

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

November 8, 2024

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Proposal Submission, Questionnaire and Required Forms

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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

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

☒ PROPOSAL FORM 1: ATTACHMENT B - PRICING

### QUESTIONNAIRE & EVALUATION CRITERIA:

☒ PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### OTHER REQUIRED PROPOSAL FORMS:

☒ PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

☒ PROPOSAL FORM 4: CLEAN AIR AND WATER ACT

☒ PROPOSAL FORM 5: DEBARMENT NOTICE

☒ PROPOSAL FORM 6: LOBBYING CERTIFICATION

☒ PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

☒ PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS

☒ PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

☒ PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

☒ PROPOSAL FORM 11: RESIDENT CERTIFICATION

☒ PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

☒ PROPOSAL FORM 13: ~~ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS~~ FEMA REQUIREMENTS

☒ PROPOSAL FORM 14: ~~OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)~~ ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

☒ PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2 ~~NON-COLLUSION AFFIDAVIT~~

☒ PROPOSAL FORM 16: ~~NON-COLLUSION AFFIDAVIT AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)~~

☒ PROPOSAL FORM 17: ~~C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM~~ AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

☒ PROPOSAL FORM 18: ~~STOCKHOLDER DISCLOSURE CERTIFICATION~~ C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

☒ PROPOSAL FORM 19: ~~GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM~~ STOCKHOLDER DISCLOSURE CERTIFICATION

☒ PROPOSAL FORM 20: ~~EQUALIS GROUP ADMINISTRATION AGREEMENT~~ GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

☒ PROPOSAL FORM 21: ~~OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE~~ EQUALIS GROUP ADMINISTRATION

☒ PROPOSAL FORM 22: ~~VENDOR CONTRACT AND SIGNATURE FORM~~ OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

☒ PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

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

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## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

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

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

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

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Presidio Networked Solutions LLC
	<i>What is the mailing address of your company's headquarters?</i>	Corporate Headquarters Presidio Corporate HQ PENN 1 1 Pennsylvania Plaza Suite 2501 New York, NY 10119
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Erik Hayko, Senior Contracts Manager <a href="tel:608.371.6750">608.371.6750</a> <a href="mailto:dlSLEDnational@presidio.com">dlSLEDnational@presidio.com</a>  Charlie Pierce, Capture Manager <a href="mailto:cpierce@presidio.ocm">cpierce@presidio.ocm</a> 678.504.6269
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes, Presidio can structure several volume-based discount programs and/or rebate options that align to a client's objectives. The goal is to reward the client for their technology

		<p>spending and provide incentives for achieving key purchasing objectives. Below are five options that Presidio uses when working with customers.</p> <p><b>Option 1: Volume Tiers</b></p> <ul style="list-style-type: none"> <li>• Pre-determined tiers</li> <li>• Discount based on achieving spending tiers; typically structured such that the discount increases as spending increases</li> </ul> <p><b>Option 2: Volume Rebates</b></p> <ul style="list-style-type: none"> <li>• Based on pre-negotiated spending volumes</li> <li>• Rebates can be leveraged for high-value services or consulting</li> </ul> <p><b>Option 3: Cost-Plus</b></p> <ul style="list-style-type: none"> <li>• Based on pre-negotiated spending volumes</li> <li>• Based on standard vendor pricing to Presidio and clearly outlined procurement expectations</li> </ul> <p><b>Option 4: Capacity on Demand</b></p> <ul style="list-style-type: none"> <li>• Consumption economics model</li> <li>• Customer model of “pay as you consume,” which is leveraged typically for fast technology adoption and capacity planning upfront</li> </ul> <p><b>Option 5: Straight Volume-Based Pricing</b></p> <ul style="list-style-type: none"> <li>• Volumes based on individual OEMs and/or overall spending</li> </ul>
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	<p>Our pricing includes standard shipping costs. Any expedited shipping cost are billed as actually incurred.</p> <p>Installation is not included in our pricing, however, our hourly rates for installation and other services are outlined in our pricing catalog. Presidio has identified top-tier accredited and certified engineers, to perform installation, configuration and deployment. There are no other peripheral costs/fees included in our pricing. Turnkey solutions are available as well as fixed fee solutions to best meet customer needs.</p>
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	<p>Our invoicing process involves a mature Accounts Receivable process that ensures effective and efficient billing for clients while maintaining accurate accounting. We review all sales orders and invoices for payment, ensuring compliance with customer invoicing requirements, and all contract terms and conditions. We use a Net 30 standard invoicing term and can collaborate with a client’s billing system to provide invoices, reports, etc., in the preferred format. Customers are invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums, plus expenses.</p> <p>Presidio accepts multiple methods of payment with the preferred method being ACH/EFT with confirmation emailed to <a href="mailto:PNSRemittanceadvices@presidio.com">PNSRemittanceadvices@presidio.com</a>. Additional methods of acceptable payment include credit card and check, payments should be mailed to: Presidio Networked Solutions LLC PO Box 822169 Philadelphia, PA United States 19182-2169.</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		

Product, service and solution features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>Presidio's catalog features a comprehensive list of services, including Professional Services, Managed Services, Modern Platforms &amp; Digital Services, Physical Security, Cybersecurity, and Cloud FinOps Services.</p> <p>Presidio has included a product portfolio of dozens of manufacturers that highlight our strategic partnerships in server, storage, networking, cabling, racking, and power solutions to support our customers' data center requirements.</p> <p>Additionally, we offer a wide range of solutions for cybersecurity, physical security, data protection, endpoint security and management, as well as Cloud and AI technologies.</p> <p>The catalog also includes the OEMs we collaborate with to address our customers' IT needs—spanning desktops, data centers, and cloud environments.</p> <p>This broad and robust combination of products and services sets Presidio apart from other bidders as Presidio will be a member's strategic partner to identify the product that best fits their current and future needs while being able to complement the product resale with exceptional services to configure, install and administer the product.</p>
	<i>Outline how your products and services compare to those of your competitors.</i>	<p>Presidio sets itself apart from competitors through several key aspects of our products and services. With over 3,700 employees, Presidio is one of the largest and most adept providers of advanced technology solutions and services. Presidio has a 5:1 Engineer to Account Manager ratio. We provide end-to-end support throughout the product lifecycle, seamlessly integrating strategy and technology into our clients' overall strategic, compliance, and governance operations.</p> <p>This broad and robust combination of products and services sets Presidio apart from other bidders as Presidio will be a Member's strategic partner to identify the product that best fits their current and future needs while being able to complement the product resale with exceptional services to configure, install and administer the product.</p> <p>Our diverse team of multidisciplinary experts, coupled with our expertise in digital transformation, cloud solutions, collaboration, data centers, and networking, delivers comprehensive solutions designed to meet our clients' unique needs. Our modular approach allows us to adapt capabilities to address specific IT challenges and business objectives effectively.</p> <p>Presidio has 7000+ accredited and certified technical engineers, to perform installation, configuration and deployment. Our engineering team's expertise ranges from enterprise and solutions architects, who have extensive knowledge of cross domain integrated software and hardware systems, to a large number of domain-specific engineers who are experts in networking, storage, cloud systems, DevOps, automation, software-defined data centers, IoT technologies, collaboration, and many other technologies. Although these domain-specific engineers are experts in specific technologies, they are also experts across multiple vendors within those domains.</p> <p>We empower clients with the flexibility to manage their infrastructure independently using our tools or, if preferred, provide full management services. Furthermore, our commitment to continuous education and rigorous training ensures our team remains at the cutting edge</p>

		<p>of risk management, covering assessments, governance, compliance, and architectural best practices.</p> <p>Presidio is not merely a reseller, rather Presidio is a partner to support our customers in their decision to purchase the most appropriate IT products and services.</p>
	<p><i>Describe how you maintain multiple manufacturer brand offerings and applicable vetting strategies for onboarding new product brands.</i></p>	<p>Presidio maintains multiple manufacturer brand offerings by holding the highest industry certifications and partnerships with a wide range of vendors. This includes certifications and partnerships with companies such as Apple, APC, Aruba Networks, Amazon Web Services, Check Point Software, Cisco Systems, Citrix, Cohesity, CommVault Systems, CrowdStrike, DELL, EMC, Emerson Network Power, Extrahop, Extreme Networks, F5 Networks, Fortinet, HPE, Infoblox, Jabra, Juniper Networks, Microsoft, NetScout Systems Inc., Palo Alto Networks, Pure Storage, Red Hat, RedSky - Everbridge, Rubrik, ServiceNow, Tanium, Trend Micro, Veeam, Varonis, VMware, Wiz, Zoom Technologies, and others. Presidio can also resell other brands of products available through national distribution organizations, such as Tech Data and Ingram Micro.</p> <p>Presidio has established a formalized third-party risk assessment process to ensure the security and compliance of its partners and vendors. This process involves getting and reviewing relevant certifications and audit reports, such as ISO 27001 and SOC 2 Type 2, and requiring updated certifications or audit reports annually to verify continued compliance. Where certifications are unavailable, the third party is required to complete a comprehensive security questionnaire, which covers critical areas including Data Protection, Information Security, Network Security, Physical Security, etc. The responses are reviewed and evaluated thoroughly to identify any potential risks. This questionnaire must be completed annually to account for any changes in security practices and ensure no new risks have been introduced.</p> <p>Presidio's top-tier partnerships with the top IT manufacturers places Presidio at the table and the front of the line to be briefed on new and developing technologies while permitting Presidio's certified and accredited engineers the ability to preview, test, break and repair developing technology to position Presidio to determine if the new product is an appropriate fit and solution for Presidio and our customers. This reputation also results in many new smaller IT companies approaching Presidio to demonstrate their product and the solution they bring or how their product compliments other existing products. The same rigorous vetting process by Presidio engineers is still performed regardless of how large the OEM is.</p>
	<p><i>Outline how your products, services and/or solutions meet necessary industry standards and regulatory requirements.</i></p>	<p>Presidio stands apart from our "competitors" as a top-tier partner for the top IT manufacturers in the world, permitting Presidio to offer enhanced pricing discounts to our customers while also providing best-in-class value-added services to complement and accompany the product resale. This permits Presidio to not be "just" a reseller, but a partner with our customers to help them bridge the digital divide and determine the best solution that meets their technical and budgetary needs. Presidio's long-tenured experience and partnerships with the IT manufacturers also position Presidio to meet and exceed necessary industry standards and regulatory requirements.</p>

