

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	D&H Distributing Company
Contract Number:	R10-1173A
Effective Date:	March 1, 2025
Initial Term Expiration Date:	February 29, 2028
Renewable Through:	February 28, 2030

RFP Process Information

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

Evaluation Criteria

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

Summary

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

Contract Features:

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

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184

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

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

November 8, 2024

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Proposal Form Checklist

The following documents must be submitted with the Proposal

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

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

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

QUESTIONNAIRE & EVALUATION CRITERIA:

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

OTHER REQUIRED PROPOSAL FORMS:

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

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

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

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

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

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

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

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	D&H Distributing Company
	<i>What is the mailing address of your company's headquarters?</i>	100 Tech Drive. Harrisburg, PA, 17112
	<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>	Peter DiMarco, SVP Sales, pdimarco@dandh.com 716-830-0245
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response, and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response, and the products/services provided in Attachment B to make this determination	

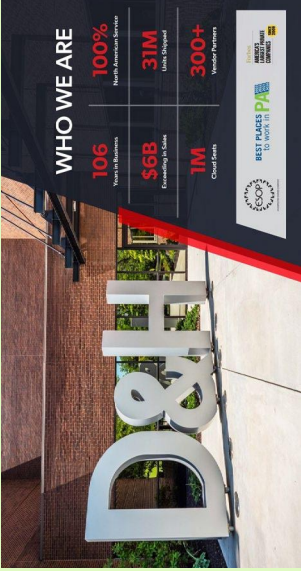
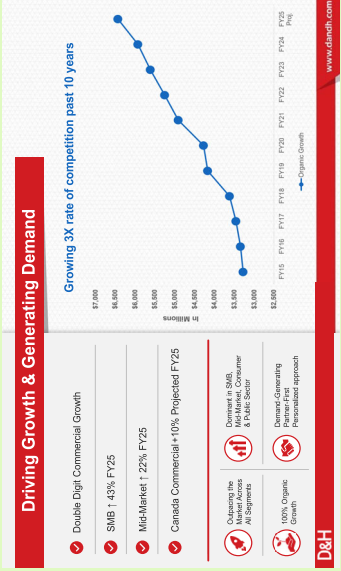
	Competitive pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee? Do you offer any other promotions or incentives for customers? If yes, please describe.	No. The pricing provided is an Equalis Group discount off manufacturer list price meant for our resellers to use for prospective agency buyers. The administrative fee gets added into our costs to resellers who then in turn can pass on the administrative fee. Yes. We as a leading headline distributor representing the world's largest manufacturers, pass through daily, monthly and quarterly manufacturer promotions to our reseller partners. These include product category and SKU based promotions / incentives.
	Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?	All products, vendor lines and services-based pricing have been made available via Attachment B at the category level. D&H represents over 315 manufacturers including leading brands such as HPI, Cisco, Microsoft, Google, Lenovo, HPE and Samsung. Appendix includes D&H's full line card that is represented within the discounts provided in Attachment B. Because we sell through resellers, shipping and other specific fees are not represented as these are subject to our reseller policies, terms and conditions. (line card in Appendix, Pages 25-27)
	Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	D&H invoicing is based upon mutually agreed terms between D&H and the reseller partner which can include credit card, prepayment, or net terms. Agencies will make payments to the D&H reseller customer based upon their agreed upon finance terms. D&H invoicing to our reseller customers is made available via electronic integrations, including the D&H website, EDI, email, and mail.
	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	
	Performance Capability (25 Points)		
	Product, service and solution features and capabilities	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	D&H provides an extensive catalog of the world's leading technology brands across every category critical to end user needs. Key categories include: end points (PCs), servers, networking and wireless devices, printers, displays, accessories, servers, storage devices, Cloud and software licensing applications, collaboration and voice tools, security devices and applications, and a wide range of IT services (remote monitoring, asset management, integration, testing, site surveys, migration, help desk and onsite remediation). As such, the product catalog offered as part of this RFP meets all scope requirements in Section One 4.1 including Technology Software, Equipment, Services, Related Solutions, Emerging Technologies and Pro Services.
		Outline how your products and services compare to those of your competitors.	D&H not only aligns directionally to its leading competitors, our product catalog management and expansion strategies are heavily informed by leading technology research firms including IDC, Gartner and Forrester. D&H product managers leverage the Gartner Magic Quadrant and IDC SKU aggregation tools to make catalog decisions. D&H is also a leading member of the Global Distribution Technology Council which further informs product and growth strategies.

		<p><i>Describe how you maintain multiple manufacturer brand offerings and applicable vetting strategies for onboarding new product brands.</i></p>	<p>D&H's extensive product management support team includes 135 employees that have been structured into 3 highly aligned business units which include:</p> <ul style="list-style-type: none"> • Modern Solutions: Advanced Technology (data center, cloud) • Client Devices (notebooks, PCs) • Peripherals (displays, components) <p>Each business unit has a collaborative team of executive leaders, vendor business managers, buyers and sellers who build and execute a business growth plan for each manufacturer. Business unit executives create and execute the overall product category strategy which includes vetting, selecting and managing manufacturers for its catalog.</p> <p>Manufacturers are selected based on the research described in the previous section, voice of the reseller surveys, board and council feedback, market share, feature / functionality, and pricing / economics. A standardized scorecarding process is used to measure manufacturers within each category that guides decisions.</p>
		<p><i>Outline how your products, services and/or solutions meet necessary industry standards and regulatory requirements.</i></p>	<p>As a wholesale two tier distribution partner, we support all of our manufacturer's compliance policies to industry standards and regulatory requirements. D&H purchases products directly from manufacturers and only buys/sells authentic, original products. D&H works with its manufacturers on any new compliance requirements that arise within the United States and Canada.</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>D&H DC facilities recycle corrugated pallets and participate in E-waste reduction. Additionally, they are equipped with electric operating equipment, eco-rated appliances, and LED lighting. In 2023, D&H was comparable to companies our size in CO emissions relating to business travel. The D&H Fresno, CA DC location has a CO2 emissions avoidance of over 1.4M pounds from January to September of this year due to solar energy usage. D&H Go Green initiatives can be found at www.dandh.com/gogreen.</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>D&H maintains physical locations across North America through a combination of Centers of Excellence and Advanced Logistics Centers. Locations include:</p> <ul style="list-style-type: none"> • Center of Excellence/North American HQ, Harrisburg, PA. • Center of Excellence, Clearwater, FL • Advanced Logistics and Integration Center, Harrisburg, PA • Advanced Logistics Center, Atlanta, GA • Advanced Logistics Center, Chicago, Ill • Advanced Logistics Center, Fresno, CA • Center of Excellence, Mississauga, ON • Advanced Logistics Center, Mississauga, ON • Advanced Logistics and Integration Center, Mississauga, ON <p>Products and services are available in all 50 states and Canada.</p>

		<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>D&H is considered the industry leader in providing value added services to its manufacturer and reseller partners. Key capabilities and services include:</p> <ul style="list-style-type: none"> • Robust Cloud Marketplace tools • Technical certification training • Presales support and design services • Partnerfi: reseller networking communities focused on public sector • IT Managed Services • Complex integration services • Public sector SLED buying contract services • Public sector discount expertise • Supply chain services • Post sales support and services • Sales and marketing training • Through-partner marketing services and consultation and training • Solutions training • Diversity buying vehicle (Woman Owned) • People assessment and development services • eCommerce tools and integration <p>See Appendix, pages 28-34, entitled “Value Added Services” for further detail.</p>
	Customer implementation and scalability	<p><i>Describe your company’s implementation and training plan for new customers, including general timelines for applicable implementation services.</i></p> <p><i>Outline what ongoing training and consulting support is available to customers.</i></p>	<p>D&H’s extensive market reach includes supporting 20,000+ reseller partners on a yearly basis. Within our partner base, D&H adds 3,000+ new reseller customers annually. New reseller customers are onboarded via our centralized “Customer Acquisition Team” focused on customer support, profiling, application management, account placement, tools training, credit line reviews, initial purchases, account placement, program training, pricing and public sector contract support. Implementation of new customer set up typically takes 24 to 48 hours.</p> <p>In addition to trainings noted in the “value added capabilities” section, D&H provides the following training and consulting services:</p> <ul style="list-style-type: none"> • Operations counseling delivered through our Lean experts • SuccessPath solutions and managed services training • SLED – how to leverage a “co-op buying vehicle?” • People First: training and development • Succession Planning through our Partnerfi Community • DEI
		<p><i>Outline the scalability of the products, services and/or solutions offered</i></p>	<p>D&H continues to grow at a 3X pace compared to the industry and its competitors. Key growth drivers include: 1) Delivering operational excellence to the market; 2) Maintaining the fastest SLAs at the highest quality; 3) Investment in 300+ leaders and employees to expand coverage; 4)</p>

