporting/annual-reports or www.sec.gov. |
| Past relationship with Region 10 ESC and/or Region 10 ESC members | Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work? | We ha | ve worl | ked close | ely with | Richard | Equalis Group TD SYNNEX, Region 10 ESC (EQ-013120-01E) contract since 2022. Gyure, Director of Procurement for Equalis Group. |
| Experience and qualification of key employees | 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: * Executive Support * Account Manager * Contract Manager * Marketing | GPasha Accour Contra Marke Billing, | ive Supardis@ent Man ct Man ting: M | pport: Geeplus.co ager: La ager: M lary Cha | eorge Pa m una McN arie Dav vez, Sr N Accoun t | shardis, Millen, Sı is, SR SL Iarketinş | es (Attached) Senior Vice President International Sales and Public Sector and Healthcare, r Account Executive, Launa.McMillen@eplus.com ED Operations Manager, Marie.Davis@eplus.com g Manager, Mary.Chavez@eplus.com ple: Katherine Lamb, Billing Supervisor Tech-AP@eplus.com |

| | * Dillian managhing C Assessate | |
|--------------------------------------|------------------------------------|--|
| | * Billing, reporting & Accounts | |
| | Payable | |
| Past experience working with the | What are your overall public | Our full financial statements of quarterly and annual audited financials can be viewed at |
| public sector | sector sales, excluding Federal | http://www.eplus.com/investors/financial-reporting/annual-reports or www.sec.gov. |
| | Government, for last three (3) | |
| | years? | |
| | What is your strategy to increase | ePlus promotes all of our product and service offerings via industry tradeshows, the ePlus website |
| | market share in the public sector? | https://www.eplus.com/solutions, through our extensive social media presence, via our ePlus podcasts, ePlus |
| | | webinars, ePlus blogs, customer case studies, and white papers. |
| Past litigation, bankruptcy, | Provide information regarding | Information about pending litigation is confidential and highly sensitive. ePlus maintains a combination of |
| reorganization, state investigations | whether your firm, either | commercial, captive and insurance vehicles that we believe is adequate to satisfy any likely judgment or settlement. |
| of entity or current officers and | presently or in the past, has been | We do not believe any litigation that may be pending against ePlus will materially affect our ability to effectively |
| directors | involved in any litigation, | perform the services contemplated by your request for proposal. |
| | bankruptcy, or reorganization. | |
| Minimum of 5 public sector | Provide a minimum of five (5) | Below are several public sector references who can speak to the experience, professionalism, and quality of resources |
| customer references relating to the | customer references for product | ePlus has provided for them for several years. |
| products and services within this | and/or services of similar scope | |
| RFP | dating within the past 3 years. | Entity: County of Erie NY |
| | Please try to provide references | Contact Name/Title: Michael Schenkel, Manager of Information Processing |
| | for K12, Higher Education, | City, State: Buffalo, NY |
| | City/County and State entities. | Phone Number: 716-858-3260 |
| | Provide the entity; contact name | Years Serviced: 15+ years |
| | & title; city & state; phone | Description of Services: Cisco EMS, and some install services related to AV/collaboration projects, Some Firewall |
| | number; years serviced; | work |
| | description of services; and | Annual Volume: \$3-5 M |
| | annual volume | |
| | | Entity: Chemung County |
| | | Contact Name/Title: Aaron Dowd, Director Information Technology |
| | | City, State: Elmira, NY |
| | | Phone Number: 607-873-1144 |
| | | Years Serviced: 15+ years |
| | | Description of Services: Cisco networking and collaboration |
| | | Annual Volume: \$1 M |
| | | Annual Volume. 91 W |
| | | Entity: Norfolk Public Schools |
| | | Contact Name/Title: Jesse Zamora, Sr. Director Information Technology |
| | | City, State: Norfolk, VA |
| | | Phone Number: 757-628-3450 |
| | | Years Serviced: 2016- current |
| | | |
| | | Description of Services: District Wide switching, wireless, video surveillance, and phone deployment. Several |
| | | different security projects to include firewall, Endpoint protection, data protection, Managed Detection and |
| | | response. Data Center projects including Servers, Storage and Hyperconverged. |
| | | Annual Volume: \$3 M |
| | | |

| | I | |
|----------------------------------|--------------------------------------|---|
| | | Entity: Suffolk Public Schools |
| | | Contact Name/Title: John Littlefield, CIO |
| | | City, State: Suffolk, VA |
| | | Phone Number: 757-925-6750 |
| | | Years Serviced: 2004- current |
| | | Description of Services: District Wide switching, wireless, and phone deployment. Several data center projects |
| | | around storage and servers. |
| | | Annual Volume: \$900 K |
| | | Entity: City of Portsmouth |
| | | Contact Name/Title: Todd Rothfuss, Director Network & Security |
| | | City, State: Portsmouth, VA |
| | | Phone Number: 757-393-8871 |
| | | Years Serviced: 2016- current |
| | | Description of Services: District Wide Switching, Wireless and Security |
| | | Annual Volume: 300k+ |
| | | Entity: City of Suffolk |
| | | Contact Name/Title: Rob Salak, Assistant CIO |
| | | City, State: Suffolk, VA |
| | | Phone Number: 757-514-7241 |
| | | Years Serviced: 2015- current |
| | | Description of Services: District Wide Switching, Wireless, Security and Storage |
| | | Annual Volume: 300k+ |
| Company profile and capabilities | Do you plan to sell to customers | ePlus delivers integrated solutions to help our customers achieve positive business outcomes, leveraging the |
| company prome and capabilities | directly, use resellers or | technology of industry-leading partners. Spanning the entire lifecycle of the technology ecosystem, including Cloud, |
| | subcontractors, or a combination | Security, Networking, Data Center, Collaboration and AI, our well-established partnerships allow us to offer |
| | of both? If you intend to use | customers best in class solutions and services that fuel their success, wherever they are on their technology journey. |
| | resellers and/or subcontractors, | customers best in class solutions and services that fact their success, wherever they are on their technology journey. |
| | describe your process for | Yes, we plan to sell to customers directly and intend to use subcontractors as needed. Resellers may be added as |
| | ensuring that resellers and | required. |
| | subcontractors comply with the | required. |
| | pricing and terms of the contract. | ePlus selects subcontractors and vendors based on objective criteria, including: |
| | priemy and terms of the contract. | Quality |
| | | Technical Experience |
| | | |
| | | Price The state of the |
| | | • Delivery |
| | | Adherence to schedules |
| | | Service and Maintenance of adequate sources of supply |
| | | https://www.eplus.com/policy-pages/terms-and-conditions |
| Exhibited understanding of | | ill utilize your overall response to this questionnaire to make this determination. Previous experience with |
| cooperative purchasing | cooperatives is not necessary to sco | ore well for this criterion. |