		<p>Equalis/Region 10 will find that Presidio has the reach-back capabilities of a large company while providing the direct attention and highest level of flexibility of a small company. We have remained nimble since our founding, so our mature infrastructure and processes are flexible enough to accommodate your needs and adapt to your changing environment quickly. We follow a standardized service delivery method consistent with industry-recognized leading practices and quality standards to deliver high-quality services. Presidio's program management method includes clear lines of authority, explicitly defined areas of responsibility, and effective communication among all stakeholders. As evidenced by our quality, process, and organizational certifications, Presidio provides a proven method for managing projects, ensuring process effectiveness, oversight, and controls across our organization; this strengthens our ability to provide superior services and solutions to clients.</p> <p>We employ ITIL-certified individuals, including those with ITIL V3 Foundation and ITIL V3 Practitioner certifications. Presidio delivers superior services to clients consistently through our project and program management (PPM) methodology based on PMI's Project Management Body of Knowledge (PMBOK). We have individuals who hold certifications in Lean Six Sigma, and our project management team includes Project Management Institute (PMI)-certified Project Management Professionals (PMPs). Our mature, stable management approach and quality management system prove we deliver what we promise consistently and reliably.</p> <p>Presidio ensures that our products, services, and solutions meet necessary industry standards and regulatory requirements through a comprehensive approach that includes compliance with relevant laws, certifications, and best practices. We adhere to industry-recognized standards such as ISO 27001, SOC 2 Type 2, and ITIL. Our compliance framework includes regular audits, risk assessments, and continuous monitoring to maintain alignment with regulatory requirements. Additionally, our security governance structure, led by our Chief Information Security Officer (CISO), ensures that our security practices mitigate risks and maintain full compliance with evolving legal requirements. We also employ a formalized third-party risk assessment process to ensure the security and compliance of our partners and vendors.</p>
	<p><i>Describe environmental and energy efficiency practices your organization follows such as end-of-life device removal and sustainability initiatives.</i></p>	<p>Presidio is committed to sustainability across all facets of our operations. We have set the following goals to make a positive impact:</p> <ul style="list-style-type: none"> <li>• By 2025, we aim to reduce e-waste generation significantly through extensive recycling and reuse efforts. Our target is to increase our e-waste landfill diversion rate from 50% to 75% between 2022 and 2025.</li> <li>• We are dedicated to reducing our Scope 1 emissions (e.g., emissions associated with fuel combustion in boilers, furnaces, vehicles) by 20% by 2025. This will be achieved through a combination of strategies, including reducing our physical office space footprint and enhancing the energy efficiency of our buildings.</li> </ul> <p>Presidio specializes in solution design, service delivery, and product fulfillment. We facilitate take-back programs offered by our partners to help customers participate in the circular economy, extending the lifecycle of manufactured hardware. We also offer responsible</p>

		<p>equipment recycling services through our partner ecosystem. As part of our solution design, we assist customers with reducing their physical data center and networking footprints by properly leveraging cloud technologies, which helps accelerate their sustainability goals, including emissions reduction.</p> <p>Internally, Presidio conducts corporate environmental sustainability programs and supports the use of local renewable energy sources to offset daily company energy consumption. We are committed to renewing and recycling products and consumables, and our core business and corporate programs support the achievement of our Environmental and Energy Sustainability (EES) Plan objectives by facilitating internal sustainability, renewal and recycling, and recovery of assets to reach the goal of 'living light on the earth.'</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>Service Availability:</p> <ul style="list-style-type: none"> <li>Geographical Coverage</li> </ul> <p>Presidio offers its full range of products and services across all 50 states. There are no geographical limitations.</p> <p>Presidio's Office Locations</p> <p>United States Offices:</p> <ul style="list-style-type: none"> <li>Arizona <ul style="list-style-type: none"> <li>Tempe, AZ</li> </ul> </li> <li>Arkansas <ul style="list-style-type: none"> <li>Little Rock, AR</li> </ul> </li> <li>California <ul style="list-style-type: none"> <li>Pleasanton, CA</li> <li>Sacramento, CA</li> <li>Pasadena, CA</li> </ul> </li> <li>Colorado <ul style="list-style-type: none"> <li>Centennial, CO</li> </ul> </li> <li>Connecticut <ul style="list-style-type: none"> <li>Glastonbury, CT</li> </ul> </li> <li>Florida <ul style="list-style-type: none"> <li>Jacksonville, FL</li> <li>Fort Lauderdale, FL</li> <li>Orlando, FL</li> <li>Tampa, FL</li> </ul> </li> <li>Georgia <ul style="list-style-type: none"> <li>Atlanta, GA</li> <li>Norcross, GA</li> </ul> </li> <li>Illinois <ul style="list-style-type: none"> <li>Chicago, IL</li> </ul> </li> <li>Indiana <ul style="list-style-type: none"> <li>Indianapolis, IN</li> </ul> </li> <li>Louisiana</li> </ul>

		<ul style="list-style-type: none"> <li>• New Orleans, LA</li> <li>• Massachusetts <ul style="list-style-type: none"> <li>• Woburn, MA</li> </ul> </li> <li>• Maryland <ul style="list-style-type: none"> <li>• Fulton, MD</li> </ul> </li> <li>• Michigan <ul style="list-style-type: none"> <li>• Ferndale, MI</li> <li>• Grand Rapids, MI</li> </ul> </li> <li>• Minnesota <ul style="list-style-type: none"> <li>• Minneapolis, MN</li> </ul> </li> <li>• New Jersey <ul style="list-style-type: none"> <li>• Morristown, NJ</li> </ul> </li> <li>• New York <ul style="list-style-type: none"> <li>• Hauppauge, NY</li> <li>• New York, NY</li> </ul> </li> <li>• North Carolina <ul style="list-style-type: none"> <li>• Charlotte, NC</li> <li>• Raleigh, NC</li> </ul> </li> <li>• Ohio <ul style="list-style-type: none"> <li>• Dublin, OH</li> <li>• Cincinnati, OH</li> </ul> </li> <li>• Oklahoma <ul style="list-style-type: none"> <li>• Oklahoma City, OK</li> </ul> </li> <li>• Oregon <ul style="list-style-type: none"> <li>• Eugene, OR</li> <li>• Lake Oswego, OR</li> </ul> </li> <li>• Pennsylvania <ul style="list-style-type: none"> <li>• King of Prussia, PA</li> <li>• Pittsburgh, PA</li> </ul> </li> <li>• South Carolina <ul style="list-style-type: none"> <li>• Columbia, SC</li> </ul> </li> <li>• Tennessee <ul style="list-style-type: none"> <li>• Brentwood, TN</li> </ul> </li> <li>• Texas <ul style="list-style-type: none"> <li>• Austin, TX</li> <li>• Houston, TX</li> </ul> </li> <li>• Utah <ul style="list-style-type: none"> <li>• Draper, UT</li> </ul> </li> <li>• Virginia <ul style="list-style-type: none"> <li>• Reston, VA</li> <li>• Richmond, VA</li> </ul> </li> <li>• Wisconsin <ul style="list-style-type: none"> <li>• Milwaukee, WI</li> </ul> </li> </ul>
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		<p>Network Operations Centers (NOCs):</p> <ul style="list-style-type: none"> <li>Onshore NOCs <ul style="list-style-type: none"> <li>Orlando, FL</li> <li>Dallas, TX</li> <li>Minneapolis, MN</li> <li>Las Vegas, NV</li> </ul> </li> <li>Offshore NOCs <ul style="list-style-type: none"> <li>Dublin, Ireland</li> <li>Mumbai, India</li> </ul> </li> <li>Operation Hours <ul style="list-style-type: none"> <li>All NOCs operate 24/7/365.</li> </ul> </li> </ul> <p>Security Operations Centers (SOCs):</p> <ul style="list-style-type: none"> <li>Orlando, FL</li> <li>Austin, TX</li> </ul>
	<i>Outline any value-added capabilities not already addressed.</i>	<p>Presidio's superior expertise is our core strength. Our clients view Presidio as an extension of their organization, proactively working with them to identify opportunities and apply solutions that improve technology challenges and satisfy business objectives. By taking the time to understand how our clients define success, Presidio designs enduring solutions that meet your immediate needs, and prepares you for tomorrow.</p> <p>One of Presidio's main competitive advantages is our ability to integrate complex, multi-technology environments. We have the technical expertise to navigate and assess unique IT challenges, interpret requirements, and transform the latest technology innovations into meaningful enhancements to our clients' existing infrastructure. We combine the strategic vision, planning skills, and business acumen typically found in only the largest consulting companies, with the actionable, results-oriented approach of systems integrators.</p> <p>Our knowledge of advanced technologies paired with our broad portfolio of solutions and services will help Equalis members:</p> <ul style="list-style-type: none"> <li>Accelerate technology adoption</li> <li>Reduce operational costs</li> <li>Improve risk management and security</li> <li>Focus your IT team on strategic priorities</li> <li>Boost IT productivity and service quality</li> </ul> <p>Organizations across all industries are challenging their IT teams to transform their businesses by implementing advanced technologies to better connect employees, business partners, and customers in an increasingly global marketplace. Organizations are looking to technology to enable innovation. IT teams are asked to reduce capital investments, deliver IT as a Service (ITaaS), and meet increasingly complex regulatory and compliance requirements. Presidio can help. We design and implement innovative solutions that create value, and allow organizations to increase responsiveness, manage decreasing resources, and increase interagency collaboration.</p>
Customer implementation and scalability	<i>Describe your company's implementation and training plan for new customers,</i>	<p>Our implementation plan for new customers follows a structured approach based on Presidio's project methodology. Once the client agrees to move forward, we assign a project team and conduct a project kickoff. The project plan baseline is provided after the detailed</p>

	<p><i>including general timelines for applicable implementation services.</i></p>	<p>design session. Based on the requirements, we estimate a duration of 12-16 weeks for project completion.</p> <p>The implementation process includes the following phases:</p> <ul style="list-style-type: none"> <li>• Kickoff Phase: Coordinating, scheduling, and executing internal and external kickoff meetings, reviewing deliverables, and aligning on major activities, risks, and milestones.</li> <li>• Planning and Design: Facilitating planning and design sessions, resource scheduling, and oversight.</li> <li>• Execution: Deliverable/milestone tracking, working calls as required, and regular status meetings.</li> <li>• Closeout: Project closeout activities to ensure all objectives are met.</li> </ul> <p>For training, we provide hands-on staff augmentation and guidance to address technical solution implementation, configuration, and operational requirements. The training plan is customized based on the client's needs and includes ongoing support to ensure successful outcomes.</p>
	<p><i>Outline what ongoing training and consulting support is available to customers.</i></p>	<p>We offer comprehensive training and consulting support through a variety of structured programs tailored to meet our customers' needs.</p> <p><b>Training Programs</b></p> <p><u>Customized Training Plans:</u> During the pre-sales engagement, we work with customers to assess their training requirements, enabling us to develop a tailored plan to transfer the necessary knowledge for managing and maintaining the solution implemented by Presidio. Training can be delivered through multiple methods.</p> <p><u>On-Site Knowledge Transfer:</u> As part of the implementation project, training can be included in the Statement of Work (SOW) and delivered on-site by Presidio's engineers for the customer's staff.</p> <p><u>OEM Training Credits:</u> Customers have the option to purchase OEM training credits, allowing them to receive training directly from the OEM. This training can take place at the OEM's facilities, in their labs, or online.</p> <p><u>Third-Party Training Providers:</u> Presidio collaborates with a network of third-party training providers to offer flexible and customizable training options. These sessions can be conducted on-site, at local or regional training centers, or online, based on the customer's preferences.</p> <p><b>Consulting Support</b></p> <p><u>Solution Architects:</u> Customers have complimentary access to our Solution Architects, who provide consultative guidance and recommend solutions to address both technical and business challenges.</p> <p><u>Flex Services:</u> For more extensive consulting or professional services, our Flex Services offering includes support for specialized projects such as cybersecurity assessments, cloud</p>