		<i>for varying organizational sizes and growth trajectories.</i>	<p>Addition of 1M+ square feet of operating space; 5) Investment in automation tools and process to streamline growth; 6) Subscription to Lean / Six Sigma methodologies to drive efficiencies.</p> <p>These investments and our highly experienced senior executive team have given us the foundation to scale at +15% over the next five years. See Appendix, page 8.</p>
	Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	D&H does not manufacture products or provide preventative agreements. We do resell manufacturer extended warranty and customer care agreements which are meant to extend product life cycles and prevent product failures.
		<i>Identify certifications and qualifications required by technical and maintenance staff.</i>	D&H and its reseller partners are required to carry select manufacturer certifications to support specific transactions. Key vendors include Cisco and HP Enterprise.
	Integration with other platforms	<i>Outline any integration capabilities the proposed services and/or solutions have with existing IT infrastructure or other platforms/systems.</i>	D&H provides e-Commerce integration and automation opportunities for every customer through a variety of integration methods including API, XML, EDI, FTP file sharing, and 3rd party integrations. Integrations are in place across the partner channel ranging from multi-billion-dollar global partners to the smallest of SMB resellers. In addition, D&H partners with the leading partner aggregation platforms, including QuoteWerks, W3, World Sync and VARStreet. Above all, automation is at the forefront of partner engagement. See Appendix pages 17-18.
		<i>Outline product assessment capabilities to ensure product compatibility with existing hardware systems.</i>	Through its Modern Solutions business unit, D&H maintains a growing team of 200+ co-owners focused on presales and solution design services for its manufacturer / reseller partners. Key manufacturers supported include Cisco, HPE, Microsoft, Google, SonicWALL and Sophos. A key function of this team includes product assessment, and solution compatibility support. Solution design and bill of materials accuracy standards are maintained through a focused team of 100+ presales architects/leaders. These teams hold leading IT and manufacturer certifications while leveraging growing technical knowledge bases to enable optimal solution designs. This includes on-premises, Cloud and hybrid solutions. See Appendix page 34.
	Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data.</i>	D&H does not have any IT infrastructure, IT resources, servers, customer support staff, or any operations outside of the United States and Canada. Many D&H partners view D&H's commitment to data sovereignty as an advantage given the ongoing global data security concerns. By way of comparison, other organizations utilize IT infrastructure in other regions across the globe in an effort to reduce payroll and other costs. We view that as an unacceptable risk, particularly when we serve the public sector. Due to recent data protection legislation since the last RFP cycle and an industry-wide focus on cybersecurity protocols, we believe our North American data integrity focus to be worthy of significant consideration.
	Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	D&H Sales Support and Customer Service teams provide coverage from 9:00AM to 8:00PM EST Monday – Friday and for resellers that includes 24x7 access to order information via www.dandh.com . The team is North American based and includes 116 associates based out of Harrisburg, PA and Tampa, FL. The support team includes 400+ sales, customer support and sales operations resources staffed within our Harrisburg, PA, Tampa, FL, and Toronto CA offices, as well as remote locations across the U.S. and Canada. Critical areas of focus include Quote/Order support, Problem solving, Order tracking, Incoming/Outbound calls, Email/Chat/Messaging

			support, Inventory Management, Returns/RMAs, Bid and pricing support, Tech support, Reporting, and Quality reviews. See Appendix page 19.
		<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	D&H manages requests for prioritized product orders through established escalation processes and designated teams. Identified resources within our product management and procurement teams manage escalation processes. This includes the ability to allocate inventory when needed for emergency requests. Types of escalations include Federal DPAS (Defense Priorities and Allocation Systems) and FEMA related requests. During the COVID-19 pandemic, D&H was regularly praised by partners for its efficient and equitable management of emergency requests. This included assisting healthcare organizations and school districts with emergency requests.
		<i>Outline the return and exchange policy including any warranties/product guarantees offered.</i>	As D&H is a distributor and not the original equipment manufacturer (“OEM”) of the products offered within this RFP, the OEM’s warranty on all products purchased through D&H will be passed through to the EQUALIS Group participating entities. D&H warrants that the products it sells are new, that it has good title to the products, and that it has proper authority to license the software products it distributes. Response times for repair and/or replacement of any components, as well as return policies, will vary by product and OEM. The life expectancy of equipment under normal use also varies by product and OEM. The EQUALIS Group participating entities should feel free to contact their account manager(s) at D&H regarding any specific return or warranty conditions either before or after purchase. See Appendix page 19.
	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 & bond ratings, letters of credit, and detailed reference letters</i>	D&H’s D&B (Dun & Bradstreet) Number is 00-791-1209. While we believe this is the typical mechanism to demonstrate creditworthiness within our channel, please let us know if you require any additional information. D&B report is available upon request.
		<i>What was your annual sales volume over last three (3) years?</i>	\$5.3 billion - Fiscal year ending 4/30/22 US territory only \$5.4 billion - Fiscal year ending 4/30/23 US territory only \$5.5 billion - Fiscal year ending 4/30/24 US territory only
	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>	D&H maintains a 99% same day outbound shipment, while providing ground delivery to 98.6% of the continental US in 2 days or less. Product pickup is available at all D&H DC locations and shipping is available by all major US carriers of both parcel and LTL.
	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>	Consolidated reporting is available by D&H customer (reseller), inclusive of end user (agency) data, relative to total sales and specific sales by contract across a designated timeframe. D&H has robust reporting capabilities and regularly makes information available to its reseller customers on a daily basis. D&H information tools facilitating reporting requirements include IBM Cognos, Tableau, PowerBI, and Microsoft Suite of Office applications.

		Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Workers comp experience mode rating (EMR) of 0.52 and DART (days away, restricted, transferred) safety rating of Away – 35; Restricted – 565; Transferred – 0
		Qualification and Experience (25 Points)	
	Respondent reputation in the marketplace	Provide a link to your company's website	www.dandh.com
		Please provide a brief history of your company, including the year it was established.	<p>D&H Distributing, founded in 1918, has delivered innovation and excellence over the last 106 years as a leader in the North American distribution market, supporting many technology-led industries. Through its powerful culture of trust, as well as its combined private and employee ownership structure, D&H has delivered record-setting growth. D&H's annual revenues exceed six (6) billion dollars, growing at 3X the rate of the market. Growth drivers include industry leading SLAs, agile go to market plans and an intense focus on partner relationships. As a result, D&H has made record market share gains across its 400 leading manufacturers including HPI, Lenovo and Cisco as well as its 20,000 reseller partners. A more detailed view of our history and go to market structure are available in Appendix page 2.</p>  

	Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work.	D&H Distributing does not have a relationship with Region 10.
	Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	Key contacts are provided below. Broader team contact info listed in Appendix page 7. Executive: Peter DiMarco, SVP of Sales pdimarco@dandh.com Account Mgr.: Garrett Payne, BDM gpayne@dandh.com Contract Mgr. Joshua Shaffer, Manager ishaffer@dandh.com Marketing: Casey DePalma, Director of Mktg cdepalma@dandh.com Billing: Kelly Davis, Analyst kdavis@dandh.com
	Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for the last three (3) years? What is your strategy to increase market share in the public sector?	State, Local and Education sales for 2022 – 2024 = \$4.5B. D&H has held a leadership position in the SLED marketplace over the last 10 years delivering 1.5B+ in channel sales. Through a focused and experienced go to market team, D&H has delivered above market growth and led in market share gains (40%+) across key segments including K12, higher education, state agency, as well as local municipalities. Our market-facing teams have an extensive understanding of technological trends within the public sector market and a successful track record of reaching key technology influencers. D&H's mission is to build on that success by continuing to develop the best mix of leading product brands, driving reseller sales enablement and now leveraging the Equalis Group Region 10 Cooperative Contract to facilitate incremental growth. Key components of our established growth strategy include: <ul style="list-style-type: none"> • Continue to invest in our Designated Public Sector team that includes contract managers, sellers, marketers and presales resources. • Execute Equalis Group led sales motions across all customer segments: National Solution Providers (CDW), Large VARs (ITSavvy), Education VARs (Bluum) and thousands of SMB VARs/MSPs (TeamLogic). • Build Equalis Group led initiatives within our 400+ member Partnerfi Community and related K12 Advisory Council. • Leverage our industry leading SLED financing programs. • Drive value added configuration services. D&H configures 700,000+ K12 devices annually through our best-in-class config center. We help school districts execute “easy enrollment” through Microsoft Auto Pilot, Google ZeroTouch, Asset Tagging and Green Shipping services.

- **Establish Equalis Group led sales campaigns** for all Commercial sales reps inclusive of quarterly sales goals.
- **Train Public Sector Teams** and product business units on the Equalis Group Co-Operative tool.
- **Capitalize on hundreds of MSPs who are now building SLED practices.** Many local and state agencies are turning to local MSPs to build solutions and manage their IT infrastructure.
- **Train SLED ambassadors** in each product business unit on leveraging co-operatives (including Equalis Group).
- **Execute joint plans with leading manufacturers** (HPI, Cisco) SLED sales teams.

The below slides and Appendix pages 12-16 further depict our strength in SLED.