| Other factors relevant to this | If your company is a privately | N/A |
|------------------------------------|---------------------------------------|--|
| section as submitted by the | held organization, please indicate | |
| Respondent | 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. | |
| | Provide a copy of all current license | es, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or |
| | certifications from any other govern | nmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the |
| | space provided in Form 3. No answ | er is required here. |
| MWBE Status and/or Program | Capabilities (10 Points) | |
| MWBE status, subcontractor plan, | Please indicate whether you hold | N/A |
| and/or joint venture program | any diversity certifications, | |
| and, or joine contains program | including, but not limited to | |
| | MWBE, SBE, DBE, DVBE, HUB, or | |
| | HUBZone | |
| | Do you currently have a diversity | ePlus is dedicated to fostering, cultivating, and preserving a culture that embraces diversity, enables inclusion, and |
| | program in place, such as a | makes our employees feel comfortable bringing their full, genuine selves to work. We celebrate the many diverse |
| | Mentor Protégé Program or | qualities that make our employees unique—gender, ethnicity, race, sexual orientation, age, ability, veteran status, |
| | subcontractor program? If you | religion, culture, background, experience, strengths, perspectives and more. We are dedicated to customer and |
| | have a diversity program, please | community service, acting with integrity in all things, and putting our ethics into practice. |
| | describe it and indicate whether | community service, decing with integrity in an annings, and patents our earnes into practice. |
| | you plan to offer your program or | ePlus has implemented a supplier diversity program as a commitment to our customers and supplier community. We |
| | partnership through Equalis | currently collect diverse supplier info and conduct outreach to identify potential supplier partners. We have the |
| | Group? | resources to identify and match diverse suppliers with customer opportunities when requirements align. We can |
| | Group. | utilize diverse suppliers in a wide variety of products and services across many manufacturers and scope types. These |
| | | diverse owned suppliers are options to fulfill many of the products and services ePlus offers. We have suppliers that |
| | | meet woman-owned, HUBZone, veteran-owned, service-disabled veteran owned, minority owned, and other |
| | | categories as defined by SBA and NMSDC. We can offer our diverse supplier program through Equalis Group and |
| | | allow the recognition of lower tier diverse supplier credit. ePlus can support opportunities that are identified as |
| | | potential diverse supplier scopes and help fulfill those requirements. |
| | | potential diverse supplier scopes and help fulfill those requirements. |
| | Please attach any certifications you | ı have as part of your response to Form 3. |
| Good faith efforts to involve MWBE | Did your company contact | We have existing relationships and agreements established with MWBE's and diverse owned suppliers that can |
| subcontractors in response | MWBEs or minority chambers of | support the scopes of this RFP. |
| 3ubcontractors in response | commerce by telephone, written | support the scopes of this fire. |
| | 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? | |
| | unu/or joint ventures? | |

| Demonstrated ongoing MWBE program | 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. | ePlus maintains high levels of certification with the OEMs, distributors and minority partners to allow for product procurement through the OEMs (where possible), distributors and minority partners. These certifications and relationships allow flexibility in acquiring and delivering products to meet customer needs and provide a diverse means of acquisition in the event of challenges with any one distribution model. ePlus actively sources new diversity owned suppliers by using resources available to us through industry organizations, such as NMSDC. We also receive recommendations through existing manufacturer partners, customers, and industry trade events for outreach. We include MWBE subcontractors and partners in future work scopes whenever they align with customer requirements to meet diversity goals and utilize them company-wide across customer programs. ePlus successfully delivers numerous professional services from internal staff. In some engagements, ePlus uses strategic subcontractors to deliver professional services. These subcontractors enhance the delivery abilities of ePlus to meet customer demands. ePlus is committed to delivering solutions that include diversity focused dollars. We have a longstanding relationship with multiple minority partners who enable ePlus to deliver tailored diversity spend programs to our customers. Specifically, we have referenceable relationships with the following partners: Telcobuy (Minority African American Owned), Jenne (Female Owned), MobileMatics (Female Owned), N2Grate (HUB Zone), Maureen Data Systems (Female Owned), Copper River Technology (Native American Owned), and eClaro (Minority Asian Owned). This is not |
|--|--|---|
| Commitment to Service Equal | is Crown Marchard (10 Daints) | an exhaustive list, and our diversity relationships include several more partners. |
| Marketing plan, capability, and commitment | 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. Detail how your organization will train your sales force and | ePlus will include not only the contract, but a summary of the pertinent information and links to the contract documents themselves on its website. Upon award, our marketing team intends to launch a notification campaign in conjunction with our Account Executives to ensure all entities are aware of what this contract offers. Campaign will include email marketing, social media and a press release. ePlus has a SLED Operations team dedicated to supporting our sales and customer services teams. The team has an internal process in place in which they provide the following: |
| | 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. | Training prior to use and continued training throughout the life of the contract Internal Resources with contract FAQ's and document retention Monthly status updates Customized internal events to promote and drive awareness |
| | 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 | ePlus agrees to provide its company logo(s) to Region 10 ESC and Equalis Group for reproduction of log in marketing communications and promotions. |
| Ability to manage a cooperative contract | Describe the capacity of your company to report monthly sales | The SLED Operations Team will be responsible for the reporting of monthly sales through this agreement to Equalis Group. This an experienced team established to manage all SLED contract reports for ePlus. |

| | through this agreement to Equalis Group. | |
|---|---|--|
| | Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of: | ePlus is an authorized reseller on the Equalis Group TD SYNNEX, Region 10 ESC (EQ-013120-01E) contract and Fortinet Cybersecurity Services Contract (COG-2127C). We hold our own GSA contract and are authorized to sell via GSA, NCPA/OMNIA, NASPO, Sourcewell, and TIPS cooperative purchasing organizations. |
| Commitment to supporting agencies to utilize the contract | 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. | ePlus has a knowledgeable staff with 100+ sales representatives nationwide who have a longstanding working relationship with SLED entities. In working with new customers, ePlus will actively promote all of our product and service offerings via industry tradeshows, the ePlus website https://www.eplus.com/ solutions, through our extensive social media presence, via our ePlus podcasts, ePlus webinars, ePlus blogs, customer case studies, and white papers. |
| Other factors relevant to this section as submitted by the Respondent | Provide the number of sales representatives which will work on this contract and where the sales representatives are located. | ePlus has a knowledgeable staff with 100+ sales representatives nationwide who have a longstanding working relationship with SLED entities. We are headquartered in Herndon, VA and have offices across the country dedicated to serving our customers and providing support tailored to meet their needs. https://eplus.com/about-us/locations |

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

l, 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: | ePlus Technolo | gy, inc. |
|------------------------|----------------|---------------------------------|
| Title of Authorized Re | epresentative: | Senior VP |
| ITIGINIS AGGICANT | | nology Drive, Herndon, VA 20171 |
| Signature: | Mast | 'L' |

Please note: ePlus is a reseller of the goods and services offered in this proposal. Since we are not the original manufacturer, we are unable to make claims as to the standards and policies of our suppliers.

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: | ePlus Technology, inc. | |
|------------------------|--|--|
| Title of Authorized Re | epresentative: Senior VP | |
| Mailing Address: | 13595 Dulles Technology Drive, Herndon, VA 20171 | |
| Signature: | Maylli | |

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.

Signature of Respondent

12/13/24

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.

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.

Signature of Respondent 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 . | ePlus Technology, inc. | _ |
|----------|---|---|
| ADDRESS | 13595 Dulles Technology Drive, Herndon, VA 20171 | RESPONDANT MR.U |
| PHONE _ | 703-984-8400 | Signature Dos Mariancias Printed Name |
| FAX _ | 703-984-8600 | SVF CONTRACTS Position with Company |
| | | AUTHORIZING OFFICIAL |
| | | Signature |
| | | Printed Name |
| | | 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:

Staring 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

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.

| DWM |
|---|
| (Initials of Authorized Representative) |
| y that it does not have a practice, policy, guidance, or directive that discriminates against rm trade association; and will not discriminate during the term of the contract against an trade association. Respondent must aslo certify that it does not boycott energy boycott energy the term of the contract. |
| DWM |
| ֝֝֜֜֜֜֜֝֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜ |

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? ___ つ いん (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 | |
|-------------------------|---|----------------------------|
| • | my company is a "resident Bidder" my company qualifies as a "nonresident Bidder" | |
| If you qualify as a "no | onresident Bidder," you must furnish the following inform | mation: |
| What is your resident | t state? (The state your principal place of business is loc | cated.) Commonwealth of VA |
| | 13595 Dulles Technology Drive, Herndon | ePlus Technology, inc. |
| y Name | Address | |
| | VA | 20171 |
| | State | Zip |

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? _ | DWM |
|----------------------|---|
| | (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.

| Does vendor agree? | DWM | |
|--------------------|---|--|
| _ | (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.

| Does vendor agree? | DWM |
|--------------------|---|
| | (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. 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.

| 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. |
| 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. |
| Does vendor agree? DwM (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 Environmenta 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. |
| Does vendor agree? _ ういん |

(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? _ | DWM |
|----------------------|---|
| _ | (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? | DWM |
|--------------------|---|
| | (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. |
|--|
| 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. |
| Does vendor agree? Dum |
| (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. |
| 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 fund 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. |
| Does vendor agree? DUM |
| (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 |