		<p>migrations, and other targeted initiatives.</p> <p><u>Enterprise Consulting Services:</u> Customers can benefit from an annual budget allocation for consulting services, which can be applied to various projects throughout the contract year. This ensures ongoing alignment with the customer's business objectives.</p>
	<p><i>Outline the scalability of the products, services and/or solutions offered for varying organizational sizes and growth trajectories.</i></p>	<p>Presidio distinguishes itself from "competitors" by serving as a premier partner for the world's leading IT manufacturers. This strategic positioning allows us to offer enhanced pricing discounts to our customers, complemented by best-in-class value-added services that go beyond standard product resale.</p> <p>Rather than being "just" a reseller, Presidio acts as a true partner, helping customers bridge the digital divide and identify tailored solutions that align with their technical and budgetary needs. Our extensive experience and longstanding partnerships with top IT manufacturers enable us to meet and exceed industry standards and regulatory requirements with confidence.</p> <p>At Presidio, we understand that scaling solutions to fit each customer's unique needs is essential. By building close partnerships, we take the time to understand where our customers' environments are today, where they aim to be, and work collaboratively to develop a roadmap that ensures scalable, sustainable success.</p> <p>Presidio offers scalable solutions tailored to varying organizational sizes and growth trajectories. Our approach includes:</p> <ol style="list-style-type: none"> <li>1. Cloud Migration and Management: We provide comprehensive cloud migration services, ensuring scalability and agility for businesses of all sizes. Our solutions are designed to optimize performance, cost-efficiency, and compliance, leveraging major cloud platforms like AWS, Microsoft Azure, and Google Cloud Platform. Post-migration, we focus on integrating and optimizing cloud environments to support growth and changing demands.</li> <li>2. Resource Management and Scaling: We employ adaptive scaling strategies based on workload demands, utilizing predictive analytics and historical data for proactive capacity planning. Our project management and engineering teams ensure the necessary personnel and resources are available to meet customer requirements, with the flexibility to scale up or down as needed.</li> <li>3. Dynamic Scaling and Automation: For specific applications, we recommend a pilot-light approach, maintaining minimal active servers and scaling up additional capacity as required. We use automation tools such as AWS Auto Scaling and Citrix Cloud to dynamically adjust resources based on demand, ensuring optimal performance and cost-efficiency.</li> <li>4. Cloud Managed Services: Our Cloud Managed Services include support PODs that can be tailored to meet specific objectives, such as DevOps or AppDev needs. These services are designed to optimize cloud capacity and support cost-efficient operations through tools like CloudHealth.</li> </ol> <p>Overall, Presidio's solutions are designed to be flexible and scalable, supporting organizations through various stages of growth and ensuring they remain competitive in a digital-first world.</p>

Maintenance services and staff qualifications	Outline your preventative maintenance program for the offered products and services.	<p>Presidio Managed Services offers preventative maintenance programs for the offered products and services includes the following key practices:</p> <ul style="list-style-type: none"> <li>• <b>Proactive Maintenance:</b> Implementing preventive maintenance strategies to reduce downtime and mitigate potential issues before they become critical.</li> <li>• <b>Data-Driven Decision Making:</b> Using data analysis and insights to inform maintenance decisions and prioritize tasks efficiently.</li> <li>• <b>Regular Performance Monitoring:</b> Regularly monitoring performance metrics to identify areas for improvement and ensure optimal operational efficiency.</li> <li>• <b>Clear Escalation Procedures:</b> Establishing well-defined escalation pathways to address and resolve maintenance challenges promptly and effectively.</li> <li>• <b>Continuous Training and Skill Development:</b> Providing ongoing training to maintenance teams to enhance their expertise and keep them up to date with the latest industry practices.</li> </ul> <p>By embracing these best practices, we ensure a proactive and data-driven approach to maintenance, empowering organizations to enhance reliability, minimize downtime, and achieve sustainable success in their day-to-day operations.</p>
	Identify certifications and qualifications required by technical and maintenance staff.	<p>Our technical and maintenance staff hold a variety of certifications and qualifications to ensure they are well-equipped to handle a wide range of challenges. These include certifications from major vendors and industry-recognized certifications. Below is a summary of some key certifications held by our staff:</p> <ul style="list-style-type: none"> <li>• <b>Cisco Certifications:</b> Associate (CCNA, CCDA, etc.), Professional (CCNP, CCDP, etc.), Expert (CCIE / CCDE), Specialized Certification, Sales Certification, Black Belt Engineering and Presales Stages, Meraki ECMS1, ECMS2, and Masters</li> <li>• <b>Microsoft Certifications:</b> Microsoft Certified Systems Engineers (MCSE), Microsoft Certified IT Professionals (MCITP), Microsoft Certified Professional (MCP), Microsoft Certified Architect (MCA), Microsoft Certified Database Administrator/Analyst (MCDBA), Microsoft Certified Trainer, Microsoft Certified Solutions Expert, Microsoft Certified Solutions Developer – Azure, Microsoft Certified Solutions Architect, Microsoft Specialist, Microsoft Teams Meetings and Rooms, Microsoft Teams Administrator Associate, Microsoft Power Platform Solution Architecture Expert, Microsoft Power Platform Functional Consultant Expert, Microsoft Power BI Data Analyst Associate, Microsoft Power Automate RPA Developer Associate, Microsoft 365 Fundamentals, Microsoft Messaging Administrator Associate, Microsoft Information Protection and Compliance Admin, Microsoft Identity and Access Administrator Associate, Fabric Analytics Engineer Associate, Endpoint Administrator Associate, Collaborations Communication Engineer Associate</li> <li>• <b>AWS:</b> Presidio is an AWS Premier Consulting Partner recognized for the highest AWS validated qualifications, including six AWS Consulting Competencies, nine Partner Programs, and five AWS Service Validations.</li> <li>• <b>Google:</b> Presidio is a Google Cloud Platform Premier Partner and has attained this level by demonstrating proficiency and exhibiting customer success with Google Cloud Platform solutions.</li> <li>• <b>Dell:</b> Dell Certified Professional, Expert - Cloud Architect, Expert - Technology Architect, Implementation Engineer, Platform Engineer, Specialist - Implementation Engineer, Specialist - Technology Architect, Storage Administrator, Backup Recovery - NetWorker Specialist</li> </ul>

		<p>Version 6.0 (EMCSA), VxRail Appliance 4.x Deployment and Implementation.</p> <ul style="list-style-type: none"> <li>• <b>F5 Networks:</b> Sales Accreditation, Technical Accreditation, F5-CA Certification, F5-CSE Certification, F5-CTS-APM Certification, F5-CTS-ASM Certification, F5-CTS-GTM Certification, F5-CTS-LTM Certification.</li> <li>• <b>Fortinet:</b> Fortinet Certified Fundamentals (FCF), Fortinet Certified Associate (FCA), Fortinet Certified Professional (FCP) Network Security, Fortinet Certified Professional (FCP) Public Cloud Security, Fortinet Certified Professional (FCP) Security Operations, Fortinet Certified Solutions Specialist (FCSS) Network Security, Fortinet Certified Solutions Specialist (FCSS) Zero Trust Access, Fortinet Certified Solutions Specialist (FCSS) Public Cloud Security, Fortinet Certified Solutions Specialist (FCSS) OT, Fortinet Certified Expert (FCX).</li> <li>• <b>HPE/Aruba:</b> Aruba Certified Network Architect - Campus Access (ACNA -CA), Aruba Certified SD-WAN Deployment Expert (ACDX), Aruba Certified SD-WAN Expert (AASX), Aruba Certified Professional – Campus Access (ACP-CA), Aruba Certified ClearPass Professional (ACCP), Aruba Certified Switching Professional (ACSP), Aruba Certified SD-WAN Deployment Professional (ACSDP, Aruba Certified SD-WAN Professional (AASP), Aruba Certified ClearPass Associate (ACCA), Aruba Certified Campus Access (ACA-CA), Aruba Certified Associate – Network Security (ACA-NS), Aruba Certified Switching Associate (ACSA), Aruba Certified Mobility Associate - (ACMA), Aruba Networking Product Specialist – SSE (APS-SSE), EdgeConnect Sales Expert (ECSXA), HPE Sales Certified – Aruba Networking Solutions, HPE Networking as-a-service Solutions, EdgeConnect Sales Professional, Accredited (ECSPA), EdgeConnect Solution Sales Professional, Accredited (ECSPA), Customer Success for Partners.</li> <li>• <b>Juniper:</b> JNCIA-Junos (Junos, Associate), Juniper Portfolio Overview 2024, Data Center Tech Accreditation, JNCIS-ENT (Enterprise Routing and Switching, Specialist), JNCIS-SP (Service Provider Routing and Switching, Specialist), JNCIS-MistAI-Wireless (Juniper Certified Specialist, Mist AI Wireless), SSRA (Session Smart Routing Accreditation), Juniper SD-WAN with Mist-AI Accreditation, JNCIS-SEC (Security, Specialist).</li> <li>• <b>Nutanix:</b> Sizing Associate Badge, Nutanix Certified Sales Expert (NCSX), Nutanix Certified Systems Engineer Core (NCSE Core), Nutanix Certified Services Core (NCS-Core), Nutanix Certified Professional - Multicloud Infrastructure (NCP-MCI) 6.5, NCPMCI515, NCA515.</li> <li>• <b>Palo Alto:</b> AMPLIFY Security Fundamentals: Exam, CYBERFORCE: Commander, CYBERFORCE: Defender, PCCSE, PCNSA, PCDRA, PCNSC, PCNSE, PCSFE, PMcNA, PMkNA, PMXdC, PMrUA, PMnVA, PMXdC, PSE: Cortex – A, PSE: Cortex – P, PSE: Foundation, PSE: Prisma Cloud – A, PSE: Prisma Cloud – P, PSE: SASE – A, PSE: SASE – P, PSE: Strata – A, PSE: Strata – P, PSE: SWFW – P, SPS Cortex XDR: Exam, SPS Cortex XSOAR: Exam, SPS CORTEX XSIAM: EXAM, SPS Hardware Firewall: Exam, SPS SASE: Exam, SPS Software Firewall: Exam, SPS Software Unit 42: Exam.</li> <li>• <b>Red Hat:</b> Red Hat Delivery Specialist – Automation, Red Hat Delivery Specialist - Automation I, Red Hat Delivery Specialist - Automation II, Red Hat Delivery Specialist - Container Platform Administration I, Red Hat Delivery Specialist - Container Platform Application, Deployment, Red Hat Delivery Specialist - Container Platform Application, Deployment I, Red Hat Delivery Specialist - Container Platform Deployment, Red Hat Delivery Specialist - Container Platform Deployment I, Red Hat Sales Engineer Specialist – Automation, Red Hat Sales Engineer Specialist - Cloud Infrastructure, Red Hat Sales Engineer Specialist - Container Platform, Red Hat Sales Engineer Specialist – Platform, Red Hat Sales Specialist - Agile Integration, Red Hat Sales Specialist - Cloud Native Application Development, Red Hat</li> </ul>
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Integration with other platforms	Outline any integration capabilities the proposed services and/or solutions have with existing IT infrastructure or other platforms/systems.	<p>Our proposed services and solutions have extensive integration capabilities with existing IT infrastructure and other platforms/systems. Here are some key examples:</p> <ol style="list-style-type: none"> <li>1. AI Solutions: We conduct a thorough analysis of the customer's current IT infrastructure to identify potential compatibility issues. We use modular architectures and standard protocols (like REST, SQL) and develop custom APIs or connectors to ensure seamless integration with existing systems and databases.</li> <li>2. Cisco Products: The Cisco switch integrates with several solutions such as Cisco Catalyst</li> </ol>