EXPAND SLED & FED MARKETS

\$2B Opportunity Education State & Local

STATELOCAL

GO TO MARKET PRIORITIES

- ✓ Training, Engagement & Events
- ✓ Cooperative Contract Training
- ✓ Professional Services
- ✓ MSP Enablement
- ✓ SLED Focus w/ Fed Partners
- ✓ Local Markets: Town Of...
- ✓ DSC Diversity Program

EDU

RAPID RESPONSE & EXECUTION

- ✓ Advanced Solutions & Services
- ✓ MSP Market Opportunity
- ✓ Sales & Solutions Training
- ✓ Teacher / Higher End Units
- ✓ Partner / Pre One-to-One
- ✓ Key Technology Opportunities: AI, Security

D&H www.dandh.com

Aligned Offerings & Coverage

- ✓ 300 Member SLED / Corporate Community
- ✓ Mid Market, SME & Public Sector Focus
- ✓ Dedicated College Bookstore Team
- ✓ Modern Solutions: Deep Pre Sales Bench
- ✓ eRate training and vendor support
- ✓ ESports Program & Services
- ✓ Selling & Harvest Campaigns

Pyramid Diagram:

- Sales Alignment:** Product, College Bookstore Solutions
- Community:** Advisory Board, 300+ VARs
- Diversity:** Partnering Large VARs, Vendor Focus
- Marketing:** Branding, Events, Campaigns

D&H www.dandh.com

		<i>and subcontractors comply with the pricing and terms of the contract.</i>	
	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>	The company is not owned by anyone who has 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>	No, we do not have any direct certifications. We do hold a relationship with DSC – Reference Section 42. Additionally, we work with a number of diversity partners with specific designations and solutions capabilities.
		<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>	DSC Relationship: D&H has a strategic relationship with DSC (women-owned company) and this relationship enables our resellers to leverage a diversity vehicle seamlessly. Many companies requiring supplier diversity in procurement refer to a supply chain that includes businesses owned by diverse entities or groups. D&H offers this diversity vehicle to help our resellers differentiate themselves in a competitive marketplace. Appendix page 32.
		<i>Please attach any certifications you have as part of your response to Form 3.</i>	
	Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one</i>	No

		<p><i>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>	<ul style="list-style-type: none"> Comprehensive sales training across all teams both initially and ongoing monthly. D&H trains its sales team on a weekly basis and can increase frequency if needed. Companywide executive reviews. Our contracts team will be subject matter experts and trusted advisors for our entire sales organization to enable them to promote contract utilization to the reseller. D&H will develop an authorization process for resellers interested in offering the Equalis Group contract to their public sector customers. D&H will hold on-site meetings for key partners and online training webinars that will introduce the Equalis Group contract and provide process reviews as it relates to marketing, quoting, and ordering through this contract. <p>Additional information is provided in the Appendix page 16.</p>
		<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></p>	<p>Yes, subject to:</p> <ul style="list-style-type: none"> a) D&H's prior written approval; b) Equalis Group's adherence to D&H's brand guidelines; c) D&H's ability to revoke permission upon notice to Equalis Group.
	Ability to manage a cooperative contract	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Our Public Sector and finance teams have existing processes in place to ensure the secure collection of customer data for the purpose of providing monthly reporting to Equalis Group, inclusive of, but not limited to, reseller, end user, model, quantity, and reseller purchase price.</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>D&H holds the OMNIA Advanced Solutions Aggregator Contract.</p>
	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 work for both new customers to your organization, as well as existing.</i></p>	<p>The D&H Public Sector team will work with targeted resellers to market the Region 10 Technology Solutions Contract as follows:</p> <ul style="list-style-type: none"> - Training and education - Sales campaigns - Joint sales calls - Marketing collateral and events

			We will ask each D&H reseller to select 1-2 agencies to market this contract to. Appendix pages 12-15.
	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>	565 representatives across the continental US; mostly located in Florida and Pennsylvania.



REQUEST FOR PROPOSAL (RFP) #R10-1173 FOR TECHNOLOGY SOFTWARE, EQUIPMENT, SERVICES and RELATED SOLUTIONS

Equalis Group & Region 10:

Thank you for the opportunity to become an Equalis Group partner! We are thrilled to participate in the Region 10 RFP highlighting our focus on delivering qualitative and economic value, strength in Public Sector, and customizing a D&H/Equalis Group go to market plan that drives incremental growth.

As the fastest growing technology distribution partner of advanced solutions and public sector markets, we know how critical buying power, simplicity, and expertise are to the growth of cooperative contracts.

To that end, D&H intends to help Equalis Group and Region 10 in the following areas:

- Streamline the procurement process by driving down the administrative costs that burden public agencies with acquiring technology solutions
- Execute a plan to exponentially grow partner usage and sales via the Equalis Group Region 10 Contract
- Establishing a collective partnership to build strategies advancing our business

The D&H Public Sector Team has outlined a proposed set of technology solutions, pricing, deliverables, order of operations and a willingness to ensure the partnership between D&H, Equalis Group, and Region 10 is extraordinarily successful.

Thanks again for allowing us to participate in this opportunity.

All the best,

Dan Schwab and Michael Schwab

www.dandh.com
800.877.1200

Atlanta, GA
Chicago, IL
Fresno, CA
Harrisburg, PA

Toronto, ON
Vancouver, BC



linkedin.com/
company/dandhdistributing



@dandh



fb.com/dandhdistributing



youtube.com/c/
DHDistributing



D&H Corporate Overview

D&H Distributing, founded in 1918, has delivered innovation and excellence over the last 105 years as a leader in the North American distribution market, supporting many technology-led industries. Through its powerful culture of trust, as well as its combined private and employee ownership structure, D&H has delivered record-setting growth. D&H's annual revenues have recently exceeded over six (6) billion dollars. With corporate offices/logistics centers in Pennsylvania, Atlanta, Chicago, California, Tampa, Vancouver, and Toronto, D&H supports over 20,000 channel partners, including corporate resellers, national service providers, the largest consumer retail/etail partners, federal and SLED solution providers, and managed services partners. D&H's key indirect markets include consumer, SMB, Fortune 500, Federal and SLED organizations, healthcare, and manufacturing.

What sets D&H apart from the market?

- ✓ Private corporate structure, allowing for long-term investment.
- ✓ ESOP or "employee" ownership enabling a culture of trust and care.
- ✓ 100% North American based operations providing safe and secure support.
- ✓ An agile culture that strives to exceed customer expectations every day.
- ✓ The industry's best SLAs and quality to support partner needs.

In alignment to its North American partner base, D&H's leadership position supports a growing portfolio of over 400 vendors and services manufacturers/OEMs. Key technology product categories supported include client devices (endpoints), peripherals, Pro AV, and advanced technologies such as data center, cloud, networking, and professional services. D&H has delivered record-setting growth through its agile planning and support for the industry's leading manufacturers including Microsoft, HPI, HPE, Cisco, Samsung, Google, Viewsonic and Extreme. A key differentiator is its Modern Solutions business unit that simplifies selling advanced solutions delivered through its industry leading Cloud Marketplace.

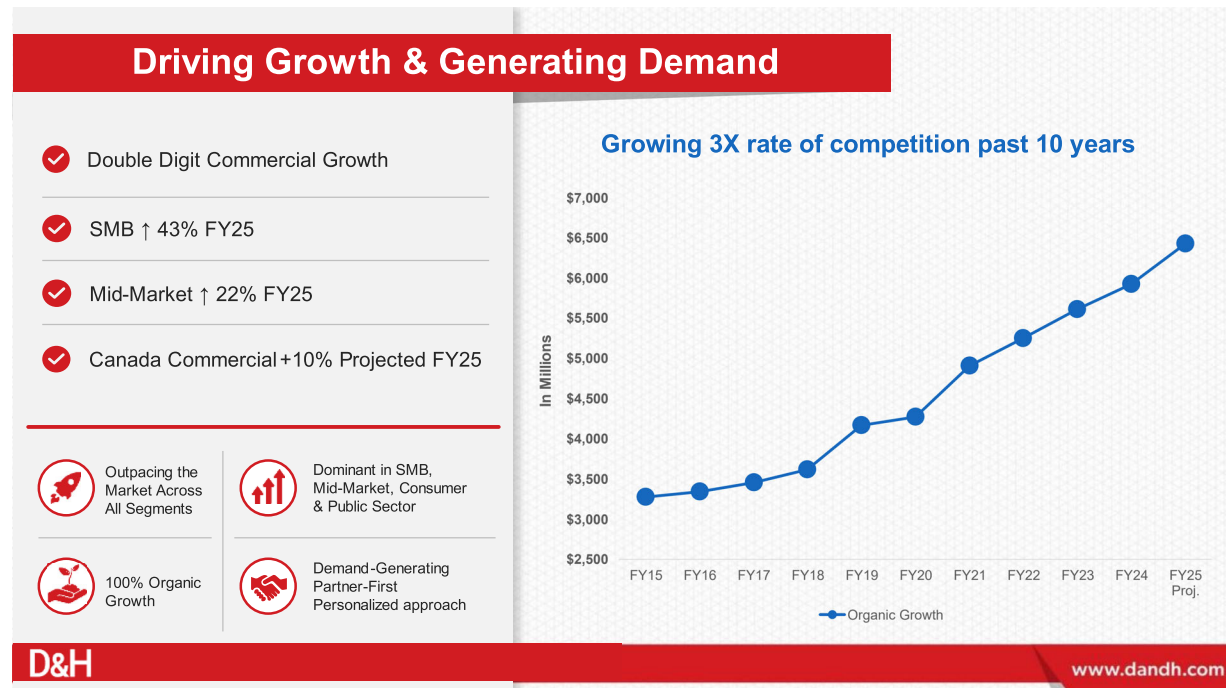
A key contributor to D&H's record-setting growth includes providing a wealth of industry leading enablement services to its partners. These include training, dedicated technology solution specialists, certifications, flexible finance options, technical support, impactful events, marketing, diversity buying vehicles, industry communities and competitive pricing. Specifically, through its best-in-class training, D&H improves partner competencies in key solution areas including hybrid cloud, collaboration, UCC, mobility, esports, digital displays, smart home automation, video surveillance, digital imaging, networking, and edge computing.