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.

| Does vendor agree? | DWM |
|-------------------------------------|--|
| | (Initials of Authorized Representative) |
| 15. Applicability to Sul | bcontractors |
| Offeror agrees that all conditions. | contracts it awards pursuant to the Contract shall be bound by the foregoing terms and |
| Does vendor agree? | DUM |
| | (Initials of Authorized Representative) |
| | ertify that the information in this form is true, complete, and accurate and that I am pany to make this certification and all consents and agreements contained herein. |
| ePlus Technology, inc | C. |
| Company Name | fli |
| Signature of Authorize | d Company Official |
| Don McLaughlin | |
| Printed Name Senior VP | |
| Title 12/13/24 | |
| 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? Dum
(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? → w (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? Dww (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? Dwm (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? Dwm (Initials of Authorized Representative)

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? کو نام کام (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? Dww (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? Dam (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 co | mply with all statutory compliance and notice requirements |
|---|--|
| listed in this document. | |
| (1) Mr. U | 12/13/24 |
| 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: | ePlus Technology, inc. | <u> </u> |
|-------------------------------|---|---|
| Street: | 13595 Dulles Technology Drive, | |
| City, State, Zip Code: | Herndon, VA 20171 | |
| Complete as appropriate: | _ | |
| 1 | , certify that I am | |
| | | rtners and the business is not incorporated, |
| and the provisions of N.J.S. | 52:25-24.2 do not apply. | |
| OR: | | |
| 1 | | , do hereby |
| certify that the following is | a list of all individual partners who own | a 10% or greater interest therein. I further |
| certify that if one (1) or mo | ore of the partners is itself a corporation | or partnership, there is also set forth the |
| names and addresses of th | e stockholders holding 10% or more of t | hat corporation's stock or the individual |
| | reater interest in that partnership. | |
| OR: | | |
| / Don McLaughlin | , an authorized re | epresentative of |
| | | rtify that the following is a list of the names |
| | | or more of its stock of any class. I further |
| | | ation or partnership, that there is also set |
| | esses of the stockholders holding 10% or | |
| - | a 10% or greater interest in that partne | |
| mawada partners owning | tu 10% of greater interest in that partie | samp. |
| (Note: If there are no par | tners or stockholders owning 10% or m | ore interest, indicate none.) |
| Name | Address | Interest |
| None _ | | |
| | | |
| | | |
| | | |
| | | |
| I further certify that the st | atements and information contained he | rein, are complete and correct to the best of |
| my-knowledge and belieft, | _ | , |
| (1) 1/10 | | |
| 1/ LIVILAN | (Senior VP) | 12/13/24 |
| Authorized Signature and | Title | Date |

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: ePlus Technology, inc. Street: 13595 Dulles Technology Drive, City, State, Zip Code: Herndon, VA 20171 Fairfax County of Don McLaughlin Herndon of the City Name , State of Commonwealth of VA Fairfax in the County of age, being duly sworn according to law on my oath depose and say that:

of the firm of

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

ePlus Technology, inc.

ePlus Technology, inc.

Company Name

Subscribed and sworn before me

Company Name

Senior VP

I am the

Title

13th day of December

My commission expires

Commonwealth of Virginia Heidi Marie Gettman **Notary Public** Commission No. 8106141

My Commission Expires 4/30/2028

SEAL

| Company Name: ePlus Technology, inc. | |
|--|------------------------|
| Street: 13595 Dulles Technology Drive. | |
| City, State, Zip Code: Herndon, VA 20171 | |
| Bid Proposal Certification: | |
| Indicate below your compliance with New Jersey Affirmative Action regulations. Your prop | osal will be accepted |
| even if you are not in compliance at this time. No contract and/or purchase order may be i | issued, however, unt |
| all Affirmative Action requirements are met. | |
| Required Affirmative Action Evidence: | |
| Procurement, Professional & Service Contracts (Exhibit A) | |
| Vendors must submit with proposal: | |
| A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | |
| OR | Х |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u> | |
| OR | |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u> | |
| D. I.I. Mar. J. Co. of CO. 000 Tatal Project Cont. | |
| Public Work - Over \$50,000 Total Project Cost: | Form |
| A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report AA201-A upon receipt from the Harrison Township Board of Education | ronn - |
| AA201-A upon receipt from the harrison rownship board of Education | |
| B. Approved Federal or New Jersey Plan – certificate enclosed | X |
| I further certify that the statements and information contained herein, are complete and only knowledge and belief. | correct to the best of |
| Que (Senior VP) | 12/13/24 |
| Authorized Signature and Title | 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 it 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 <u>Subchapter 10 of the Administrative Code (NJAC</u> |
| <u>17:27)</u> . |

| Signature of Procurement Agent | |
|--------------------------------|--|

^{**}Please see the ePlus NJ Certificate of Employee Information 2022-2025 enclosed below.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Dec-2022 to 15-Dec-2025

E-PLUS TECHNOLOGY, INC. 13595 DULLES TECHNOLOGY DRIVE

HERNDON

VA 20171

ELIZABETH MAHER MUOIO

State Treasurer

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).

- 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 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:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- 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.

| | echnology, inc. | | | |
|--|---|-----------------------|-----------------|------------------|
| Address: 13595 Dulles Techt | | | | |
| City: Herndon | State: VA | Zip: 20171 | | |
| he undersigned being authorize ompliance with the provisions o | • | | • | |
| his form. M2M | Don McLaughlin | Ser | nior VP | _ |
| ignature | Printed Name | | Title | |
| art II – Contribution Disclosure | | | | |
| Disclosure requirement: Pursuar | nt to <u>N.J.S.A.</u> 19:44A-20.26 th | is disclosure must ir | iclude all repo | rtable political |
| ontributions (more than \$300 p | er election cycle) over the 1 | 2 months prior to su | bmission to th | e committees of |
| he government entities listed a | | | | |
| ne government entities iisted o | n the form provided by the $oldsymbol{I}$ | ocal unit. | | |
| Check here if disclosure is pr | · | ocal unit. | | |
| _ | · | | Date | Dollar Amount |
| Check here if disclosure is pr | ovided in electronic form. | | Date | Dollar Amount |
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| Check here if disclosure is pr | ovided in electronic form. | | Date | |

Continuation Page C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To N.J.S.A. 19:44A-20.26 Page ____ of _____

Vendor Name: ePlus Technology, inc.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|---------------------------------------|---------------|
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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 <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

| Name of Business: | |
|--|--|
| I certify that the list below contains the nar | mes and home addresses of all stockholders holding 10% or |
| more of the issued and outstanding stock of | of the undersigned. |
| OR | - |
| X I certify that no one stockholder owns 10% | or more of the issued and outstanding stock of the |
| undersigned. | . |
| undersigned. | |
| Charle the how that your contatts the time of hygines | e exceptantian. |
| Check the box that represents the type of busines | |
| | le Proprietorship |
| _ _ | nited Partnership Partnership |
| - | nited Liability Subchapter S |
| Co | rporation Corporation |
| | |
| | |
| Sign and notarize the form below, and, if necessar | ry, complete the stockholder list below. |
| | |
| Stockholders: | |
| Name: | Name: |
| | |
| Home Address: | Home Address: |
| Trome / Mairess. | 115/115/115/115/115/115/115/115/115/115 |
| | |
| | |
| Name: | Name: |
| | |
| Home Address: | Home Address: |
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| | Name |
| Name: | Name: |
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| Home Address: | Home Address: |
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| 13th | () My & & (|
| Subscribed and sworn before me this 13th day of | the safe |
| December 2024 | (Affiant) |
| 1. 1. 2. 1. 1. 1 | Day Malayahlin Canian VD |
| (Notary Public) Seed Marie Settme My Commission expires: April 30, 2026 | Don McLaughlin - Senior VP |
| | (Print name & title of affiant) echilology |
| My Commission expires: ANN 130, 2004 | 2 3 3 3000 |
| my commission expires. / φ. 1 >0)00α | (Corporate Seal) |
| | |
| Commonwealth of Virginia | SHAL |
| Heidi Marie Gettman Notary Public | 2000 |
| Commission No. 8106141 | The state of the s |
| Commission No. 8106141 My Commission Expires 4/30/2028 | The state of the s |
| | *************************************** |