		<p>Center, Cisco Identity Services Engine (ISE), Cisco ThousandEyes, and ServiceNow, enhancing network management, security, and monitoring capabilities.</p> <p>3. Webex Contact Center (WxCC): WxCC provides direct integration with external applications via a standards-based RESTful API client. It supports integration with applications like Salesforce, ServiceNow, Zendesk, Freshdesk, and Microsoft Dynamics 365.</p> <p>4. End Point products: At Presidio, our experienced team of end-point management and security specialists collaborates with customers to seamlessly integrate new technologies and products into their existing desktop and mobile environments. Working closely with other Presidio technical teams, including our Cloud and Cybersecurity divisions, the End-Point team delivers comprehensive services for both on-premise and cloud end-point solutions while strengthening their overall security posture.</p>
	<p><i>Outline product assessment capabilities to ensure product compatibility with existing hardware systems.</i></p>	<p>To ensure product compatibility with existing hardware systems, we follow a structured approach that includes the following steps:</p> <p><b><u>1. Assessment and Planning:</u></b></p> <ul style="list-style-type: none"> <li>o <b>Infrastructure Evaluation:</b> We begin with a comprehensive assessment of the existing IT infrastructure. This includes evaluating the age and performance of current equipment, identifying bottlenecks or outdated components, and understanding scalability requirements.</li> <li>o <b>Business Needs Analysis:</b> We collaborate closely with stakeholders to align equipment upgrades with business objectives. This involves identifying critical applications, anticipated growth, and any specific requirements for performance, security, or compliance.</li> </ul> <p><b><u>2. Vendor and Technology Selection:</u></b></p> <ul style="list-style-type: none"> <li>o <b>Vendor Evaluation:</b> We choose reputable vendors and technologies that align with our quality standards and customer needs. Factors considered include product reliability, support capabilities, scalability options, and compatibility with existing systems.</li> <li>o <b>Technology Roadmap:</b> We develop a technology roadmap that outlines the phased approach to equipment upgrades. This helps prioritize investments and ensures a structured evolution of the IT infrastructure.</li> </ul> <p><b><u>3. Implementation and Deployment:</u></b></p> <ul style="list-style-type: none"> <li>o <b>Project Management:</b> We assign dedicated project managers to oversee the implementation process. Define clear milestones, timelines, and responsibilities to ensure smooth execution.</li> <li>o <b>Deployment Strategy:</b> We plan for phased deployments to minimize disruptions to daily operations. This may involve scheduling upgrades during off-peak hours, deploying temporary solutions, and conducting rigorous testing before full deployment.</li> </ul> <p><b><u>4. Performance Monitoring and Optimization:</u></b></p> <ul style="list-style-type: none"> <li>o <b>Monitoring Tools:</b> We implement robust monitoring tools to track the performance of new equipment post-deployment. Proactively identify and address any performance issues or bottlenecks.</li> <li>o <b>Optimization Strategies:</b> We continuously optimize configurations and resource allocations to maximize the efficiency and reliability of the upgraded infrastructure. This includes applying firmware updates, adjusting settings based on workload demands, and</li> </ul>

		<p>conducting regular performance reviews.</p> <p>Through this structured approach, we ensure that new products are compatible with existing hardware systems, thereby enhancing operational efficiency and supporting business growth.</p>
Security protocols and privacy protection	<p><i>Please describe protocols taken to ensure the protection of privacy and data.</i></p>	<p>Presidio ensures the protection of privacy and data through a comprehensive set of protocols, including:</p> <ol style="list-style-type: none"> <li><b>1. Data Classification and Access Control:</b> We classify data as public, confidential, or restricted based on data type and implement controls such as two-factor authentication and passwords to ensure only authorized personnel can access confidential data.</li> <li><b>2. Encryption:</b> Data is encrypted both in transit and at rest using industry-standard encryption methods.</li> <li><b>3. Secure Data Storage:</b> Data is stored in secure environments, such as encrypted databases or file systems.</li> <li><b>4. Training and Awareness:</b> Personnel complete annual awareness training on data security, best practices, and their roles and responsibilities in handling confidential information.</li> <li><b>5. Data Backup and Disaster Recovery:</b> Backup procedures are established to ensure data can be recovered in case of data loss, system failures, or disasters.</li> <li><b>6. Secure Network and Infrastructure:</b> Our secure environment includes firewalls, intrusion detection systems, and regular vulnerability assessments.</li> <li><b>7. Incident Response Plan:</b> A plan is implemented to handle data breaches or security incidents.</li> <li><b>8. Annual Third-Party Audits:</b> We have certified an Information Security Management System (ISMS) to the ISO 27001 framework, validated by SOC assessments.</li> <li><b>9. Data Privacy Policies:</b> We maintain a Personal Data Protection Policy and comply with regulations such as GDPR, HIPAA, and PCI DSS.</li> <li><b>10. Data Protection Impact Assessments (DPIAs):</b> DPIAs are conducted to identify and evaluate potential risks of handling client data.</li> <li><b>11. Vendor Due Diligence:</b> We perform due diligence on third-party vendors to ensure adequate security measures.</li> <li><b>12. Ongoing Monitoring and Compliance:</b> We continuously monitor for changes in regulations and evolving best practices to keep our data protection policies, procedures, and security measures current.</li> </ol>
Customer service/problem resolution	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>Our customer service department operates 24x7x365 through our Global Service Desk (NOC) with locations in Florida, Minnesota, Nevada, and Texas. Additionally, we have a secondary site in Hauppauge, New York that operates Monday through Friday from 8 a.m. to 5 p.m. We manage over 60,000 network devices, over 400,000 managed endpoints, and over 3,000,000 unique incidents yearly.</p> <p>We resolve issues through a structured escalation process involving multiple levels of support. The primary points of contact for escalation are the Account Manager and Project Manager. For technical issues, the Service Delivery team engages the manufacturer's support within one hour, with further escalation to the Practice Manager if needed. If unresolved, the Service Delivery Director and Program and Project Management (PPM) Team Lead are involved. The final escalation level includes the PPM Director and Services Vice President for</p>

		executive oversight and resolution. This structured approach ensures timely and effective handling of customer concerns.
	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	Emergency orders or requests typically involve critical issues or service outages that require immediate attention. These are handled by contacting your dedicated Presidio Service Delivery Manager (SDM) or Account Manager. Emergency changes are related to Priority 1 (P1) or Priority 2 (P2) incidents and must be logged within 24 hours of the incident resolution. Approval of an emergency change is validated by the Emergency Change Advisory Board. Our Service Delivery Center (SDC) operates 24x7x365 to ensure timely response and resolution of such incidents, following a strict Tier 1-3 ITIL methodology for effective incident management and escalation.
	<i>Outline the return and exchange policy including any warranties/product guarantees offered.</i>	<p>Our return and exchange policy is as follows:</p> <ul style="list-style-type: none"> <li>• A client's return rights are subject to the return policies (and fees, including restocking) of the applicable manufacturer.</li> <li>• A Presidio-issued Return Material Authorization (RMA) is required and needs to accompany returned items before any credit is issued to a client. Presidio reserves the right to deny RMA requests in the event the manufacturer will not provide for an authorized return.</li> <li>• If integration of the product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms, as manufacturers will not accept the return of an open product.</li> <li>• Clients have 15 calendar days from the original ship date to request a RMA (unless a shorter period is required by manufacturer).</li> <li>• Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered, failing which Presidio may reject acceptance of items or charge further fees.</li> <li>• The client is responsible for shipping fees to the destination highlighted in the RMA.</li> <li>• Opened software cannot be returned.</li> </ul> <p>Presidio's warranty terms are:</p> <ul style="list-style-type: none"> <li>• Presidio services are warranted for thirty (30) days from the date of final delivery of the services, during which period Presidio shall promptly correct any defective workmanship at no additional cost to the client as the client's sole and exclusive remedy.</li> <li>• Except as expressly provided herein, Presidio makes no warranties, express or implied, and specifically disclaims any warranty of merchantability, fitness for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealings or course of performance.</li> <li>• Presidio does not warrant that the services will be uninterrupted or error-free.</li> <li>• Any products provided to the client under this agreement that are neither developed nor designed by Presidio will carry the warranty provided by the manufacturer or developer, if any, and Presidio makes no independent warranty with respect to such products.</li> </ul>

Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i>	<p>Presidio is a financially secure and diversified company generating well over \$5 billion of gross revenue per year. We have an exceptionally strong balance sheet that has enabled us to sustain annual growth rates. At a time when the technology industry in particular has weathered challenging market conditions, Presidio has remained a picture of stability, growth, and excellence in leadership and management. Our financial stability and access to ample credit ensures our ability to support our customers with any resources required. Our core solutions address a number of technology megatrends, including cloud, security, mobility, Big Data, virtualization, and collaboration. They span the entire IT infrastructure lifecycle, from planning and design to implementation and testing, to managed services and support. Presidio is positioned well to capitalize on favorable industry tailwinds and is a significant beneficiary of the increasing complexity and continued innovation in the IT marketplace.</p> <p>Presidio serves clients through a unique, localized delivery model and differentiates on technical expertise and the superior breadth of our services and solutions. As the nation's leading IT infrastructure solutions provider, Presidio combines (i) the strategic vision, engineering capabilities, project management, and business acumen generally associated with the largest consulting firms, with (ii) the client service and long-term client partnership orientation of smaller system integrators. This specialized approach has helped drive consistent annual growth and a 98 percent client retention rate.</p> <p>Presidio has never engaged in any bankruptcy proceedings.</p> <p>Presidio includes D &amp; B report in the Attachments Section of our Response.</p>
	<i>What was your annual sales volume over last three (3) years?</i>	<p>Presidio's Annual Sales Volume for the last three years are:</p> <p>FY22 – \$5.2B</p> <p>FY23 - \$5.8B</p> <p>FY24 – \$6.3B</p>
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	<p>Upon receiving a purchase order (PO) from a customer, Presidio's Sales Operations team promptly processes a Presidio purchase order with the original equipment manufacturer (OEM) or the distribution partner. This process is typically completed on the same day the PO is received.</p> <p>At this stage, Presidio obtains an estimated ship date for product delivery to the address specified on the customer's PO. Customers are kept informed of delivery timelines through their Presidio account team or, if preferred, via our customer portal (MyPresidio). Presidio has the ability to provide expedited shipping should the customer require the product to be delivered in an urgent manner.</p> <p>For software license orders, delivery is made via email to the address provided at the time of purchase. These licenses are usually sent to the customer's inbox within 48 hours of order receipt.</p> <p>Orders involving Presidio services require a PO and a signed Statement of Work (SOW) to schedule the necessary engineering and project management resources. These resources are typically assigned within 48 hours. The Project Manager collaborates with the customer to</p>

		schedule a project kickoff date and develops a project timeline based on product delivery schedules, the customer's availability, and the engineering team's calendar.
Other factors relevant to this section as submitted by the Respondent	<i>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</i>	Presidio provides comprehensive management reporting capabilities through our MyPresidio portal. This includes consolidated billing by location, time and attendance reports, and other customized reports as required. Our reporting capabilities are designed to meet the specific needs of each eligible agency, ensuring detailed and accurate information is available for effective management and decision-making.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	<p>Presidio uses Experience Modification Ratings to measure our safety record. Our OSHA Experience Modification Rate (EMR) is as follows:</p> <ul style="list-style-type: none"> <li>• 03/01/23 NCCI Modification Factor (Interstate) 0.54</li> <li>• 03/01/22 NCCI Modification Factor (Interstate) 0.54</li> <li>• 03/01/21 NCCI Modification Factor (Interstate) 0.52</li> <li>• 03/01/20 NCCI Modification Factor (Interstate) 0.51</li> </ul>
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	<a href="http://www.presidio.com">www.presidio.com</a>
	<i>Please provide a brief history of your company, including the year it was established.</i>	Presidio is a global digital services and solutions provider that has grown from a regional, network-focused provider to a leading U.S. and global solutions provider. Some of our business units date back to 1986. Formally incorporated as Presidio 2003, we have expanded our regional presence and skill set expertise through both organic and acquisitive growth. By 2010, we had completed acquisitions that complemented our core services businesses, expanding our presence in the United States. Since then, we have completed several additional acquisitions, creating one of the largest IT services providers in the nation with offices throughout the United States and abroad. Notable acquisitions include Red Sky Solutions in 2018, Coda Global in 2020, Arkphire in 2021, ROVE in 2022, CloudiX in 2022, Internetwork Engineering in 2024, Kinney Group in 2024, and Contender Solutions in 2024. In February 2015, we were acquired by funds affiliated with Apollo Global Management. On March 10, 2017, Presidio became a publicly traded company on the NASDAQ exchange. On December 19, 2019, we were acquired by funds affiliated with BC Partners and continued to operate as Presidio. On June 27, 2024, Clayton, Dubilier & Rice (CD&R) acquired a majority ownership position in Presidio, with BC Partners retaining a minority ownership position.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	No, this contract, if awarded, will be Presidio's first with Region 10. However, Presidio holds multiple TIPS contracts with Region 19 ESC. Also, Presidio is an authorized reseller with other vendors on Equalis contracts through Synnex, Fortinet, DLT, EC America.
Experience and qualification of key employees	<i>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:</i> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p><b><u>Executive Support: Keith Strohman, VP SLED Contracts</u></b></p> <p>Seasoned contracts and compliance leader with nearly 30 years of experience in government and commercial organizations. Certified expert in contract management with high-level credentials in both industry and government sectors.</p> <p><b>Key Qualifications</b></p> <ul style="list-style-type: none"> <li>• Highest industry certifications: CPCM and DAWIA Level III</li> <li>• Contracts Executive for two large businesses</li> <li>• Lead Contracting Officer at four federal civilian and defense agencies</li> <li>• Expertise in complex contract management, compliance, and strategic planning</li> </ul>

		<p><b>Professional Experience</b></p> <p><b>Vice President, Contracts and Compliance, Presidio (2019-Present)</b></p> <ul style="list-style-type: none"> <li>• Company leader for contracts and compliance in Public Sector organization</li> <li>• Designated Company Official with full proposal and contract signature authority</li> <li>• Chair of Presidio Compliance Council</li> </ul> <p><b>Senior Director of Contracts, Northrop Grumman Corporation (2016-2019)</b></p> <ul style="list-style-type: none"> <li>• Led \$30 billion international contract portfolio</li> <li>• Member of Executive Leadership Team and Corporate Compliance Council</li> <li>• Chairman of Ethics Committee</li> </ul> <p><b>Previous Roles</b></p> <ul style="list-style-type: none"> <li>• Director of Contracts, Presidio Networked Solutions</li> <li>• Chief, Program Executive Officer, Department of Defense Agency</li> <li>• Chief, Contracting Office, Department of Defense Agency</li> </ul> <p><b>Education</b></p> <ul style="list-style-type: none"> <li>• MBA, The Johns Hopkins University (2004)</li> <li>• BA, Miami University (1994)</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>• CPCM (National Contract Management Association)</li> <li>• DAWIA Level III Acquisition Professional</li> <li>• Lean Six Sigma Green Belt</li> </ul> <p><b><u>Account Manager: Charlie Pierce, Capture Manager</u></b></p> <p>Accomplished sales executive with 38 years of proven expertise in technology sales, specializing in strategic account management and public sector solutions. Exceptional track record of building robust client relationships and driving business growth across education and government markets.</p> <p><b>Key Strengths</b></p> <ul style="list-style-type: none"> <li>• Capture Management</li> <li>• Strategic Account Development</li> <li>• Public Sector Procurement Expertise</li> <li>• Extensive Higher Education Market Network</li> <li>• Relationship-Driven Sales Approach</li> </ul> <p><b>Professional Experience</b></p> <p><b>Presidio Networked Solutions (November 2014 - Present)</b></p> <ul style="list-style-type: none"> <li>• SLED Capture Manager (November 2021 - Present)</li> <li>• Senior Account Manager (November 2014 - November 2021)</li> </ul> <p><b>Previous Roles</b></p> <ul style="list-style-type: none"> <li>• Sr. Business Development Manager, Systems Alliance Inc. (2009-2014)</li> <li>• Sr. Education Territory Representative, Consonus Technologies (2005-2009)</li> <li>• Sr. Education Territory Representative, Logical Choice Technologies (1999-2005)</li> </ul>
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		<ul style="list-style-type: none"> <li>• Various sales roles with NEC Computer Systems, SBM/Cnetics Technologies, and University of Georgia</li> </ul> <p><b>Professional Highlights</b></p> <ul style="list-style-type: none"> <li>• 35+ years of experience identifying and growing strategic account relationships</li> <li>• Extensive network in Georgia and Florida Higher Education vertical</li> <li>• Strong expertise in business plan development and sales pipeline management</li> <li>• Demonstrated ability to support account management and sales teams</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>• ITIL Foundation Certification in IT Service Management</li> </ul> <p><b>Education</b></p> <ul style="list-style-type: none"> <li>• MS in Agricultural Economics, University of Georgia</li> <li>• BS in Agricultural Economics, University of Florida</li> </ul> <p><b>Personal Attributes</b></p> <ul style="list-style-type: none"> <li>• Goal-oriented</li> <li>• Strong communicator</li> <li>• High integrity</li> <li>• Relationship-focused sales professional</li> </ul> <p><b><u>Contract Manager: Erik Hayko, Senior Contracts Manager</u></b></p> <p><b>Professional Summary</b> Accomplished public sector executive with 20+ years of comprehensive experience in procurement, contract management, program oversight, and strategic operations. Proven track record of leading high-performance teams, implementing innovative processes, and driving organizational efficiency across multiple government and private sector domains.</p> <p><b>Key Areas of Expertise</b></p> <ul style="list-style-type: none"> <li>• Procurement and Contracting</li> <li>• Program Management</li> <li>• Budget and Fiscal Oversight</li> <li>• Compliance and Audit</li> <li>• Strategic Team Leadership</li> <li>• Federal and State Regulations Interpretation</li> </ul> <p><b>Professional Experience</b> <b>SLED Senior Contracts Manager, Presidio (2022 - Present)</b></p> <ul style="list-style-type: none"> <li>• Lead national contracts team for state, local, education, and K-12 contracts</li> <li>• Provide strategic direction for contract compliance and enablement</li> <li>• Collaborate across multiple sales and operational teams</li> </ul> <p><b>Chief of Procurement, Contracting and Budget/Fiscal, Wisconsin Department of Health Services (2016-2020)</b></p>
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		<p><b>Business Operations Analyst</b> (March 2014 - Oct 2021)</p> <ul style="list-style-type: none"> <li>Managed \$150M in SLED Contract Sales</li> <li>Executed contract compliance and reporting</li> <li>Provided training and liaison support across departments</li> </ul> <p><b>Previous Roles</b></p> <ul style="list-style-type: none"> <li>Data Analyst, RealPage, Inc. (2013-2014)</li> <li>CRM Operations/Data Analyst, Higher Ed Holdings (2011-2013)</li> <li>Financial Analyst, The Broadlane Group (2010)</li> </ul> <p><b>Skills</b></p> <ul style="list-style-type: none"> <li>Software: PowerBI, CRM Dynamics, Excel, Alteryx, SQL, SAS</li> <li>Expertise: Contract Management, Data Analysis, Process Optimization</li> <li>Strong cross-functional collaboration and training capabilities</li> </ul> <p><b>Education</b></p> <ul style="list-style-type: none"> <li>MBA, New England College of Business &amp; Finance (2013)</li> <li>BS in Decision Sciences, University of North Texas (2008)</li> <li>Multiple additional academic credentials</li> </ul>
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	<p>Presidio's Public Sector Sales excluding Federal was \$3.9B.</p> <p>By Calendar Year:</p> <ul style="list-style-type: none"> <li>CY22 - \$1.2B</li> <li>CY23 - \$1.5B</li> <li>CY24 w/o Nov and Dec – \$1.2B</li> </ul>
	What is your strategy to increase market share in the public sector?	<p>Our strategy to grow market share in the public sector leverages our robust portfolio of active contracts and comprehensive service offerings. With 677 active contracts across the U.S., we are well-positioned to drive significant growth. By securing strategic opportunities like the Equalis/Region 10 contract and consistently delivering exceptional solutions, we aim to double our market share within three years and achieve an annual revenue of \$3 billion by 2026.</p> <p>A key focus is expanding our Security Managed Services practice, which holds tremendous potential.</p> <p>Our approach integrates strategic planning, innovative solution design, seamless deployment, and dedicated support, ensuring responsible, sustainable, and client-centric outcomes.</p> <p>A defining strength of Presidio is our foresight and resources, enabling us to anticipate emerging technologies and trends, so we are ready to support our clients as they adopt new innovations.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	<p>Presidio has never engaged in any bankruptcy proceedings and currently is not involved in any lawsuits that will have any material impact on Presidio's ability to perform under this agreement.</p>