While technologies and products change through the decades, our commitment to servicing our customers and vendors will be forever a part of our history and future. D&H's OEMs and partners can be confident in its ability to provide rapid and accurate support to the needs of its partners. D&H has demonstrated resilience through decades of industry mergers and market disruption, overcoming everything from wars and recessions to pandemics.



D&H Appendix

D&H Growth Trends




D&H North American Logistic Centers




Expanded Capabilities

Harrisburg, PA | Chicago, IL | Atlanta, GA
 Fresno, CA | Toronto, ON | Vancouver, BC

(6) fully-optimized North American DCs featuring 2M+ sq ft of capacity with expanded supply chain & integration services.



New Harrisburg, PA Warehouse
 Officially Opened in January 2022
 745,200 sq ft – 2.5x More Space!




New Mississauga, ON Warehouse
 Officially Opened in August 2023
 253,331 sq ft – 3x More Space!

New Integration & White Glove Center

- ✓ 5x Larger vs. Previous Facility
- ✓ 500+ Clients Served Per Year
- ✓ 60,000 Devices Per Month
- ✓ +55% Growth In Services Fulfilled

Expanded Warehouse Capabilities

- ✓ Supply Chain & SPL Services
- ✓ New Mississauga facility includes Canada Corporate Offices and a state-of-the-art 4,000 sq ft Integration Centre


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Locations

D&H provides North American geographic coverage across the United States and Canada and will be supporting this contract within North America.



Public Sector Business

EXPAND SLED & FED MARKETS

\$2B Opportunity
Education State & Local

GO TO MARKET PRIORITIES

STATE/LOCAL

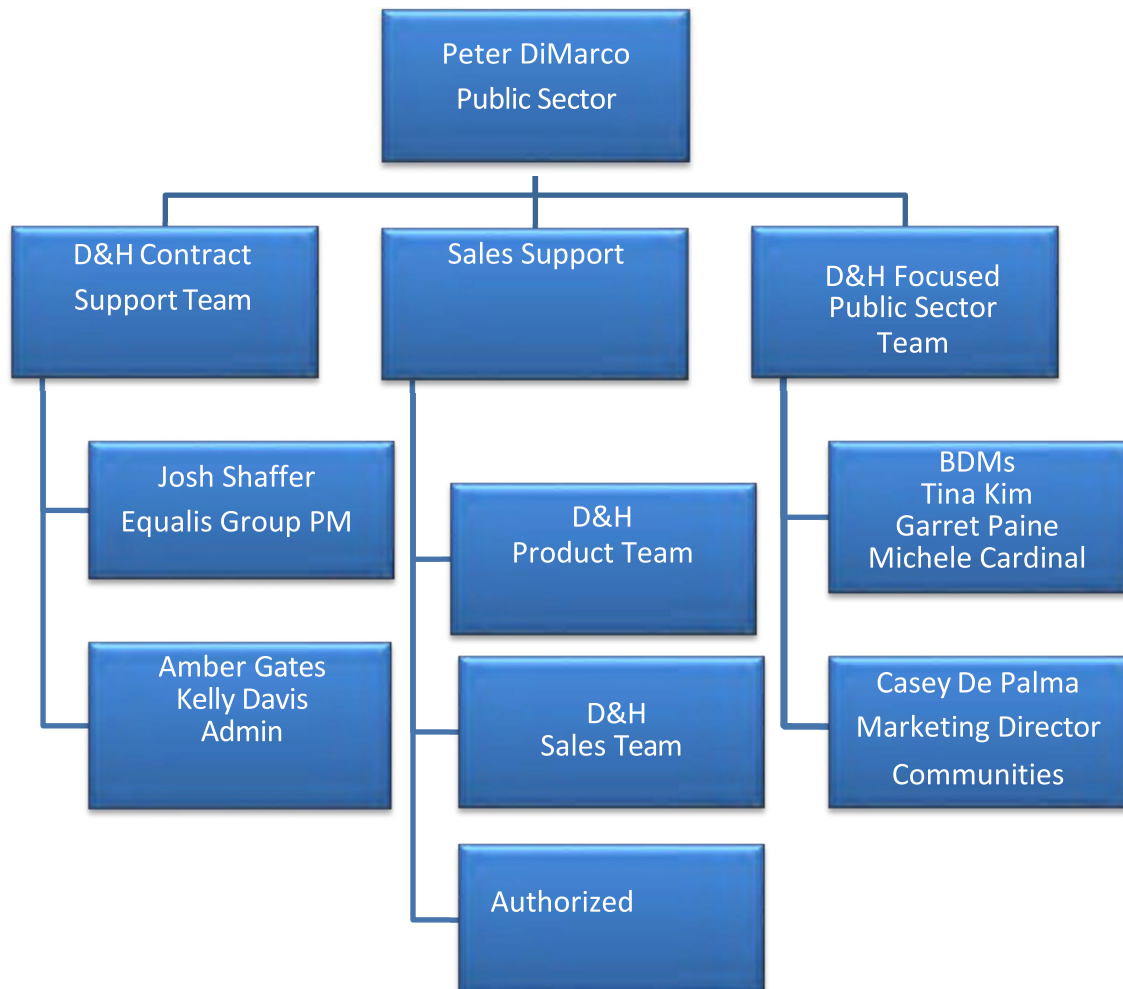
- ✓ Training, Engagement & Events
- ✓ Cooperative Contract Training
- ✓ Professional Services
- ✓ MSP Enablement
- ✓ SLED Focus w/Fed Partners
- ✓ Local Markets: Town Of..
- ✓ DSC: Diversity Program

EDU

- ✓ Advanced Solutions & Services
- ✓ MSP Market Opportunity
- ✓ Sales & Solutions Training
- ✓ Teacher / Higher End Units
- ✓ Chrome / One To One Refresh
- ✓ Key Technology Opportunities: AI, Security

RAPID RESPONSE & EXECUTION

D&H
www.dandh.com



Key Contacts

Title	Name	Phone	Email
D&H Program Team			
Equalis Group Program Mgr	Josh Shaffer	717-514-3060	Jshaffer@dandh.com
Administrative Mgr	Amber Gates	717-327-5766	Amgates@dandh.com
Billing and Reporting	Kelly Davis	717-635-6817	Kdavis@dandh.com
D&H Public Sector Focused Team			
SVP of Sales, Commercial & Public Sector	Peter DiMarco	716-830-0245	Pdimarco@dandh.com
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Business Dev Mgr	Michele Cardinal	727-692-4232	mcardinal@dandh.com
Business Dev Mgr	Garret Paine	813-743-8931	gpaine@dandh.com
SLED Ambassador	Ryan Tuccio	800-877-1200	rtuccio@dandh.com
SLED Ambassador	Dan Knoll	800-877-1200	dknoll@dandh.com
Strategic Account Mgr	Jaimie Shoop	800-877-1200	jshoop@dandh.com
Strategic Account Mgr	Tara Vosburg	800-877-1200	tvosburg@dandh.com
Strategic Account Mgr	Jen Coup	800-877-1200	jcoup@dandh.com
Director of Sales	Walt Golay	480-201-8825	wgolay@dandh.com
D&H Executive Team			
CCO	Marty Bauerlein	813-523-3294	Mbauerlien@dandh.com
VP of Finance	Jonna Noe	727-403-0569	jnoe@dandh.com
VP of Field Sales	Neil Stafford	716-908-2497	Nstafford@dandh.com

D&H Differentiators

D&H's strengths (and differences) lie in its strong and agile culture, private corporate structure, exclusive North American operations and employee ownership (ESOP). These strengths allow D&H to aggressively invest in its people, systems, and customer support for the long term. As an example, during the recent pandemic and uncertain market conditions, D&H invested in 200+ market facing resources, innovative programs, and toolsets to assist its customers. These investments have led to above market growth of 30%+ in key areas including SMB, Mid-Market, K12 and National Solution Providers.

Key Areas of Investment






D&H Differentiators (Cont.)