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 <mark>of th</mark> e f | following responses | to the General | Terms and Conditions: |
|----------------------------------|---------------------|----------------|-----------------------|
|----------------------------------|---------------------|----------------|-----------------------|

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.)

| Section | Original Language | Proposed Language |
|----------------|--|--|
| 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. | 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. EXCEPT FOR DIRECT DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, THE PARTIES (REGION 10 ESC, EQUALIS GROUP AND ITS MEMBERS, AND VENDOR) MUTUALLY AGREE THAT NO PARTY SHALL HAVE LIABILITY TO ANOTHER PARTY FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WITH THE EXCEPTION OF DIRECT DAMAGES RESULTING FROM ITS WILLFUL MISCONDUCT OR NEGLIGENCE. VENDOR'S AGGREGATE LIABILITY TO REGION 10 ESC, AND EQUALIS GROUP AND ITS MEMBERS WILL BE LIMITED TO DIRECT DAMAGES, WHICH WILL NOT |

| GREATER OF THE |
|--------------------------------|
| AID BY THE PARTICIPATING |
| THE PREVIOUS TWELVE |
| R TEN MILLION DOLLARS. |
| n involving either Region 10 |
| is Group, its administrators |
| ees and agents shall be in a |
| petent jurisdiction in Dallas |
| s. Texas law shall apply to |
| t, without giving effect to it |
| vs provisions. Any litigation |
| ualis Group participating |
| all be in the jurisdiction of |
| ating Member. |
| <u>it</u> |

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.

| M | 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:

| X We acknowledge Region 10 ESC's Public Information Act powith this proposal, or any part of our proposal, is exempt for | |
|--|---|
| (Note: All information believed to be a trade secret or proprietary must be list such information, in strict accordance with the instructions below, will result released, if requested under the Public Information Act.) | |
| ☐ We declare the following information to be a trade secret of the Public Information Act. | or proprietary and exempt from disclosure under |
| (Note: Respondent must specify page-by-page and line-by-line the parts of th | e response, which it believes, are exempt. In addition, |
| Respondent must specify which exception(s) are applicable and provide detail | |
| | Authorized Signature & Title |
| 12/13/24 | (Senior VP) |
| Date | Authorized Signatyfe & 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 | ePlus Technology, inc. |
|---------------------------------|---|
| Address | 13595 Dulles Technology Drive, |
| City/State/Zip | Herndon, VA 20171 |
| Telephone No. | 703-984-8400 |
| Fax No. | 703-984-8600 |
| Email address | info@eplus.com |
| Printed name | Don McLaughlin |
| Position with company | Senior VP |
| Authorized signature | Walley Can |
| | |
| Term of contract <u>March 1</u> | , 2025 to <u>February 28, 2028</u> |
| | racts are for a period of three (3) years with an option to renew annually for ar I to by Region 10 ESC. Vendor shall honor all administrative fees for any sales ether renewed or not. |
| Ridge Min | Feb 24, 2025 |
| Region 10 ESC Authorized Agent | Date |
| Dr. Rickey Williams | |
| Print Name | |
| Equalis Group Contract Number | R10-1173B |



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.







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INTRODUCTION AND PURPOSE

Thank you for your interest and desire to learn more about how ePlus protects its information technology assets. In this present day of vast connectivity and information sharing, trust between ePlus, its partners, and its customers is a crucial factor to enabling businesses, progressing growth of information processing capabilities, and delivering value. This document provides an overview of the policies, practices, and controls that underpin our ability to protect our customers' information assets when we are entrusted to do so.

Trust starts from the top down. Within this document, we provide you with ePlus' Information Security Charter, an overview of our security framework, and its foundational components. While we can't dive too deeply into our specific processes, specific areas are highlighted, such as access controls, security design approach (tiered and layered), malware protection, risk management processes, and multiple other areas. Taken together, these policies, practices, and controls comprise the basis for how ePlus protects the confidentiality, integrity, and availability of its information assets.



SECURITY CHARTER

The ePlus Information Security Mission

To optimize information asset protections to reduce the likelihood of a material breach, compromise, unauthorized access, or misuse that could negatively impact ePlus' long-standing reputation for excellence, growth, and profitability.

Goals and Objectives

ePlus intends to sustain a scalable and effective information security program that serves as a center of excellence for the protection of customer information and its own proprietary and sensitive information assets. The ePlus information security program aims to reduce the likelihood of the following:

- Unauthorized disclosure of non-public ePlus, customer, and business partner information.
- Unauthorized access, modification and tampering with ePlus and ePlus customer information systems.
- System downtime and data unavailability due to a security relevant event or incident.

High Level Strategy

ePlus aligns with the following overarching strategy:

- Utilize a risk-based approach that balances information asset protection needs with ePlus' need to innovate and respond to emerging technologies and customer demand.
- Leverage existing risk-based framework(s) as the basis for the ePlus security controls
 program, adapting as needed to fit ePlus technology environments, based on risk level.
- Provide technology and guidance to ePlus business units and employees, empowering them to implement security controls and procedures commensurate with the risk level.



INFORMATION SECURITY FRAMEWORK

Foundational Components

The ePlus Corporate Security Team, under the Chief Information Officer, oversees information security policy, standards, and procedures. ePlus has adopted the Center for Internet Security's (CIS) Critical Security Controls (CSC) as foundational components for its information security program.

Security policies and the underpinning standards are derived from and align with the CSC and the International Standards Organization (ISO), which subsequently map to each other, to additional frameworks such as the NIST Cybersecurity Framework, PCI, and other industry best practices. Where appropriate additional policies, standards and controls not contained in the CSC may be included as part of the ePlus information security framework. This will happen to meet applicable regulatory, legislative, and contractual requirements.

A security oversight committee composed of senior executives from across the organization creates and manages ePlus' security program and compliance-based decisions:

- Information Security Committee (ISC) convenes regularly to discuss security program and adjust direction if/as needed.
- ISC comprises executive level and security program leaders.
- Security liaison relationships: designated security contacts across enterprise; knowledge sharing.
- Security representation at Regulatory and Compliance reviews.

Security Awareness and Training

- Mandatory annual security and privacy training.
- Annual mandatory review and acknowledgment of Employee Handbook (includes acceptable
 use and other relevant security policies).
- Routine social engineering exercises to reinforce security knowledge and inform the workforce of new threats.



HIGH LEVEL SECURITY SUMMARY

The confidentiality of customer data is maintained through physical and logical system security controls. This includes product-level and network event reporting.

Access to customer systems, data, and the data centers is restricted to authorized personnel.

ePlus requires the use of strong passwords and multi-factor authentication for all its employees that have access to its environments and customer data. Customer password policies default to a strong policy when initially activated.

Infrastructure configurations may only be altered by approved ePlus technicians during approved maintenance times, using a strict change control process. The change control process includes the participation of the security engineering team to ensure that application and infrastructure changes meet IT security standards, and do not expose environments to additional risk.

To prevent loss of availability for customer resources, measures are taken to backup data, applications, and server configurations.

Vulnerability scanning, code level security reviews, and penetration testing are performed routinely to minimize the vectors of attack against ePlus systems. ePlus maintains 24/7 monitoring for, and response to, security events and intrusion attempts. ePlus receives threat intelligence from multiple external sources to position against emerging threats.

Layered Security

The chart shown below provides a visual depiction of the tools, processes, and measures that ePlus takes to secure customer data.