<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p><b><u>Reference #1: Grand Rapids Public Schools</u></b></p> <p><b>Years Serviced:</b> 2019 to Present</p> <p><b>Annual Volume:</b> \$11 Million</p> <p><b>Contact Name:</b> Ray Johnson, IT Support Coordinator</p> <p><b>Phone Number/Email:</b> (616) 819-3154/ <a href="mailto:johnsonr@grps.org">johnsonr@grps.org</a></p> <p><b>City/ State:</b> Grand Rapids, MI</p> <p><b>Description of Services:</b> Comprehensive Education Technology Solutions</p> <p>We deliver a full suite of technology products and services through leading vendors like Dell, TD Synnex, and Cisco. Our offerings span hardware, software, and professional services designed to meet diverse educational technology needs.</p> <p>Products Include:</p> <ul style="list-style-type: none"> <li>- Hardware: PCs, servers, networking equipment, mobile devices</li> <li>- Software: Enterprise applications, cloud solutions, security software</li> <li>- Consumer electronics and technology components</li> </ul> <p>Services Include:</p> <ul style="list-style-type: none"> <li>- Cloud Services (IaaS, PaaS, SaaS)</li> <li>- Professional Consulting and Managed Services</li> <li>- Configuration Services: Hardware integration, software imaging, server setup</li> <li>- Supply Chain and Value-Added Services: Asset tagging, testing, project management</li> </ul> <p>Our end-to-end solutions help optimize their technology infrastructure and operations.</p> <p><b><u>Reference #2: Genesee Independent School District</u></b></p> <p><b>Years Serviced:</b> 2019 to Present</p> <p><b>Annual Volume:</b> \$2.4 Million</p> <p><b>Contact Name:</b> Dorothy Cooper, Project Specialist</p> <p><b>Phone Number/Email:</b> (810) 591-4466/ <a href="mailto:dcooper@geneseeisd.org">dcooper@geneseeisd.org</a></p> <p><b>City/ State:</b> Flint, MI</p> <p><b>Description of Services:</b> Comprehensive Education Technology Solutions</p>
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		<p>We deliver a full suite of technology products and services through leading vendors like Dell, TD Synnex, and Cisco. Our offerings span hardware, software, and professional services designed to meet diverse educational technology needs.</p> <p>Products Include:</p> <ul style="list-style-type: none"> <li>- Hardware: PCs, servers, networking equipment, mobile devices</li> <li>- Software: Enterprise applications, cloud solutions, security software</li> <li>- Consumer electronics and technology components</li> </ul> <p>Services Include:</p> <ul style="list-style-type: none"> <li>- Cloud Services (IaaS, PaaS, SaaS)</li> <li>- Professional Consulting and Managed Services</li> <li>- Configuration Services: Hardware integration, software imaging, server setup</li> <li>- Supply Chain and Value-Added Services: Asset tagging, testing, project management</li> </ul> <p>Our end-to-end solutions help optimize their technology infrastructure and operations.</p> <p><b><u>Reference #3: Rochester Community School</u></b></p> <p><b>Years Serviced:</b> 2019 to Present</p> <p><b>Annual Volume:</b> \$10.6 Million</p> <p><b>Contact Name/Title:</b> Jessica Urban, Technology and Strategic Initiatives Secretary</p> <p><b>Phone Number/Email:</b> (248) 726-3031/ <a href="mailto:JUrban@rochester.k12.mi.us">JUrban@rochester.k12.mi.us</a></p> <p><b>City/ State:</b> Hills, MI</p> <p><b>Description of Services:</b> Comprehensive Education Technology Solutions</p> <p>We deliver a full suite of technology products and services through leading vendors like Dell, TD Synnex, and Cisco. Our offerings span hardware, software, and professional services designed to meet diverse educational technology needs.</p> <p>Products Include:</p> <ul style="list-style-type: none"> <li>- Hardware: PCs, servers, networking equipment, mobile devices</li> <li>- Software: Enterprise applications, cloud solutions, security software</li> <li>- Consumer electronics and technology components</li> </ul> <p>Services Include:</p>
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		<ul style="list-style-type: none"> <li>- Cloud Services (IaaS, PaaS, SaaS)</li> <li>- Professional Consulting and Managed Services</li> <li>- Configuration Services: Hardware integration, software imaging, server setup</li> <li>- Supply Chain and Value-Added Services: Asset tagging, testing, project management</li> </ul> <p>Our end-to-end solutions help optimize their technology infrastructure and operations.</p> <p><b><u>Reference #4: Fulton County Government</u></b></p> <p><b>Years Serviced:</b> 1/1/18 to Present</p> <p><b>Annual Volume:</b> \$24 million</p> <p><b>Contact Name/Title:</b> Terrence Slaton, Chief Information Security Officer (CISO)</p> <p><b>Phone Number/Email:</b> 404-771-4587/ Terrence.slaton.fultoncountygva.gov</p> <p><b>City/ State:</b> Atlanta, GA</p> <p><b>Description of Services:</b> Network Services/solutions, network management software, cybersecurity software, firewalls, Presidio Professional, Cybersecurity and Managed Services.</p> <p>Presidio has been a trusted advisor to FCG for more than 6 years. In that time, we have upgraded their county wide network, cyber security systems, network management, email security, end-point management as well provided them with the best in bred products to optimize their IT environment and reduce their risk from cybersecurity threats.</p> <p>An example of the solutions implemented include Cisco, Palo Alto, Meraki, Proofpoint, Varonis, Tanium, F5 networks and Dell.</p> <p><b><u>Reference #5: Waterbury Public Schools</u></b></p> <p><b>Years Serviced:</b> 2022 to Present</p> <p><b>Annual Volume:</b> \$1.9 Million</p> <p><b>Contact Name/Title:</b> Will Zhuta/ IT Director</p> <p><b>Phone Number/Email:</b> 203-574-8331/ <a href="mailto:vzhuta@waterbury.k12.ct.us">vzhuta@waterbury.k12.ct.us</a></p> <p><b>City/ State:</b> Waterbury, CT</p> <p><b>Description of Services:</b> Networking, end-point, server/storage, cybersecurity solutions and Presidio professional services.</p>
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		Presidio has provided multiple products and services over the past 3 years and continues to be one of their top partners providing solutions for Presidio services, Cisco, Lenovo, Pure Storage, and Palo Alto Networks.
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	Yes, Presidio will sell directly to customers.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Presidio is a privately held organization. None of the owners or operators have been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	N/A. Presidio is not classified as a diverse company.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>Yes, at Presidio our policy of recruiting, encouraging, partnering with, and assisting diverse owned business enterprises reflects our commitment to diversity and the communities where we work and live. This commitment emphasized by our Executives and Senior Leadership is communicated to all employees.</p> <p>Therefore, we understand that when diverse-owned businesses flourish and prosper, the communities they serve share the benefits. And when our communities succeed, we all win.</p> <p>As noted, we have a very active and robust Supplier Diversity Program and have actively leveraged available services and events to recruit and onboarded Small and Minority firms into our partner system.</p> <p>We are committed to maximizing Diverse Business Enterprises’ participation through the development of mutually beneficial business relationships with these firms. To that end, Presidio is dedicated to ensuring the inclusion of Minority-, Women-, Veteran-, Service-Disabled Veteran-, Disabled-, Lesbian, Gay, Bisexual and Transgender (LGBT) - owned businesses as well as business located in Historically Underutilized Business Zones (HUBZones) and Small Businesses within our sales, sourcing, and procurement activities.</p>

		<p>Over the last year Presidio’s Supplier Diversity team has created some innovative lanes to not only benefit the diverse business community but also uplift the efforts of our DE&amp;I initiatives. Here are some recent and continued efforts of Presidio.</p> <ol style="list-style-type: none"> <li>1. PLEDG Global LLC, a NMSDC-certified Minority Joint Venture, was recently formed between Presidio and Leading Edge Design Group to provide customers and clients the combined capabilities and offering of both firms.</li> <li>2. Presidio recently completed our first Accelerator Program in which we sponsored financial workshops and counseling sessions to help increase their financial literacy of MWBEs. The sessions provided guidance, instruction, and advice to firms on how to develop balance sheets and other financial documents that are required for participation in RFPs.</li> <li>3. Presidio actively attends, sponsors, and participates in industry events that promote Small and Diverse company introductions and partnerships.</li> <li>4. Presidio is implementing Strategic Agreements/Partnerships with several Small and Diverse Firms. Which will allow both parties to collaborate on opportunities expanding our portfolio of business.</li> <li>5. In 2022 Presidio implemented a Supplier Diversity Historically Black Colleges and University (HBCU) internship program with plans to launching a companywide HBCU internship program.</li> <li>6. In collaboration with a large OEM, we are supporting the technology modernization at HBCUs by helping them to achieve NIST compliance in their IT infrastructures.</li> <li>7. Presidio’s Future Built Scholarship assist women and underrepresented students pursuing an undergraduate degree in a STEM related fields.</li> </ol> <p>We at Presidio envision diversity as a natural part of our business strategy to expand our diverse supplier and employee base, strengthen economic development, and create competitive advantage for all involved. Through our Supplier Diversity and Diversity Equity and Inclusion Programs we a committed to ensuring diversity is a cornerstone of our corporate culture.</p>
Good faith efforts to involve MWBE subcontractors in response	<p>Please attach any certifications you have as part of your response to Form 3.</p> <p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs</i></p>	<p>Presidio does not currently plan to use subcontractors for this effort. However we may explore opportunities to partner with PLEDG 1. PLEDG Global LLC, a NMSDC-certified Minority Joint Venture, was recently formed between Presidio and Leading Edge Design Group to provide customers and clients the combined capabilities and offering of both firms.</p>