Modern Solutions

A key area of focus and investment has been the creation of the Modern Solutions Business unit. By combining all our advanced solutions within a single team, partners have easy access to programs and products in highly interdependent areas including networking, wireless, security, data center, cloud and professional services. The partner can build “total solutions” from a single set of technical and sales resources versus having to access “multiple business units” at our competitors. This saves the partner valuable time in key areas including architecting solutions, bill of materials creation, and training. As a result, the Modern Solution business unit has grown +40% over the last (4) years with Cloud solutions delivering +100% growth year on year. All of this is delivered through the industry's most flexible and customized Cloud Marketplace.

Modern Solutions



- ✓ Combined Cloud, on prem & service solutions teams
- ✓ Industry's most flexible Cloud & XaaS platform
- ✓ Deep enablement: training, certifications and marketing
- ✓ Maximize programs and profits
- ✓ Rapid SLAs and response times
- ✓ Vast ecosystem

Modern Solutions Vendors

Acronis	airSlate	AIRTIME	AvePoint	AVer	Axcient
BitTitan	CAMEYO	Cisco Distributor	CloudCheckr	CONNECTWISE	COREL
Dropsuite	ESet	Google	Hewlett Packard Enterprise	INTERMEDIA	Jabra
Lenovo Infrastructure Solutions Group	longard	logitech	Microsoft	neat	nerdio
nextiva	opentext	Opsgility	proofpoint	RingCentral	ScreenBeam
skykick	SOPHOS	SONICWALL	vade	Yealink	zoom

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Key Differentiators (Cont.)

- ✓ **D&H's private ESOP employee-ownership structure offers a personal approach** to helping its partners every day. This includes intimate executive level relationships, mentoring, greater flexibility, and faster execution.
- ✓ **We are the only broad line distribution partner that supports 100% of its transactions and partners within North America.**
- ✓ **D&H does not have any IT infrastructure, IT resources, servers, customer support staff, or any operations outside of the United States and Canada.** Many D&H partners view D&H's commitment to data sovereignty as an advantage given the ongoing global data security concerns. By way of comparison, other organizations utilize IT infrastructure in other regions across the globe in an effort to reduce payroll and other costs. We view that as an unacceptable risk, particularly when we serve the public sector. Due to recent data protection legislation since the last RFP cycle and an industry-wide focus on cybersecurity protocols, we believe our North American data integrity focus to be worthy of significant consideration.
- ✓ While cybersecurity risk certainly exists within the United States & Canada as well, **D&H's data sovereignty and complete separation** from these higher risk regions across the globe is a competitive advantage in our public sector business.
- ✓ **D&H's credits program, including its ACE end user-based financing tools** are considered the most flexible across distribution.
- ✓ **Our woman owned diversity arm, DSC,** is a separate entity aligned to core D&H partners focused on meeting requirements in this area eclipsing 500M+ annually.
- ✓ For the last eight (8) years, **D&H has exclusively led a K12 Advisory Council comprised of the top 20 highest revenue and strategic partners with annual sales of \$1B+.** This group acts as advisors on SLED/ K12 industry trends, funding patterns, key programs including e-Rate, solution building and contract support. Equalis Group would have exclusive access to this partner group.
- ✓ **Our K12 advisory council also leads a broader community of 200+ K12 partners across the U.S.** D&H brings the K12 community together through its unique partner offerings focused on training, marketing campaigns and peer to peer networking. No other distribution partner has a community focused on K12.
- ✓ **D&H's exclusive Modern Solutions Business Unit** efficiently combines on-premise hardware, applications, licensing, Cloud and XaaS offerings within a single go to market team. As SLED / K12 entities expand their solution sets to include a range of delivery models from on-premise to full Cloud, partners claim that our consolidated approach is the most effective across distribution. Key vendor partners include Microsoft, Cisco, HP Enterprise, Sophos and Google.



- ✓ **D&H provides its partners with the most flexible / user friendly Cloud Marketplace across distribution.** Partners and vendors can create custom white label marketplaces for each client including public sector entities at the organizational, agency and departmental levels. Key features include flexible subscription models, simplified billing, rapid provisioning, multi-tenant catalog features, service bundling and simplified reporting. Currently, D&H supports 1M+ seats / units across its partner base. Leading vendors include Microsoft 365 & Azure, Acronis, Cisco, Connectwise, SonicWALL and Sophos.
- ✓ **D&H's Esports go to market offerings** are considered the most comprehensive across distribution. Key services include league/program structure, room design, full infrastructure solution building, marketing support, consulting, and wide range of device / gaming offerings.

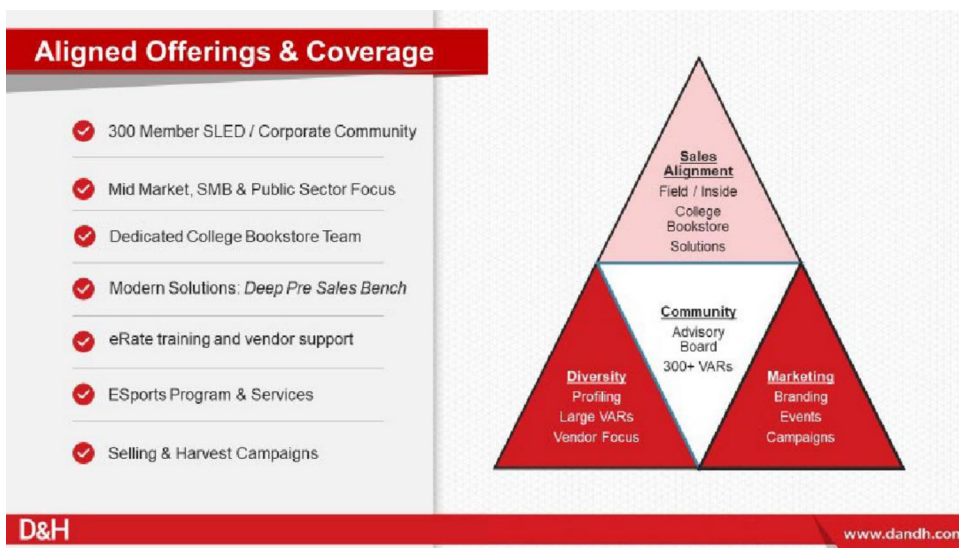
Go To Market

D&H staffs a focused and experienced marketing team responsible for our go-to-market strategy within the K12, higher education, state & local and federal markets. Our sales and marketing teams have an extensive understanding of technological trends within the public sector market and have a successful track record of reaching key technology influencers. Our mission is to build on that success to develop the best mix of leading product brands, lead generation, and collaborative sales education programs to encourage Equalis Group's contract participation with D&H's ecosystem of reseller partners.

D&H has created a customized Equalis Group go to market plan leveraging its entire go to market team. Key areas of focus will include:

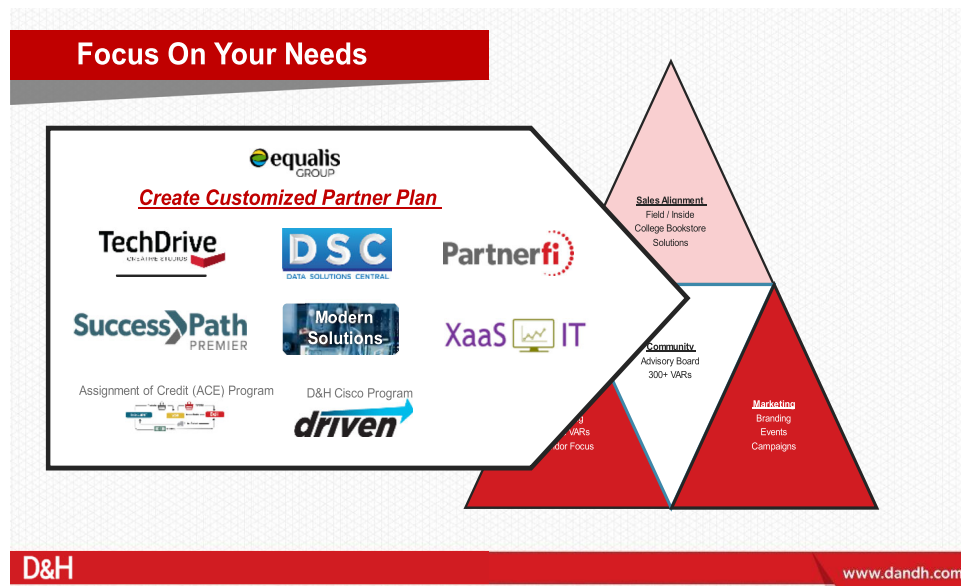
- ✓ Aggressive Equalis Group revenue goals
- ✓ Focused sales motions within all customer segments
- ✓ Specific campaigns into SLED/K12 partners
- ✓ Dedicated Equalis Group contract and sales team
- ✓ Embedded Equalis Group SMEs in all business units
- ✓ Custom marketing and demand generation programs
- ✓ High profile positioning within our 300+ member Partnerfi Community
- ✓ Access to leading public sector (including K12) partners.

D&H Will Take Its Current Go to Market Approach....