Security Ops Daily monitoring (SIEM/security alerts, phish reports) **Application Security** Malware attacks Secure SDLC Incident investigation and response External vulnerability scans (blackbox) Code level vulnerability scanning Dynamic application testing Authenticated vulnerability scans Web application firewall Security posture monitoring (score) Security Ops Application Security **Network Security** Trust / Tier Zoning Strategy / Philosophy Advanced Firewall w/ IDS Security Charter **Network Security** Traditional ACL Critical Security Controls Multifactor Authentication Defense In Depth Jump Hosts Risk Based Application virtualization Host Security **Data Security Host-based Security** Encryption in transmission Data Security Advanced Endpoint Protection Encryption at rest Hardening standards Role Based Access Control Patch process Centralized logging / alerting



INFORMATION SECURITY ARCHITECTURE

Information Security Architecture

Transmission Encryption

Network Zoning, Firewalls, IDS

Web Application Firewall (WAF)

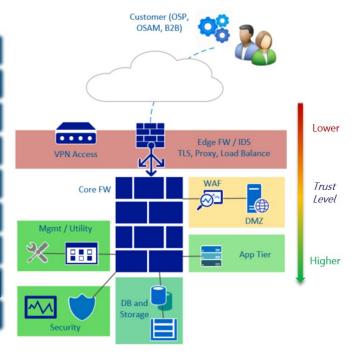
Endpoint Protection / Config Standards

Access Control and MFA

Vulnerability Scanning & Pen Tests

Centralized Security Logging/Alerting

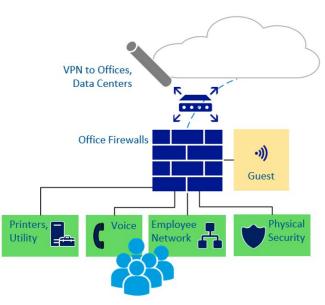
Data Backup / Availability



Office Network Architecture

SSAE18 Compliant Data Centers







AUTHENTICATION, AUTHORIZATION, ACCOUNTING (AAA)

The following is a summary of the AAA practices observed while designing and operating systems at ePlus:

Authentication

Authentication practices include:

- Multifactor authentication
- Password policies: strong composition
- Centralized control of access/authentication via Active Directory (AD)

Authorization

Authorization practices include:

- Access lifecycle processes in place, including management authorizations/approvals for access
- Minimum necessary and need-to-know/need-to-access
- Routine review of accounts and access by both system custodians and by internal/external audit teams

Accounting

Accounting practices include:

- Access events centrally logged (successful/failed)
- Automated monitoring for use of accounts associated with individuals no longer in need of the account
- Focus on use of admin level accounts for detection of anomalous activity



HR SECURITY POLICY / USER ACCESS MANAGEMENT

Background Screening

ePlus utilizes Accurate Background Screening for all background checks. ePlus conducts background checks on new hires.

The checks performed for all new hires include:

- Driver's License History (7 years)
- Education Verification (bachelor's degree and above)
- Employment Report (7 years)
- Federal Criminal National (7 years)
- Criminal Record Search, by county (7 years)
- Multi-Jurisdiction Index Search (7 years) (includes below)
 - Sex Offender Registry 50 States plus DC, Puerto Rico, Guam, Virgin Islands, Indian Country
 - OFAC Report (Patriot Act Search)
 - Interpol Most Wanted
 - DOC/Bureau of Prisons
 - ❖ FBI Fugitive List
 - FDIC List of Failed Banks and FDIC Enforcement Actions
 - Canadian OSFI List
 - European Union Terrorist Sanctions List
 - System for Award Management
 - ❖ Office of Inspector General (OIG) Most Wanted Fugitives and Exclusions List
 - HUD Limited Denial of Participation List
 - U.S. Department of Commerce Denied Persons List
 - ❖ Federal Housing Finance Agency Suspended Counterparty Program (FHFA)
 - Previously Screened Background Result along with many other U.S. and International Watch Lists
- Social Security Trace Report

Please note:

- Drug screening tests are not part of ePlus' background screening process; however, should a contract require drug screening we are able to run a 5, 7 or 10 panel drug screening.
- Professional licensing certifications prior to employment are not validated

User Access Management

User Access Management (UAM) involves user provisioning, access changes and termination. Provisioning a new hire is initiated by HR and includes creation of a network user account, requisition and imaging of a laptop and other peripherals, and shipping from the warehouse to the employee's office.

New hire provisioning is initiated by an email generated by UKG (HRIS). Contractor provisioning is initiated by the eForm (Contractor IT Setup Form).



A ServiceDesk ticket is created for every New Hire Request that requires ePlus network access. Any manual emails received are attached to the ServiceDesk tickets. Contractors requiring network access have an expiry date set upon user account creation.

New Hire / Access Provisioning

New hire provisioning is initiated by an email generated by UKG (HRIS). Contractor provisioning is initiated by the eForm (Contractor IT Setup Form). A ServiceDesk ticket is created for every New Hire Request that requires ePlus network access. Any manual emails received are attached to the ServiceDesk tickets. Contractors requiring network access have an expiry date set upon user account creation.

For New Hires (non-contractors), the HR email is attached to the ServiceDesk ticket and the eForm is stored within ServiceNow.

All ePlus employees who require ePlus equipment (i.e., laptop, monitor, printer etc.) are registered within the ePlus asset management system so that equipment can be registered to the employee. An employee's registration does not provide any level of access to the application. Contractors' equipment is recorded under their ePlus managers name in OneSource Procurement.

AD credentials are provided to the new hire's manager and new hires are required to change the password after they first logon.

All employees and contractors are assigned a unique user account to access the ePlus network so that all processing performed by an individual can be uniquely attributed to that end user. User access rights are maintained in accordance with business function and process requirements. Where feasible, ePlus aligns with the principle of 'least privilege', i.e., providing the minimum access rights necessary to enable each user to fulfill their role within ePlus.

Provisioning a new hire will normally take five (5) business days from the date that the new hire is confirmed by HR. This includes creation of a network user account, requisition and imaging of a laptop and other peripherals, and shipping from the warehouse to the employee's office. When provisioning a new hire, the IT ServiceDesk takes specific steps to set up the account by:

- Creating AD account.
- Assigning default application access.
- Processing application access requests.
- Managing creation of AD accounts.
 - AD credentials are provided to the new hire's manager and new hires are required to change the password after they first logon.

Transfer / Role Change

When an employee or contractor changes roles (e.g., roles within a department or transfers to a different department), their manager will ensure the access the individual has assigned is appropriate (e.g., access no longer required is removed and new access requested). Changes to access are requested by the user's manager submitting multiple access request forms depending on the various applications required.

The IT service management application is used to manage access requests. A ServiceDesk ticket is created when the ServiceDesk receives the request and are assigned based on functional workgroups built within ServiceDesk.



Access changes are approved in accordance with the Authority Matrix.

Terminations

When the ServiceDesk is notified of a terminated employee or contractor, it will take specific steps to disable the AD account within 24 business hours. HR provides notification of any terminations and the date the termination is to take effect. Urgent termination may be communicated verbally by HR to the ServiceDesk to ensure accounts are promptly disabled. Additionally, user accounts inactive for 90 days will reviewed and disabled/deleted as appropriate.

User Access Reviews

A **User Access Review** (UAR) is performed for access to applications and infrastructure on at least an annual basis. The frequency of the review is determined by the financial significance of the application and/or the requirement of the application owner.

The IT service management application is used to process UARs. The Due Date for all UARs for a given Quarter is the last day of that Quarter. (March 31st, June 30th, Sep 30th, and Dec 31st).

Each UAR has 4 roles assigned: 1) report generator, 2) access reviewer, 3) access implementer and 4) access approver.

Reports generated for all Databases and Local Admin/ Server and most of the application reports are automated and hence have no manual intervention from the report generator to comply with completeness and accuracy. Additionally, the system asks each reviewer to acknowledge the completeness and accuracy of the reports.



IT ASSET MANAGEMENT

ePlus IT assets are recorded in the ePlus asset management system.

Fixed Assets

IT fixed assets are classified as either depreciable or non-depreciable. Items are classified as capitalized or depreciable as set forth in the ePlus Accounting Policy Manual. IT equipment purchases are requested through the Company's procurement system. Fixed asset purchases are approved through an automated workflow which is set up and approved in accordance with the ePlus Authority Matrix.

Asset Tags

Asset tags are assigned to fixed assets based on cost, asset type, and management's assessed need.