	<i>were interested in subcontracting and/or joint ventures?</i>	
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	<p>Presidio is committed to providing subcontracting opportunities for small and diverse businesses. It is our policy to encourage the participation of these suppliers in our procurement, sourcing, and sales activities. In addition, as a contractor to the United States government, Presidio is required to comply with the provisions of the Small Business Act and Public Law 95-507.</p> <p>By actively seeking opportunities for diverse businesses and meeting our supplier diversity goals, we are able to maintain our government and commercial contracts. If we fail to meet our supplier diversity goals, these contracts can be compromised. Additionally, our active participation in supplier diversity helps to position our company for future bids increasing revenues companywide.</p>
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Upon award, we plan to market and promote this contract through a multi-faceted approach that aligns with our current go-to-market strategy in the public sector. Our strategy includes leveraging our extensive network of 677 active contracts across the U.S. to ensure maximum visibility and accessibility. We will utilize our dedicated SLED Contracts Team to support national, regional, and local opportunities, ensuring proper oversight and seamless integration into our existing portfolio.</p> <p>Additionally, we will employ targeted marketing campaigns, including digital marketing, webinars, and participation in industry events, to highlight the benefits and unique value propositions of this contract. Our goal is to drive awareness, foster engagement, and facilitate ease of procurement for our clients, ultimately aiming to double our market share in the next three years and achieve an annual revenue of \$6 Billion by 2026.</p> <p>We understand that award of a contract alone does not guarantee business and that it is our responsibility to publicize the message about our contracted products and services to the market. Through thoughtfully planned marketing campaigns, we are confident that we can generate business and success that benefits both Presidio and Equalis/Region10.</p> <p>Examples of the types of marketing we use include:</p> <ul style="list-style-type: none"> <li>• Customer Events/Seminars: Presidio is well known among our partners for driving attendance to our many customer events and learning seminars. We provide certain free risk assessments and value-added services and are becoming the go-to partner for SLED customers. Presidio will market the Equalis/Region10 contract actively as the primary purchasing vehicle for our education and government customers and prospects.</li> <li>• National/Region/Local Exposition Events: Participation in exposition events, multiple State, local, K12, and higher education conferences allows Presidio to meet existing and new customers on a regular basis. Discussion of our active participation with Equalis for all our available solutions is a key component to securing additional business opportunities.</li> </ul>

		<ul style="list-style-type: none"> <li>• Webinars and Quarterly Events: We leverage our marketing organization to host quarterly events (both in-person and webinar) to promote and educate customers about our products and services.</li> <li>• Partner Campaigns: We conduct solution-specific sales campaigns based on our manufacturing partners promotions.</li> <li>• Creative Collateral: Presidio Marketing will create a One-Pager document for the Equalis/Region10 contract highlighting the relevant key points for customers and prospects who are interested in becoming members.</li> <li>• Webpage: On www.Presidio.com, we will provide a link to the Equalis/Region10 contract providing details on how to use it to facilitate purchases.</li> </ul>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	<p>The training of Presidio's sales force and customer service representatives is managed by the SLED Contracts and Capture teams. These teams hold weekly meetings where they introduce newly available contracts and provide detailed one-page documents summarizing each contract. These resources enable the representatives to familiarize themselves with contract specifics and effectively discuss them with customers.</p> <p>The Contracts and Capture teams maintain regular engagement with the Sales teams through strategic planning sessions and quarterly business reviews. During these meetings, contract utilization reports are analyzed to showcase the contracts already in use. Current opportunities are also reviewed, and recommendations are made on leveraging key contracts for new business prospects. This collaborative approach ensures the Sales teams remain informed about Presidio's most advantageous contracts and how they can be utilized within their respective territories.</p> <p>The Sales and Customer Service teams have access to an internal Contracts Portal, which houses all SLED contracts and is continuously updated. This portal provides comprehensive information, enabling users to independently access contract details and identify the appropriate points of contact for each contract.</p>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Acknowledged.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	<p>Presidio brings extensive experience in managing the reporting requirements across the hundreds of national cooperative and statewide contracts we oversee. Over half of these contracts mandate monthly or quarterly reporting, a responsibility we handle with precision.</p> <p>Our dedicated team of Reporting and Business Operations Analysts leverages advanced data analytics tools to meticulously process and validate monthly and quarterly sales data, ensuring compliance with the specific data requirements of each contract. This dedicated</p>

		<p>team would take ownership in all monthly sales reporting to EQUALIS and work closely with the national contract management team responsible for administering the EQUALIS contract.</p> <p>Presidio is presently an authorized reseller on multiple EQUALIS contracts and has historical familiarity and experience meeting the reporting requirement of those contracts and would be able to leverage that knowledge to this new resulting contract.</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Presidio holds 20 contracts with National Cooperative and Government Groups.</p> <p>1GPA:</p> <ul style="list-style-type: none"> <li>• 21-02PV-06</li> <li>• 22-02PV-17</li> <li>• 22-04P-07</li> </ul> <p>Allied State Cooperative:</p> <ul style="list-style-type: none"> <li>• 22-7429</li> </ul> <p>Buyboard:</p> <ul style="list-style-type: none"> <li>• 661-22</li> </ul> <p>Massachusetts Higher Education Consortium:</p> <ul style="list-style-type: none"> <li>• MHEC MC01-S03</li> <li>• MHEC MC01-F14</li> </ul> <p>MiCTA Michigan Collegiate Telecommunications Association:</p> <ul style="list-style-type: none"> <li>• 172AN-MITTISAFBOS2022-0827</li> </ul> <p>Midwestern Higher Education Compact (MHEC):</p> <ul style="list-style-type: none"> <li>• MHEC-08012021</li> </ul> <p>NASPO:</p> <ul style="list-style-type: none"> <li>• AR3113</li> </ul> <p>OMNIA:</p> <ul style="list-style-type: none"> <li>• 23-6692-05</li> </ul> <p>Sourcewell:</p> <ul style="list-style-type: none"> <li>• 120122-PSO</li> <li>• 030223-PSO</li> </ul> <p>The Interlocal Purchasing System (TIPS):</p> <ul style="list-style-type: none"> <li>• 220105</li> <li>• 24050301</li> </ul> <p>Texas DIR:</p> <ul style="list-style-type: none"> <li>• DIR-CPO-4803</li> <li>• DIR-CPO-4859</li> <li>• DIR-CPO-5185</li> <li>• DIR-CPO-5141</li> <li>• DIR-TSO-4259</li> <li>• DIR-CPO-5532</li> </ul>
Commitment to supporting agencies to utilize the contract	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would</i></p>	<p>Our account teams will first undergo comprehensive training to understand the details and advantages of promoting the contract to customers and prospects. These discussions will center around how Presidio's Equalis/Region10 contract streamlines the purchasing process for our products and services, tailored to meet the customer's specific needs.</p>

	<i>work for both new customers to your organization, as well as existing.</i>	To support these conversations, Account Managers will have access to well-crafted collateral that clearly outlines contract details for both end-users and their procurement teams. Additionally, the account management team can collaborate with the Contracts and Capture team as needed, ensuring deeper insights or direct discussions with the customer about the contract.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Presidio has 72 dedicated Account Managers who work in the state and local government and education vertical. These Account Managers are located throughout their local territories across the country, enabling them to provide personalized support to customers and prospects.</p> <p>In addition to the field-based Account Managers, Presidio has 14 Inside Client Managers who provide support from the company's 40 offices nationwide. These inside sales representatives work from various locations to complement the field sales team.</p> <p>To summarize:</p> <ul style="list-style-type: none"> <li>• Total Sales Representatives: 86 (72 Account Managers + 14 Inside Client Managers)</li> <li>• Location: Distributed across 40 offices throughout the United States, with Account Managers specifically positioned in their local territories</li> </ul> <p>The sales team is strategically positioned to provide comprehensive coverage and support for customers in the state and local government and education sectors.</p>

### **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.

Presidio maintains active business registrations across all 50 states, with full compliance documentation registered with each state's administrative authority. While our comprehensive state-by-state registration records are not exhaustively detailed in this response, they are immediately available upon request for thorough verification.

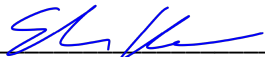
## PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: Presidio Networked Solutions LLC

Title of Authorized Representative: Senior Contracts Manager

Mailing Address: 8161 Maple Lawn Blvd. Suite 150, Fulton MD 20759

Signature: 


## PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: Presidio Networked Solutions LLC

Title of Authorized Representative: Senior Contracts Manager

Mailing Address: 8161 Maple Lawn Blvd. Suite 150, Fulton MD 20759

Signature: 

## PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

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

  
\_\_\_\_\_  
Signature of Respondent

December 13, 2024  
\_\_\_\_\_  
Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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### Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent

December 13, 2024

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** Presidio Networked Solutions Group, LLC

**ADDRESS** 8161 Maple Lawn Blvd. Suite 150,  
Fulton MD 20759

**PHONE** 608.371.6750

**FAX** \_\_\_\_\_

**RESPONDANT**

Charlie Pierce  
Charlie Pierce (Dec 4, 2024 11:24 EST)

Signature

Charlie Pierce

Printed Name

Capture Manager

Position with Company

**AUTHORIZING OFFICIAL**

  
Signature

Erik Hayko

Printed Name

Senior Contracts Manager

Position with Company

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

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

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

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

### **Filing Process:**

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Presidio Networked Solutions Group, LLC  
Irving, TX United States

Certificate Number:  
2024-1247686

Date Filed:  
12/10/2024

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 10

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

R10-1173  
Technology Software, Equipment, Services and Related Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is Erik Hayko, and my date of birth is 1974.

My address is 7701 Las Colinas Ridge, Ste. 600, Irving, TX, 75063, .  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 10 day of December, 20 24.  
(month) (year)

  
Erik Hayko (Dec 10, 2024 16:03 CST)

Signature of authorized agent of contracting business entity  
(Declarant)

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

### BOYCOTT CERTIFICATION

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

Does vendor agree? EA  
(Initials of Authorized Representative)

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

Does vendor agree? EA  
(Initials of Authorized Representative)

### TERRORIST STATE CERTIFICATION

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

Does vendor agree? EA  
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

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

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

Texas or Non-Texas Resident

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

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

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

<b>Presidio Networked Solutions LLC</b>	<b>8161 Maple Lawn Blvd., Suite 150</b>	
Company Name	Address	
<b>Fulton</b>	<b>MD</b>	<b>20759</b>
City	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? EA

(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? EA

(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? EA

(Initials of Authorized Representative)

### **4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? EA

(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? EA

(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? EA

(Initials of Authorized Representative)

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

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

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

Does vendor agree? EA

(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? EA

(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? EA

(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? EA

(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? EA

(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? EA

(Initials of Authorized Representative)

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

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

Does vendor agree? EA

(Initials of Authorized Representative)

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

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

Does vendor agree? EA

(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

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

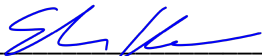
Does vendor agree? EA

(Initials of Authorized Representative)

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

Presidio Networked Solutions LLC

Company Name



Signature of Authorized Company Official

Erik Hayko

Printed Name

Senior Contract Manager

Title

December 13, 2024

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? EA

(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? EA

(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? EA  
(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? EA  
(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? EA.  
(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? EA  
(Initials of Authorized Representative)