And Customize It to Deliver a Unique Equalis Group Go to Market Plan



D&H Equalis Group Sales Plan

D&H will leverage its 20,000+ partner base to drive Equalis Group based growth by training teams and executing key sales motions across each customer segment which includes:

- **National Solutions Providers (NSPs)** - Dedicated Sales Team supporting the largest national solution providers (CDW, Connection, Dell, Insight, SHI, Softchoice, Staples, Zones with sales of 2B to 40B+).
- **Mid-Market VAR Partners** – Dedicated Sales & Ops Team supporting 1000+ high growth VARs with revenues ranging from 10M to 1B annually and a strong focus on education including K12 (Computacenter, CompuCom, Eplus, Worldwide Technologies, Howard, Bluum, NWN)
- **SMB** – Exclusive North American Support for 20,000+ VARs and MSPs supporting SMBs and local governments of 5 to 999 seats. Key buying groups include ASCII, CMIT and Team Logic.

We Will Leverage Our Strength in Education

Additionally, D&H's strong focus on the Education market through its strategic alignment with leading OEM partners has contributed heavily to its market share gains. Education VARs and College Bookstores look to D&H as their #1 trusted advisor for technology training and direct engagement with schools. D&H regularly competes for the #1 market share and growth positions across leading OEMs including Acer, HPI, Google and Viewsonic.

A key driver of D&H's strength in Education is its intense focus on custom service and solutions across K12 and Higher Education. Leading solutions include Chrome/Windows student & teacher devices, applications, remote & hybrid learning infrastructure, STEM/STEAM technologies, Esports, power, security, collaboration, and interactive ProAV displays.

D&H's expertise across the education market also drives the delivery of key services including White Glove, Microsoft Autopilot, Google Zero Touch, Cloud Based Security and Collaboration. All of D&H's services can be bundled with Cloud applications and hardware into a true Everything-as-a-Service (XaaS) payment / billing model. The flexibility here allows our partners to keep educational clients connected, secure, and efficiently running while creating new revenue streams for their businesses. D&H has supported some of the leading school districts across the U.S., including Clark County, New York City, Boston Public, and LA County.

D&H Education Go to Market

In Market With Our Partners

School District Examples

Reseller Partner Examples

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Strong Focus On Education

- ✓ Strong Alignment with Leading Partners
- ✓ End-to-End: Devices, Network, Data Center
- ✓ Solutions Focus: AR/VR, STEM/STEAM, and Creator skus
- ✓ Ongoing Training & Enablement
- ✓ Direct Engagement with Schools on Behalf of Partners
- ✓ Educational Resellers look at D&H as trusted advisor for technology training and education, and manufacturer focus opportunities. Many examples of success stories can be shared.

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Enabling Education Partners

- ✓ Dedicated Community & Advisory Group
- ✓ Leader in One To One: Chrome & WIN
- ✓ Extensive White Glove Capacity
- ✓ STEM Solutions & Bundles
- ✓ Extended Warranty / XaaS Offerings
- ✓ Diversity Spend Vehicle
- ✓ Aggressive Inventory Positions

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Equalis Group Marketing Strategy

D&H will incorporate a multi-faceted marketing strategy centered on brand awareness, community engagement, sales enablement, and lead generation.

- ✓ Promotion of Equalis Group as a key contract
- ✓ Active channel communication plans including press releases and social media
- ✓ Positioning of Equalis Group (and logo) including a “mini site” as part of our website
- ✓ Digital marketing campaign (email, social media, videos, webinars)
- ✓ Defined recruitment motion leveraging our 300+ member Partnerfi community
- ✓ Customized demand generation events and trainings

Onboarding and Training

Our designated team will design a set of standards around rules of engagement, quoting, and ordering through this contract. Additionally, we will provide a customized onboarding process to be inclusive of in-person and virtual training for the sales organization and product management teams. This includes:

- ✓ Comprehensive sales trainings across all teams both initially and ongoing monthly.
- ✓ Companywide executive reviews.
- ✓ Our contracts team will be subject matter experts and trusted advisors for our entire sales organization to enable them to promote Equalis Group contract utilization to the reseller partners.
- ✓ D&H will develop an authorization process for resellers interested in offering the Equalis Group contract to their public sector customers. The process will include on-site meetings for key partners and online training webinars that will introduce the Equalis Group contract and provide guidance for internal functionality as it relates to marketing, quoting, and ordering through this contract.



eCommerce & Integration

We understand how critical real time access is to a partner's business. This includes 24/7 availability of pre & post sales data, quote and ordering, product catalog and solutions information. Our partners need easy and intuitive data access to support thousands of end user needs. D&H has used direct feedback from our reseller partners to build tools they can easily access and implement into their go-to-market strategies. Our resellers rely on this type of support from D&H to provide indispensable support to their end users. Key areas of focus include our website, e-Commerce Integration and Aggregator Platforms.

D&H Website

D&H offers the most comprehensive website in the industry! With our online platform, we pair important data (D&H, vendor partner, and 3rd party) with flexible and powerful product searching, an easy-to-use interface, real-time pricing and inventory levels to provide a premier experience. Here are just a few of the online resources available to you:

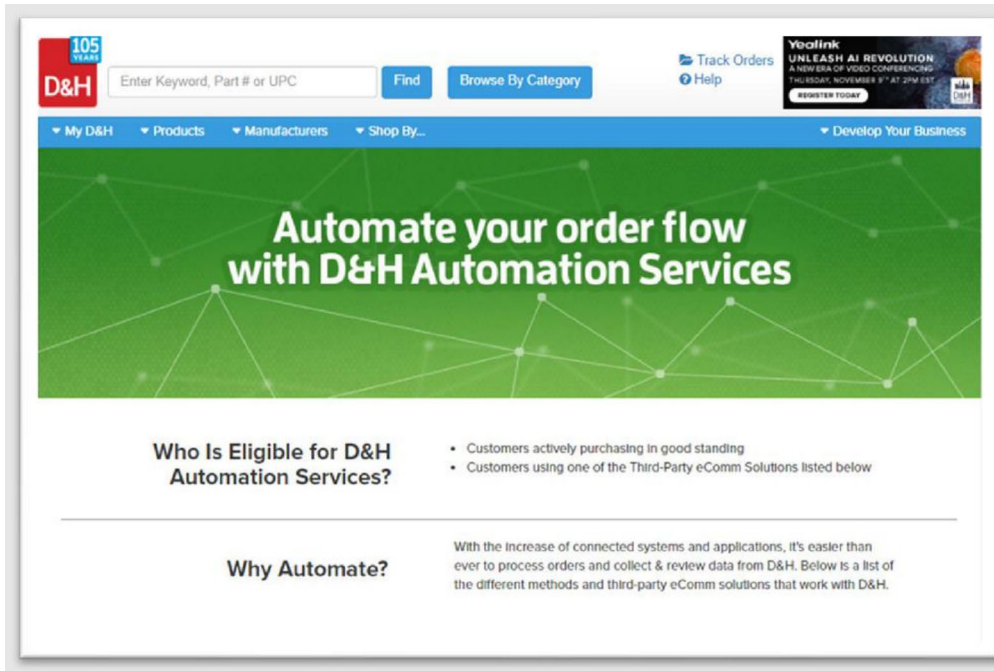
- ✓ Advanced Search Capabilities with refinement options
- ✓ Convenient ordering features (e-mail alerts, watch list, quick order)
- ✓ D&H Solutions Lab - Ongoing, in-depth technical video & webcast trainings
- ✓ Partner Services - Free, customizable marketing templates
- ✓ Get Authorized - Get approval to purchase in just a few clicks

Tutorials are available at: https://dandh.com/v4/view?pageReq=help-site_tutorial

Connectivity

D&H provides e-Commerce integration and automation opportunities for every customer through a variety of integration methods including API, XML, EDI, FTP file sharing, and 3rd party integrations. Integrations are in place across the partner channel ranging from multi-billion-dollar global partners to the smallest of SMB resellers. In addition, D&H partners with the leading partner aggregation platforms including QuoteWerks, W3, World Sync and VARStreet. Above all, automation is at the forefront of partner engagement.

eCommerce & Integration



105 YEARS
D&H

Enter Keyword, Part # or UPC

[Track Orders](#) [Help](#)