Annual Review

On an annual basis, a review of the IT Fixed Asset schedule from the asset management system is performed. This includes, but is not limited to, an inventory of laptops, ePlus data center equipment, capitalized software and leasehold improvement assets to determine if they are still in service. A memo is issued reporting the results of the physical inventory and is provided to management for review and remediation.



SECURITY AWARENESS TRAINING

Security Awareness and Training is the process of educating staff about security and data protection, institutional policies, and procedures for working with information technology (IT), compliance requirements and other topics pertinent to the expectations of the workforce and their role in the information security program.

Staff Security Awareness

- ePlus must implement a formal security training program to make all staff aware of security threats, security policies, and role-specific procedures for the protection of sensitive data.
- Staff are required to complete security training annually.
- Staff must acknowledge at least annually that they have read and understood security policies and role-specific procedures.

Regulatory and Standard-Specific Training

- Staff must receive training specific to the protection and handling of information that falls under regulatory or statutory control and has very specific security and data protection requirements for its handling and protection
- Regulatory and standard-specific awareness and training must include identification, reporting, response, and safeguarding of the data according to applicable regulations and standards

Security Training

Information Technology (system and database administrators, and other privileged users),
 Software Development, and Product Development staff must receive security training specific to their job functions.

Supporting Standards and Related Policies

- Employee Handbook (acknowledgment at time of hire and annually)
- Annual cybersecurity training campaign
- Quarterly social engineering campaigns
- Annual PCI training campaign (role / regulation specific)



ENCRYPTION

An established policy for the encryption of data has been established. All data is encrypted whether in transit or at rest.

Encrypted data includes:

- Encryption algorithms are based upon current NIST standards.
- Data in Transit (DiT) using TLS (version 1.2 or higher) encryption that meets current industry good practice.
- Data at Rest (DaR) for disk-to-disk backups, backup tapes and data within the file sharing system, back-end finance system and email system (AES-256-bit encryption).
- Email capabilities (AES-256-bit encryption) at the message level.
- Data on Laptops (AES-256-bit full disk encryption).



SECURITY INCIDENT RESPONSE

Subject to change without notice, the following is a high-level outline of ePlus' current policy in the event of a suspected breach:

- Investigate internally to gather information and verify severity of an incident.
- Determine the significance and impact of the suspected breach.
- Execute Security Incident Response Plan (SIRP) and procedure applicable to the incident and contact appropriate parties.
- As part of SIRP activation, consider invoking the corporate Crisis Management Plan (CMP) if appropriate.
- Consider communications as appropriate, internally and with third parties.
- Upon conclusion of the security incident response procedure, document findings for review by appropriate parties.



MOBILE DEVICE, WIRELESS AND REMOTE ACCESS POLICY

Mobile Device Policy

- ePlus email can be accessed with mobile devices by using the MS Outlook for IOS or Android app or via Outlook Web App (OWA) via a browser (https://outlook.office.com)
 - The MS Outlook for IOS or Android can be installed by any user from either the Google Play or Apple store.
- ePlus reserves the right to enforce mobile device security posture checks and security
 policies on connected devices, including but not limited to checking for current security
 patches and anti-virus software, installing temporary software on the device to enforce
 policies and security posture, and denying access to any mobile device that does not meet
 the posture requirements.
- Staff is required and responsible for reporting any lost, stolen, or misplaced mobile devices
 to the ePlus ServiceDesk. The ServiceDesk will advise and assist with the necessary steps to
 wipe ePlus data from the device and try to recover or find the device. Attempting to connect
 to a third-party network using a device such as a mobile hotspot or similar broadband
 connection while simultaneously connected to the ePlus office network is prohibited.
- Attempts to circumvent network configurations that would result in bridging connectivity between ePlus operated networks and non-ePlus owned/operated networks are prohibited. For example, establishing connectivity to an ePlus office network and a mobile hotspot simultaneously, and attempting to bridge the connections, would be prohibited. Please consult with ITS regarding network configurations and connectivity.

Wireless Networking Policy

- Wireless access points connected to the ePlus networks must be installed only by the ePlus IT Department. Unauthorized wireless access points are prohibited and are subject to immediate disconnection and confiscation.
- ePlus wireless devices are subject to periodic security tests and audits.
- Guest devices shall connect to the ePlus guest network, which provides temporary Internet
 access only. If additional access is needed by a guest or other third party, staff must contact
 the ServiceDesk for further instructions. To obtain wireless access for a guest, staff must
 complete a request through the ePlus Wireless Guest Provisioning System.

Remote Access Policy

- When connecting to ePlus corporate networks from remote locations, employees shall do so
 using only IT Department provided remote access VPN clients/technologies (including use of
 Two-factor authentication). Employees are granted approval for remote VPN access upon
 being hired.
- All employees granted remote VPN access privileges to ePlus networks must ensure that their remote access connection is given the same consideration as being connected on-site or as in the office of ePlus. This includes using the IT Department provided VPN client while running an anti-virus client with up-to-date virus protection, a current operating system with up-to-date security patches, current software with up-to-date security patches, and a personal firewall blocking inbound connections.
- ePlus reserves the right to enforce device security posture checks and security policies on connected devices, including but not limited to checking for current security patches and



anti-virus software, installing temporary software on the device to enforce policies and security posture, and denying access to any device that does not meet the posture requirements.



RISK AND COMPLIANCE

ePlus has processes in place to manage and raise awareness of security risks and ensure compliance with security policies and programs.

Risk Management

ePlus has an established risk management process. On at least a semi-annual basis a portfolio of IT risk assessments is completed. These include assessments on information security, applications, and business continuity.

A semi-annual IT Risk Assessment Meeting to review the IT risk assessments is held with senior management from the business and IT in attendance. The IT risk assessments feed into the corporate risk assessment process.

SSAE18 SOC 1 and SOC2

- ePlus performs SOC 1 Type 2 and SOC 2 Type2 attestations annually.
- SOC 1 and SOC 2 audits are conducted by an independent, nationally recognized audit firm
 and tests that the controls as described by the management of ePlus have been properly
 designed and were operating effectively over a period.
 - SOC 1 reports are conducted for the OneSource Family of Products (Supply Chain Solutions) and Managed Services.
 - ❖ A SOC 2 report is conducted for Cloud Services.
- The SOC 1 and SOC 2 reports are provided to customer and customer's auditors, upon request, to satisfy due diligence requests about ePlus' technical operational environment.
- The controls tested for SOC 1 include:
 - Computer Operations
 - Information Security
 - Data Communications
 - Systems and Network Monitoring
 - Problem Escalation and Support
- The principles tested for SOC 2 include the following:
 - Security
 - Availability
 - Confidentiality

PCI-DSS

ePlus conducts a PCI-DSS AoC/RoC attestation annually for Managed Services.



CHANGE MANAGEMENT

ePlus has a documented change management methodology and system for managing modifications and additions to hardware, operating systems, and application software. This change management methodology is followed for changes made to all environments and provides guidance for authorizing, implementing, testing, communicating, and documenting changes. The change management process:

- Provides a centralized method for coordinating changes among the teams responsible for supporting the ePlus environment.
- Provides documentation of scheduled changes so they can be tested and verified before implementation, if applicable.
- Provides a vehicle to communicate changes and possible impacts on ePlus' user community, including when the contracted maintenance window will be used, and application availability will be limited. Roll-back and recovery plans are required for each planned upgrade.
- Change requests and approvals are documented, tracked, and monitored in the change management system.
- Application and Infrastructure Steering Committees are held on at least a quarterly basis and are comprised of senior business and IT management. The Steering Committees include scheduled meetings to discuss strategy, changes, and enhancements.



MALWARE PROTECTION

Host Based

The following is a high-level outline of ePlus' current host-based malware protection:

- Leading anti-malware solution used on servers and end user computing environments.
- Centrally managed and automatically updated with the latest threat signatures for evolving threats.
- Real time Endpoint protection, with periodic scans.
- Malicious domain blocking via DNS inspection/filtering at the host level.