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

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

Does Respondent agree? EA  
(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? EA  
(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? EA  
(Initials of Authorized Representative)

## **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

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

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

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

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

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

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

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

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

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



\_\_\_\_\_  
Signature of Respondent

December 13, 2024

\_\_\_\_\_  
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:** Presidio Networked Solutions LLC

**Street:** 8161 Maple Lawn Blvd. Suite 150,

**City, State, Zip Code:** Fulton MD 20759

**Complete as appropriate:**

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

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, 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 more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

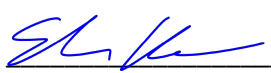
**OR:**

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

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

Name	Address	Interest
None		

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

  
\_\_\_\_\_  
**Authorized Signature and Title**

Sr. Contracts Manager

12/13/2024  
\_\_\_\_\_  
**Date**

## PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

**Company Name:** Presidio Networked Solutions LLC

**Street:** 8161 Maple Lawn Blvd. Suite 150,

**City, State, Zip Code:** Fulton MD 20759

State of Wisconsin

County of Dane

I, Erik Hayko of the Dane  
Name City

in the County of Dane, State of Wisconsin of full  
age, being duly sworn according to law on my oath depose and say that:

I am the Senior Contracts Manager of the firm of Presidio Networked Solutions LLC  
Title Company Name

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

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

Presidio Networked Solutions LLC  
Company Name

  
Authorized Signature & Title  
Erik Hayko, Senior Contracts Manager

Subscribed and sworn before me

this 4th day of December, 2024

Susan Lambert  
\_ Notary Public of Maryland  
My commission expires Feb 21, 2027

SEAL

Susan  
Lambert

Digitally signed by Susan  
Lambert  
Date: 2024.12.04  
10:57:30 -05'00'

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

**Company Name:** Presidio Networked Solutions LLC

**Street:** 8161 Maple Lawn Blvd. Suite 150,

**City, State, Zip Code:** Fulton MD 20759

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
3. A complete Affirmative Action Employee Information Report (AA302) EA \_\_\_\_\_

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form n/a  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed n/a

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

 Senior Contracts Manager  
**Authorized Signature and Title**

12/13/2024  
**Date**

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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Signature of Procurement Agent

# STATE OF NEW JERSEY

## Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

### EMPLOYEE INFORMATION REPORT

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)**

#### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY  58-1667655	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY  2,599
4. COMPANY NAME  Presidio Networked Solutions LLC		COMPANY E-MAIL  dlcontractssled@presidio.com
5. STREET  9 HEADQUARTERS PL WEST TOWER	CITY  MORRISTOWN	COUNTY  MORRIS
STATE  NJ		ZIP CODE  07960
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)  N/A		CITY  STATE  ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ  1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT  99		
10. PUBLIC AGENCY AWARDED CONTRACT  CITY  COUNTY  STATE  ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER


#### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
		COL. 1	COL. 2	COL. 3	***** MALE*****					*****FEMALE*****					
	Total	Male	Female												
	(Cols. 2 & 3)				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers	18	14	4	2	1	0	1	9	1	0	0	0	1	3	0
Professionals	53	44	9	2	3	0	13	22	4	1	0	0	3	5	0
Technicians	1	1	0	0	0	0	0	1	0	0	0	0	0	0	0
Sales Workers	26	21	5	0	2	0	1	18	0	0	0	0	0	5	0
Office & Clerical	1	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	99	80	19	4	6	0	15	50	5	1	0	0	4	14	0
Total employment From previous Report (if any)	85	67	18	5	5	0	8	42	n/a	0	4	0	3	11	n/a
The data below shall NOT be included in the figures for the appropriate categories above.															
Temporary & Part-Time Employees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO. DAY YEAR 07 08 2021
13. DATES OF PAYROLL PERIOD USED From: 11/07/2022 To: 11/18/2022		

#### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)  ANNA GROSS	SIGNATURE 	TITLE  HR Compliance & Imm. Mn	DATE MO DAY YEAR 04 24 2024
17. ADDRESS NO. & STREET  110 Parkway Drive South	CITY  Hauppauge	COUNTY  Suffolk	STATE  NY
ZIP CODE  11788	PHONE (AREA CODE, NO., EXTENSION)  212 - 485 - 0515		

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

### Public Agency Instructions

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

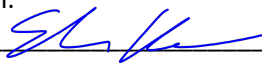
Required Pursuant To N.J.S.A. 19:44A-20.26

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

#### Part I – Vendor Information

Vendor Name:	Presidio Networked Solutions LLC		
Address:	8161 Maple Lawn Blvd. Suite 150,		
City:	Fulton	State: MD	Zip: 20759

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

	<u>Erik Hayko</u>	<u>Senior Contracts Manager</u>
Signature	Printed Name	Title

#### Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

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

## Continuation Page

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_\_ of \_\_\_\_

Vendor Name: Presidio Networked Solutions LLC

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

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☒ Limited Liability


☐ Subchapter S

Corporation

Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this 4th day of December, 2024 <i>Susan Lambert</i> (Notary Public) Susan Lambert Digitally signed by Susan Lambert Date: 2024.12.04 11:00:16 -05'00' My Commission expires: Feb 21 2027	
 (Affiant) Erik Hayko, Senior Contracts Manager (Print name & title of affiant) (Corporate Seal)	



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

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

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

☐ 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.)*

Presidio requests consideration for the following exceptions

**4.4 – Presidio agrees to provide written notice and go through any required novation/assignment process, however approval should not be able to prevent a merger for example**

**Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.). Notwithstanding the foregoing, Region 10 ESC agrees that Vendor may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets.

**5.4 – Presidio’s requested edit aligns with other public sector cancellation for convenience language where delivered and accepted products and approved services performed shall still be paid to the vendor.**

**Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time. In the event of any early termination of this contract or any order or statement of work hereunder, as applicable, applicable Members shall pay Vendor all sums due Vendor hereunder and under any outstanding order and/or statement of work prior to such termination.

**7.1 – Delivery is outside of the reasonable control of a vendor, however Presidio can and will communicate anticipated delivery lead times and keep Member updated on any changes**

**Delivery:** Vendor shall ensure proper delivery of physical materials purchased on this contract to the participating Member issuing a Purchase Order, subject to applicable OEM product availability and lead times. Vendor shall use commercially reasonable efforts, subject to applicable product availability and OEM lead times, to conform product shall be shipped within the timeframe agreed upon by the participating Member and Vendor. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time Vendor will pass-through the applicable OEM-provided remedy.

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**7.2 – Presidio can pass through return policies each OEM has and make the Member aware of the policies before the purchase is made. Return policies do vary by OEM and are outside the reasonable control of the vendor**

**Inspection & Acceptance:** If defective or incorrect material is delivered and to the extent permitted by the applicable OEM return materials authorization policy (RMA), participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment pursuant to the applicable RMA. Vendor shall be responsible for arranging the return of the defective or incorrect material pursuant to the applicable RMA.

**11.6 – Presidio can pass through warranty policies of each OEM has and make the Member aware of the policies before the purchase is made. Warranty policies do vary by OEM and are outside the reasonable control of the vendor. Relating to Vendor services the industry best practice is to warranty for 30 days**

which permits more than ample testing. Any changes after 30 days would be performed under a newly scoped change order

**Warranty conditions:** VENDOR WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. VENDOR SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH VENDOR SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO MEMBER. ALL PRODUCTS PROVIDED BY VENDOR ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ANY AND ALL OEM WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO MEMBER. VENDOR SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND MEMBER TO ENFORCE SUCH PASSED THROUGH WARRANTIES, IF ANY. ANY SOFTWARE PRODUCTS PROVIDED TO MEMBER UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY VENDOR WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND VENDOR MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

**Deleted:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

**12.1 – Presidio requests the ability to negotiate the following Intellectual Property Rights provision by limiting to third-party claims and including commercially reasonable remedies, caveats and procedural terms.**

**Intellectual Property Rights:** Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that, to its knowledge as of the date of delivery, the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related third-party infringement claims ("Infringement Claims"). All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.

Should any third-party provided product or service become (or in Vendor's or such third party's opinion be likely to become) the subject of any Infringement Claim, Vendor shall pass-through the applicable third-party remedy for such Infringement Claim. Should any Vendor-provided service become (or in Vendor's opinion be likely to become) the subject of any Infringement Claim, Vendor's obligations shall be deemed satisfied hereunder if Vendor shall at its sole option and expense: (i) procure for Member the right to continue using the relevant service; (ii) replace or modify the service so that it becomes non-infringing provided that any replacement of modified service meets substantially the same specifications as the originally provided service; or (iii) if neither of the foregoing alternatives is reasonably available provide a credit to Member the price paid to Vendor for such service as depreciated or amortized by an equal amount over the lifetime of the service as established by Vendor.

Notwithstanding the foregoing, Vendor shall have no responsibility for Infringement Claims to the extent arising from (i) alteration or modifications of the services or products or any part thereof, (ii) the combination, operation, or use of any service(s) or product(s) or any part thereof with equipment, devices, or software not supplied by Vendor, (iii) any claim arising from any instruction, information, design or materials furnished by Member to Vendor, (iv) any use of Services or

Deliverables not conforming to their respective specifications for use, or (v) Vendor's continuing the allegedly infringing activity after being notified thereof and after being informed and provided with modifications that would have avoided the alleged infringement while not materially diminishing the performance or capabilities of the services.

The obligations of Vendor in this Section are subject to the conditions that: (i) Vendor is notified promptly of any Infringement Claim; (ii) Vendor has sole control of the defense and settlement or compromise of any Infringement Claim, except that Vendor may not settle any Infringement Claim against Member without Member's consent unless such settlement unconditionally releases Member of all liability; and (iii) Member reasonably cooperates in the defense of any Infringement Claim. **13.3 – Upon award, Presidio requests the ability to negotiate a commercially reasonable limitation of liability provision, as the proposed agreement does not contain any limitations on vendor liability.**

**Indemnity and Limitation of Liability:** 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.

LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY MEMBER, REGION 10 ESC, OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY LAW AND EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR WITH RESPECT TO MEMBER'S PAYMENT OBLIGATIONS, EACH PARTY'S ENTIRE LIABILITY HERUNDER AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY MEMBER TO VENDOR FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE STATEMENT OF WORK DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

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## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

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

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

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

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

### **OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

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

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

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

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

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

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.  
*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

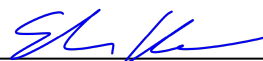
☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

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

*December 13, 2024*

*Date*

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*Authorized Signature & Title*


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Erik Hayko, Senior Contracts Manager

## 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	Presidio Networked Solutions LLC
Address	8161 Maple Lawn Blvd. Suite 150,
City/State/Zip	Fulton MD 20759
Telephone No.	608.371.6750
Fax No.	N/A
Email address	ehayko@presidio.com
Printed name	Erik Hayko
Position with company	Senior Contracts Manager
Authorized signature	

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

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

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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



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

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