Yoalink
 UNLEASH AI REVOLUTION
 A NEW ERA OF VIDEO CONFERENCING
 THURSDAY, NOVEMBER 9th AT 2PM EST
 REGISTER TODAY

▼ My D&H ▼ Products ▼ Manufacturers ▼ Shop By... ▼ Develop Your Business

Automate your order flow with D&H Automation Services

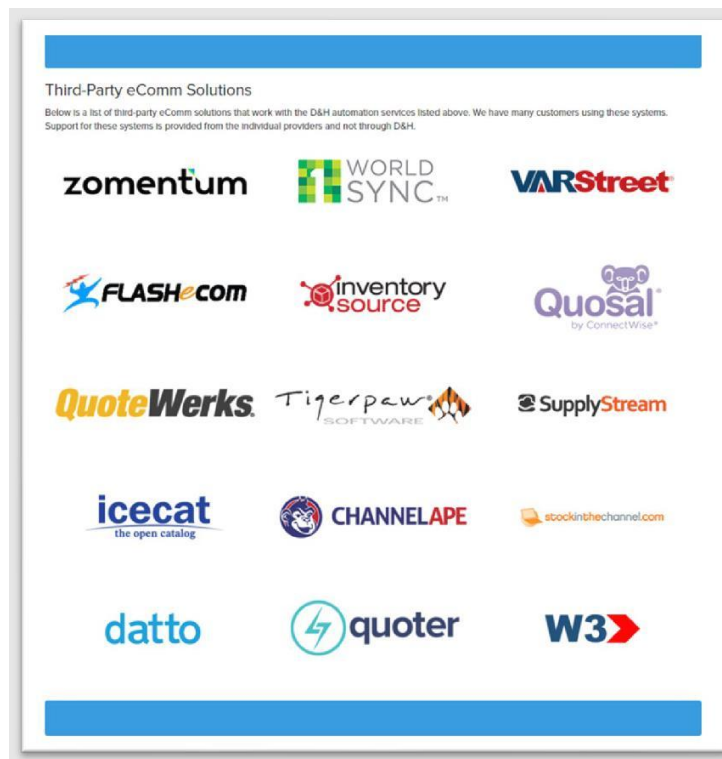
Who Is Eligible for D&H Automation Services?

- Customers actively purchasing in good standing
- Customers using one of the Third-Party eComm Solutions listed below

Why Automate?

With the increase of connected systems and applications, it's easier than ever to process orders and collect & review data from D&H. Below is a list of the different methods and third-party eComm solutions that work with D&H.

Aggregation Platform Partners



Third-Party eComm Solutions

Below is a list of third-party eComm solutions that work with the D&H automation services listed above. We have many customers using these systems. Support for these systems is provided from the individual providers and not through D&H.

zomentum **WORLD SYNC™** **VARStreet**

FLASH.com **inventory source** **Quosai by ConnectWise®**

QuoteWerks **Tigerpaw SOFTWARE** **SupplyStream**

icecat the open catalog **CHANNELAPE** **stockinthechannel.com**

datto **quoter** **W3**



Customer Service

D&H Sales Support and Customer Service teams provide coverage from 9:00AM to 8:00PM EST Monday – Friday and for resellers that includes 24x7 access to order information via www.dandh.com. The team is North American based and includes 116 associates based out of Harrisburg, PA and Tampa, FL.

The support team includes 400+ sales, customer support and sales operations resources staffed within our Harrisburg, PA, Tampa, FL, and Toronto CA offices, as well as remote locations across the U.S. and Canada. Critical areas of focus include:

- Quote/Order support
- Problem solving
- Order tracking
- Incoming/Outbound calls
- Email, chat and messaging support
- Inventory management
- Returns / RMAs
- Bid and pricing support
- Tech support
- Reporting
- Quality reviews

D&H is also committed to delivering **Operational Excellence** ahead of its industry peers. Key components include:

- ✓ **Delivering the industry's fastest quote / order response SLAs** set at 2-hour (basic) and 4-hour (complex) response times. D&H measures and enforces SLAs through automated tools, KPIs, and managerial oversight. As a result, D&H regularly beats SLA expectations 98% of the time.
- ✓ **Ensuring the highest quality (or accuracy) standards** is of the utmost importance across all market-facing teams. This includes daily coaching, quality control checks, peer reviews and team support structures to ensure redundancy and oversight.
- ✓ **Deployment of Six Sigma/Lean certifications and methodologies.** With over 50 Lean experts (change agents and/or Greenbelts) deployed across go to market teams, D&H has a robust process to drive continuous improvement on behalf of customers, vendors and its people.
- ✓ **Agile Operational Improvement Projects.** A team of "Continuous Improvement Specialists" focus on the problem solving and rapid deployment of solutions. A big focus is placed on root cause analysis.
- ✓ **People First.** A companywide career development program that requires leaders to assess, engage, train and develop all associates on a quarterly basis.

Environment

D&H is committed to investing in environmentally conscious and sustainable business practices. By sourcing and identifying available, green-certified technologies on our e-commerce site and integrating and utilizing energy-efficient solutions and methods at our corporate offices and distribution hubs, D&H Distributing enables the long-term success of our partners and sustainability for our environment for future generations.

The total number of D&H green products ordered since January 2010 is over 135,041,593. Our Fresno distribution center has a 201,000-square-foot rooftop solar farm, our main campus office utilizes energy efficiencies including LED lighting, and our distribution centers practice green methodologies in packaging. For more information on D&H Go Green initiatives, visit us at www.dandh.com/gogreen



Catalog



D&H is submitting a Letter of Supply/Authorization warranting an uninterrupted source of supply directly from the manufacturers listed. This Letter is attached to Tab 7. If Equalis Group and Region 14 desire individual Manufacturer Letters from any particular original equipment manufacturer (“OEM”), such letters can be made available upon request.

D&H is offering its full catalog of products and sku’d services. These products have been separated into the following categories:

- Bags and Carry Cases
- Cloud Solutions
- Computer and AV Cables
- Computer Accessories
- Computer Components
- Computers
- Consumer Electronics
- Cybersecurity
- Data Storage Products
- Digital Display
- Home and Outdoor
- Networking
- Office and School Supplies
- Power, Protection, and Batteries
- Printing and Scanning
- Pro Audio
- Server Products
- Software
- Sports and Recreation
- Video Gaming/eSports

D&H Customer References

Contact Name	Title	City	State	Phone	Email	Years Served	Description of Service	Annual Volume
Erez Pikar	CEO	Phoenix	AZ	602-803-1080	erez@bluum.com	10	IT Hardware and Services	\$125,000,000
DJ Hansen	VP of Sales	Saratoga Springs	NY	518-669-8202	dhansen@cb20.com	3	IT Hardware and Services	\$15,000,000
Kyriakos Kaimis	CEO	New York	NY	631-235-5379	kkaimis@customonline.com	4	IT Hardware and Services	\$20,000,000
Chris Daly	President	Trumbull	CT	203-314-8800	cdaly@ebmusa.com	4	IT Hardware and Services	\$27,500,000
Philip Ferranti	CEO	East Rochester	NY	585-509-0320	pferranti@fusiondig.com	7	IT Hardware and Services	\$14,000,000
Henry Ngo	SVP Sales	Cerritos	CA	562.345.8766	hngo@gstinc.com	12	IT Hardware and Services	\$40,000,000
Kelley Turpin	VP of Sales	Charlotte	NC	704-517-3002	Kelley.turpin@lockstepgroup.com	5	IT Hardware and Services	\$33,500,000
David McNurlen	General Manager	Seattle	WA	425-212-2734	dmcnurlen@microk12.com	14	IT Hardware and Services	\$49,000,000
Marc Netka	CEO	Simi Valley	CA	805-490-7430	marc.netka@pacificonesource.com	10	IT Hardware and Services	\$17,500,000
Mike Miller	SVP	Minneapolis	MN	651-888-7922	Mike.Miller@trafera.com	7	IT Hardware and Services	\$34,325,000

The slides below highlight the reach D&H has in the SLED space with supporting large educational institutions and resellers that serve the SLED space.

In Market With Our Partners

School District Examples

Reseller Partner Examples

www.dandh.com



Customer Success Stories:

Clark County School District/Bluum – Over 300,000 devices deployed

D&H has worked extensively with Rick Allen, CIO, who leads the technology needs of one of the top 5 largest school districts in the country (based on number of students). The D&H teams helped with their technology plan leveraging our pre-sales technical team to develop comprehensive classroom solutions and manage the complexities of the project to deliver product to 300 locations. We were able to drive out costs and add efficiencies by leveraging the D&H integration center to enroll devices into the Google management console, asset tag, etch the school logo on each device, and customize to each school site.

West Palm Beach School District/WWT – Over 150,000 devices deployed

D&H was instrumental in the large rollout of devices on an annual basis while also helping the school leaders with **implementing a seamless solution to repair student devices that saved the school district over \$250,000 annually**. This allowed their technical team to focus on more impactful areas of student learning and empower their educators to effectively teach in a hybrid environment.

LAUSD/Arey Jones/Bluum – Over 100,000 devices deployed and built an Esports strategy

D&H's involvement with the LAUSD technology team has been extensive over the last year deploying devices, servers and infrastructure to over 120 schools. Our most substantial work has been working with the IT leaders at LAUSD to design a comprehensive Esports strategy to be deployed across the entire school district with lab design, creation of technical specs, and building a cutting-edge lab that will be a nationwide showcase for other school districts to emulate. The D&H technical and sales team worked hand in hand with the CTO and other key leaders at LAUSD to bring this to reality with a comprehensive strategy and plan.

State of NY/CB20 - Deployed \$3M Complex Cisco Enterprise Agreement

D&H's Cisco Business Unit was instrumental in assisting CB20's sales team in technical specifications working with State of NY and Cisco to deploy Meraki to over 125 state sites that enabled the state to provide state employees with a cohesive and user-friendly experience while maintaining high security standards.