Network Based

The following is a high-level outline of ePlus' current network-based malware protection:

- Firewalls detect/block/alert on activity associated with malware, botnets and command and control traffic.
- Malicious domain blocking at the network gateway level.
- Automatic updates of malicious activity signatures.



PATCH MANAGEMENT

ePlus provides operating system platform security patch management using a variety of industry-leading solutions. Notifications of vulnerabilities and published patches are provided by multiple sources including operating system vendors, and paid subscriptions.

- Operating system patches and service packs are reviewed monthly. Deployment to targeted computer environments is performed on an as-needed basis. Applicable critical security patches are evaluated as soon as available and deployed to data center environments.
- Server hardware and appliance patches are reviewed as required, tested, and merged with
 previous uninstalled patches and implemented every 3months. Deployment to all computer
 environments is performed on an as-needed basis.
- If deemed necessary ePlus IT Management can authorize short-cycle deployment of patches
 to address specific requirements. Supplemental tools such as Web Application Firewall
 (WAF), network Intrusion Prevention Services (nIPS), Host-based AntiVirus (AV), and Hostbased IPS (hIPS) are implemented by ePlus to assist in mitigating threats.
- Patch deployment occurs on a regular monthly basis for the ePlus Workstation Community.
- ePlus' key technical personnel are notified when a new vulnerability is identified.

ePlus' vulnerability assessment process includes the review of the vulnerability and determinations of potential impact and criticality to the environment. If the vulnerability is deemed critical, the patch for the vulnerability will be rolled out promptly to all vulnerable systems. If the patch is not deemed critical it will be rolled out to all systems in the environment during the regularly scheduled roll out of patches.



SOFTWARE DEVELOPMENT LIFECYCLE

Internal Applications

ePlus internal applications follow a consistent software development lifecycle to ensure applications meet business requirements. Internal applications are developed using industry standards ensuring applications are built securely and include appropriate control mechanisms.

The ePlus Internal Application Policy is that:

- Users and stakeholders are appropriately involved in the design and testing of applications to ensure business requirements are met (when feasible).
- Segregation of duties are implemented when business risks dictate, and available resources allow ePlus to do so. Server environments have controls to restrict access to authorized personnel for code migrations and environment configuration.
- A change management system is used for recording potential and identified (including Emergency) changes to applications. Progress notes associated with development, QA, implementation, and all phases of testing are entered into the change management system.
- An application steering committee meets on a regular basis to ensure communication, escalation, and proper resource allocation for changes.
- Source code controls are used to help maintain version integrity and control access to the source code.
- Static Application Security Testing (SAST) is performed to identify and correct potential security defects; vulnerabilities are classified according to overall risk based on OWASP.

SaaS and COTS Applications

Requests for new SaaS or COTS Applications are initiated through the IT Change Management process with management's review and approval to proceed with a solution selection project. The solution/vendor selection process includes:

- Evaluation of Market Place and Identification of Candidate Vendors
- Evaluation of Capabilities Against Requirements
- Review of Vendor Proposals and Contracts
- Review of Vendor Security Posture, Program, Policies, and Procedures



BACKUP AND RECOVERY

All ePlus application and system data will be backed up appropriately.

- Production Backup Infrastructure Backup activities take place within the Production
 hosted facility, which is a climate controlled locked cage with restricted physical access. This
 facility hosts all ePlus production environments.
- **Backup Policy** Requires that all data is backup according to ePlus requirements which includes the frequency and recurrence of the backup job.
- Cloud or Software as a Service (SaaS) applications This is a software licensing and delivery
 model in which software is licensed on a subscription basis and is centrally hosted by the
 software vendor. It is sometimes referred to as "on demand software".

Policy for Internal Infrastructure

The ePlus Backup Policy is that:

- ePlus uses a disk-based Backups solution managed by ePlus BUaaS in the production data center and replicates production backups to a remote facility.
- Full backups are taken when the servers are added to the backup policy. Incremental backups are taken for the remainder of the lifecycle of a server.
- Production data is retained for 3 weeks at ePlus production data center and replicated to the ePlus BUaaS hosted facility and retained for 16 months.
- Non-Prod data is retained for 3 weeks at ePlus production data center only.
- There is no requirement for the Development data to be backed up.
- Non-scheduled backups are requested on an as-needed basis (i.e., backup for roll-back purposes for a release implementation or maintenance activities). The retention period of non-scheduled backups is agreed with the requestor. Normally the backups are removed once the activity is completed and signed-off.
- All backed up data is encrypted in-transit and at-rest using AES-256 and R528: FIPS 140-2 LEVEL 2 SELF-ENCRYPTING DRIVES.

Any exceptions will be approved by the CIO and/or the ITS Management Team.

Policy for Hosted Application Vendors

The ePlus Hosted Vendor Backup policy is that:

- All SaaS application data hosted by a vendor will be backed up appropriately per ePlus requirements as defined in the contract between ePlus and the vendor.
- All backed up data is encrypted.
- ePlus will be able to obtain a copy of the backed-up data upon request.
- Transmission of backed up data between ePlus and the vendor will occur over an encrypted protocol, such as SFTP.



BUSINESS RESILENCE

Business Resilience Environment for ePlus

ePlus is dedicated to ensuring high availability through a resilient architecture that spans our entire technology stack. This includes comprehensive enterprise monitoring, a robust set of security tools, fortified data centers, redundant telecom systems, and partnerships with leading SaaS and cloud providers. Our business resilience controls encompass the following:

- Workforce Flexibility: Personnel are fully operational from remote locations, not dependent on a physical office.
- Data Center Security: Primary data center is a hardened, Tier-3 facility featuring N+1 network, power, and cooling systems.
- Resilient Infrastructure: Infrastructure includes automatic failover, N+1 systems, and redundant connectivity to ensure continuous operations.
- High Availability Cloud Providers: Leverage cloud providers with both zone (local) and geo-location redundancy to enhance resilience.
- Business Continuity Planning: We have a robust business continuity plan reviewed annually, based on the Disaster Recovery Institute International (DRII) framework and ISO 33201 standard.
- Disaster Recovery: Systems and data are replicated to a cloud-based disaster recovery site, geographically distanced from the primary data center.
- Commitment to Recovery: In the unlikely event of an extended outage, the disaster recovery environment has operational requirements of a Recovery Time Objective (RTO) of 72 hours and a Recovery Point Objective (RPO) of 24 hours.
- Data Backups: Continuous data backups ensure a minimum recovery point threshold of 30 minutes.
- Managed Services: Disaster recovery is managed through the ePlus Enterprise Cloud Managed Service, which includes ongoing monitoring and monthly testing.
- Annual Resilience Exercises: We conduct annual business resilience exercises to ensure processes are up-to-date and environments are appropriately sized.

These measures reflect the commitment to providing reliable and resilient services to our customers, ensuring minimal disruption and maximum operational continuity.



DATACENTERS - PHYSICAL SECURITY

ePlus Primary 'Production' Datacenter

The following processes are in place:

Access to the ePlus datacenters is requested via the Datacenter Access Request eForm
in the ServiceNow Service Desk catalog. Datacenter access Approvers and
Implementors are defined in the Authority Matrix. All forms are automatically archived
in ServiceNow. Once access is approved, the Implementor adds the new user to the
authorized access list by logging into each data center portal. CP46.

Unescorted Access

All requests for unescorted datacenter access are approved per the authority matrix.
 Only approved ePlus staff are permitted unescorted access and all approved staff are listed in the provider portal.

Escorted Access

 Any ePlus staff or vendor staff who is not approved on the provider portal MUST be escorted while on the datacenter premise. Escorted access is allowed by approved datacenter personnel.

Access Reviews

 Access assigned to staff to enable them to access the datacenter is reviewed on a quarterly basis.

Vendor Compliance Reviews

 An annual review of the Hosting Provider's physical security controls including review of the AOC/ROC and other certification such as a SOC 1 or 2 are performed annually.

Datacenter General Datacenter Process

Visitors

- The following processes are in place:
 - Visitor badges must be worn at all times.
 - Employees are instructed to immediately report anyone not wearing a Visitor or Employee badge.
 - Visitors are not permitted to take photographs inside of ePlus premises, unless discussed specifically with sponsoring employees.
 - Visitors should not be provided with information that does not pertain to their visit or the work being performed.
 - Visitors may be subject to a brief search of their laptop bags or other luggage as they exit the premise. Permission for this search is granted by the Visitor signature on the Visitor Agreement Form.



Asset Management

- The following processes are in place:
 - Adding or removing assets are managed via the IMAC process.
 - Maintenance of assets is performed in line with corporate policies and the IMAC process.
 - Destroy media when it is no longer needed for business or legal reasons.



VENDOR MANAGEMENT

ePlus IT Services defines Vendor Management policy statements, processes, procedures and controls for Tier 1 Vendors and other vendors considered key/material to ePlus.

Tier 1 IT Vendors must be approved at appropriate levels (CIO, CFO, etc.).

ITS may require:

- Independent references to be obtained from other customers of a proposed vendor where possible.
- Contracts to be ratified by VP Contracts and/or the Contracts Team based on cost and/or significant terms and conditions.
- Consultation with the security team to assess security posture of vendors.
- Vendors will be assigned a Tier that depends on the significance of the vendor.
- Contracts for all Tier 1 Vendors should include a requirement for the Vendor to provide a SOC report in all standard contracts where a SOC report is applicable. Any deviation from this policy MUST be approved by the CIO/CFO.
- An annual SSAE 18 SOC report (or equivalent) will be obtained for each Tier 1 application Vendor and reviewed by ITS management and appropriate business/operational management.
- Where a SOC report is unavailable an annual ePlus Security & DR questionnaire may be
 obtained from Tier 1 application vendors to identify any changes that may impact ePlus and
 its data/intellectual property and reviewed by ITS management.
- Tier 1 Vendors should be reviewed annually to determine if an assessment is appropriate to ensure ePlus is not exposed to unacceptable risk. A significant change to the risk exposure caused by internal or external events may trigger such an assessment.



CUSTOMER SUPPORT

ePlus utilizes a series of customer support processes that support customer facing applications. Each Customer Support process is designed to provide accurate and timely responses to reported issues. Customer Support is provided via telephone, email, and Internet. The Customer Support representatives are knowledgeable with the ePlus product suites and are prepared to answer functional and operational questions concerning the use of ePlus products.

Release Process and Application Upgrade Communications

ePlus teams participate in the company's organizational readiness process for new product releases.

Customer local contacts are contacted via email with release information in advance of the upgrade.

Events

In the event of an emergency security patch or a functionality one-off that needs to be applied, customers are notified about the changes, the outage, and the time/date the changes will take place.

Customer Support Process

Customer Support includes:

- Assistance in troubleshooting problems encountered with the product.
- Periodic software updates that may include bug fixes and enhancements.

Root Cause Analysis

The Customer Support Representative determines whether a reported issue is a known or a new software defect. Customer Support then assigns the issue to the Strategic Governance Committee.



MAINTENANCE WINDOWS AND SERVICE LEVEL AVAILABILITY

Maintenance Windows

When a maintenance window is used, a notification is issued at least two weeks in advance. This communication will let customers know if they have full access, limited access, or complete restriction from their Hosted environment during the maintenance period.

- ePlus will provide notification to the Customer of scheduled downtime due to regular service maintenance one (1) week in advance of the scheduled downtime for system maintenance that will be limited to four (4) hour periods of time during weekend off-hours.
- Routine maintenance is normally scheduled starting Saturday at 9:00 p.m. to Sunday, 1:00
 a.m. Eastern Standard Time (EST). In the event ePlus requires more than four (4)
 consecutive hours of downtime for maintenance including upgrades, notification will be
 provided two (2) weeks in advance of the scheduled downtime.
- ePlus performs emergency maintenance when necessary. Depending on the type of emergency maintenance, customers may experience intermittent connectivity or may be restricted from access during this period. Where possible, ePlus will use best efforts to provide advanced notification.

Service Availability

ePlus is committed to providing reliable services to its customers. As such, ePlus' objective is to maintain an overall uptime availability of the SaaS applications of 99.0%.



Senior Vice President International Sales, Public Sector and Healthcare in USA, ePlus Technology Inc.

George Pashardis

George Pashardis serves as the Senior Vice President of International Sales and Public Sector and Healthcare in the United States for ePlus Technology Inc., a leading consultative technology solutions provider that helps customers imagine, implement, and achieve more from their technology. Pashardis brings more than 30 years of experience in sales and marketing to his role serving customers in one of the IT industry's and country's largest industry sectors.

Responsibilities

- 30 years of experience in sales and marketing to his role serving customers in one of the IT industry's and country's largest industry sectors Certifications.
- Provides strategic advice and guidance not only for customers but solution providers, IT suppliers and key vendors.
- Served on several influential advisory boards including CompTIA, Samsung, NEC, 3Com, Hewlett Packard and Lenovo.
- Serves on the board for The Channel Company's XChange events as well as on the healthcare advisory board for NetApp and Hewlett Packard Inc.



Sr Account Executive

Launa McMillen

Launa is a Senior Account Executive. Her primary responsibility is to be a single point of contact for all things ePlus for her customers. Her role is to work directly with customers on new projects, in a consultative fashion, to assist in putting together technical solutions that match the client's business outcomes. She also has responsibilities in working with various Public Sector entities in order to navigate procurement contract vehicles for solutioning and compliance purposes.

Responsibilities

- Works with clients and internal ePlus resources in order to create strategic technology solutions.
- Oversee lifecycle management of sold solutions behalf of clients
- Ensure client satisfaction with ePlus recommended solutions and personnel.
- Grow and maintain client relationships and trust.



www.eplus.com

Sr SLED Operations Manager

Marie Davis

sledoperationsteam@eplus.com

Marie is the primary support for ePlus' National SLED Operations Team and is responsible for overall compliance and oversight of Public Sector operations. She brings years of experience in working with the E-Rate Schools and Libraries program assisting our clients in Selective Review, PIA questions, audits and ensuring our E-Rate Team has the most up to date training to provide a high level of support for applicants. She works with state and local agencies to ensure contract compliance and understanding. It is within her role to act as a trusted advisor to SLED sales leaders and team members.

Responsibilities

- Contract vehicle management for state, local and higher education contracts.
- Compliance auditing for adherence to contract terms and conditions, service rates and discounts.
- Reviewing and ensuring SLAs are being met per contract requirements.
- Provide consulting on cooperative contract utilization among clients, as well as internally.
- Develops internal processes for identifying and reporting on contract usage.
- Trains and assists team members on how to leverage contracts, process orders and assist customers.
- Research grant and funding opportunities for healthcare, public sector, and federal customers.



Sr Marketing Manager

Mary Chavez

Mary's responsibility is to plan, implement and manage marketing strategies for ePlus. She is responsible for the success of the business by driving sales, shaping the brand image, and contributing to product development.

Responsibilities

- Analyze market trends, consumer behavior, and competitors to create strategies that align with the company's goals
- Ensure campaigns are executed consistently with the brand image and target the intended audience
- Collaborate with product development teams to provide insights into market demands
- Approve campaign budgets and targets
- Work with agencies: Work with in-house or external agencies
- Relay information between upper management and department employees
- Ensure staff meets deadlines and complete necessary tasks
- Evaluate the success of marketing efforts and come up with new ideas



Billing Supervisor

Katherine Lamb

Katherine and her team are responsible for accurately billing customers for products or services received, after the item ha shipped to the customer or the service has been performed.

Responsibilities

- Receive products into an inventory accounting system
- Obtain vendor invoices and generate accurate customer invoices once the product has shipped to the customer or the service has been completed.
- Process invoices within the monthly time constraints
- Ensure that all orders shipped or invoiced within a month are invoiced within that month
- Print and mail invoices daily
- Review all invoices before mailing to the customer
- Process all customer special billing requirements and ensure that all attachments and changes are taken care of before the invoice is sent to the customer