Syracuse University/Fusion Digital – Large Samsung Digital Wall

D&H played a significant role in a large Samsung LED video wall project with Syracuse University. When Fusion Digital had this opportunity at hand, they immediately turned to D&H for assistance. They instantly jumped in and hit the ground running. They engaged us with their Samsung Specialists who helped us start the planning process and the design of the video wall. They stood by us as a valued partner through procurement and implementation. The University was extremely pleased with the final product. The video wall has had a significant impact and has been featured in many articles and press around the community.



The Technology Company

December 13, 2024

From: D & H Distributing Co.
100 Tech Drive
Harrisburg, PA 17112-4054

To: Equalis Group
Region 10

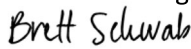
Subject: Letter of Supply of **D&H Distributing Co. to Equalis Group**

To the extent that D&H maintains its authorizations from the vendors listed below as an authorized Distributor and to the extent Equalis Group's members/participants maintain credit facilities with D&H and qualifies for any authorizations required by the listed vendors, D&H hereby certifies that it will provide Equalis Group's members/participants with a continuing source of supply of the vendors for the duration of the contract.

Vendors: See attached vendor list on next three pages.

Authorized Signature

Brett Schwab
Corporate Counsel
D&H Distributing Company


DC813119C4F24E3...

Bags & Carry Cases

Acer
Belkin
CaseLogic

Dell Commercial
Higher Ground Gear
HP Business
HP Consumer
Kensington

Lenovo
Logitech
Manhattan
Max Cases
Microsoft Surface

Microsoft Surface
Commercial
Mobile Edge
Rakuten Kobo
Samsung Consumer

Samsung Mobile
Speck Products
Startech.com
STM Goods
Swissdigital

Targus
Thule
TRENDnet
Tripp Lite
Wacom Tech Corp.

Cloud Solutions

Acronis
AT&T
AvePoint
Axcient
BitTitan

Call2Teams
Cameyo
Carbonite
CharTec
Cisco Systems
CloudCheckr
Comcast Business
ConnectWise

COX Business
Dropbox Business
Dropsuite
ESET
Extreme Networks
Google Inc.

Hewlett Packard
Enterprise
Intermedia
Lenovo
Liongard
Microsoft
Microsoft Azure
Nerdio

Nextiva
Nimble
Password Boss
Perch
ProofPoint
ReadyNetworks
Ring Central
SignNow

Skill MeUP
SkyKick
SonicWall
Sophos
Spectrum Business
Vade Secure
Verizon
Webroot

Computer & AV Cables

Adesso
APC by Schneider
Electric
AVer Information
AVermedia
Technology

Belkin
Black Box
Corporation
C2G
Cisco Meraki
Cisco Systems
Datacolor
Dell Commercial
DigiPower

Dynabook
Eaton Corporation
Ergotron Inc.
Gefen
Harman
Professional
Solutions
HP Business
IOGear

Kensington
Lenovo
Logitech
Manhattan
Micron
Microsoft Surface
Microsoft Surface
Commercial
Mobile Pixels

NETGEAR
Samsung Mobile
Siig
SMK-Link
Startech.com
Targus
TRENDnet
Tripp Lite

Ubiquiti Networks
Commercial
Vertiv
ViewSonic
Wacom Tech Corp.
Wilson Electronics

Computer Accessories

3Dconnexion
Acer America Corp.
Acer Consumer
Adesso Inc.
APC by Schneider
Electric
ASUS
ASUS Notebooks
AVer Information
AVermedia
Technology

Azulle
Belkin
BIO-Key
International
Black Box
Corporation
C2G
Cisco Systems
Coolermaster
Corsair
Creative Labs
Cyber Acoustics
DataLocker

Dell Commercial
DigiPower
Dynabook
Ergotron Inc.
EVGA
Gefen
HP Business
HP Commercial
HP Consumer
HPE ISS BTO
IOGear
Jlab Audio
Kensington

Lenovo
Logitech
Manhattan
Max Cases
Microsoft
Microsoft Surface
Microsoft Surface
Commercial
Mobile Edge
Mobile Pixels
Mount-It!
MSI
Naxa

Patriot Memory
Razer USA
Samsung Mobile
Sandisk
Professional
Sharp NEC Display
Solutions
Siig
SMK-Link
Startech.com
Supersonic
Targus
Thermaltake

TP-Link
TRENDnet
Tripp Lite
Verbatim
Vertiv
ViewSonic
Visiontek
Wacom Tech Corp.
YeaLink

Computer Components

Acer America Corp.
Airtame
AMD
ASUS
AVer Information
AVermedia
Technology

Black Box
Corporation
Buffalo Americas
Cisco Meraki
Coolermaster
Corsair
Creative Labs
Dell Commercial
DigiPower
Eaton Corporation
EVGA

Fractal Design
Gefen
Gigabyte
Technology
Harman
Professional
Solutions
HP Business
HP Commercial
HPE ISS BTO
HTC

Intel Corp.
Inwin Development
IOGear
Kingston Technology
Kingston Value Ram
Lenovo
Manhattan
Merlyn Mind
Micron
Microsoft

MSI
NETGEAR
NVIDIA Corp
Patriot Memory
Peerless AV
PNY Technologies
QNAP
Razer USA
Samsung IT
ScreenBeam Inc.

Sharp/NEC Display
Solutions
Siig
Startech.com
Targus
Thermaltake
Tripp Lite
Ubiquiti Inc.
Vertiv
ViewSonic
Visiontek

Computers

203 Trading
Acer America Corp.
Acer Consumer
Amazon Devices

ASUS
ASUS Notebooks
Azulle
CLX
Corsair
Dell Commercial

Dynabook
HP Business
HP CarePack
HP CarePack
Consumer
HP Commercial

HP Consumer
Intel Corp.
Joy Systems, Inc.
Lenovo
LG Commercial
LG Consumer

Microsoft Surface
Microsoft Surface
MSI
PlanIT ROI
Razer USA

Rakuten Kobo
Samsung Consumer
Samsung Mobile
Supersonic

Consumer Electronics Acer America Corp. Adesso Inc. Amazon Devices Antop Antenna Inc. Arlo Technologies Inc. ASUS AVer Information AVermedia Technology AVID	Belkin C2G Casio Cisco Meraki Cisco Systems Creative Labs Cyber Acoustics Cyberpower D-Link Systems DataLocker Dell Commercial DigiPower	Dish Wireless Facebook Technologies LLC Fuji Film USA Garmin USA Harman Professional Solutions HP Consumer HTC Intel Corp. IOGear Jabra JLab Audio	JVC America Kensington KeySmart Kodak Pix Pro Koss Lenovo LG Consumer Logitech Max Cases Manhattan Microsoft Surface Microsoft Surface Commercial	Mobile Pixels Naxa NETGEAR OM Digital Solutions Panasonic Consumer Phillips AudioTPV USA Philips Speech Processing Solution Poly UC Razer USA Roku Samsung Consumer	Samsung Mobile Siig SMK-Link Sonos, Inc. Sony Audio/Video Southwire Startech.com STM Goods Supersonic Swissdigital Targus TCL	Thermaltake Tile Inc. TP-Link TRENDnet Tripp Lite Ubiquiti Networks Commercial ViewSonic Visiontek Warm Audio Wicked Audio Inc. Wilson Electronics YeaLink
Cybersecurity	Carbonite Cisco	ConnectWise ESET	Microsoft OpenText	Proofpoint SonicWall	Sophos Vade Secure	Webroot
Data Storage Products Adesso Inc. ASUS Belkin Biwin Technology LLC	Buffalo Americas Corsair DataLocker G-Technology HP Business HP Commercial	HPE CTO Compute HPE ISS BTO HPE Storage Icy Dock IOGear KeySmart	Kingston Technology Lenovo LG Commercial LG Consumer Manhattan Micron	MSI Patriot Memory PNY Technologies QNAP Samsung SSD SanDisk	Sandisk Professional Seagate Bulk Seagate Retail Siig Startech.com Thermaltake	Tripp Lite Verbatim Visiontek Western Digital
Digital Display 3M Company Acer America Corp. Acer Consumer Adesso Inc. ASUS AVer Information Belkin	Chief Mfg. Cisco Systems Coolermaster Corsair DaLite Datacolor Dell Commercial Elitescreens	Epson America Ergotron Inc. HP Business HP CarePack HP Commercial HP Consumer Joy Systems, Inc. Kanto Living Inc.	Kensington Lenovo LG Commercial LG Consumer Logitech Manhattan MantelMount Merlyn Mind	Microsoft Surface Mobile Pixels Mount-It! MSI Naxa Neat Peerless AV <i>Philips TPV</i>	Poly UC Razer USA Samsung Consumer Samsung IT Sharp/NEC Display Solutions Siig SMK-Link Sonos, Inc.	Startech.com <i>Steelcase, Inc.</i> Supersonic Targus Tripp Lite Vaddio ViewSonic
Home & Outdoor Acer Consumer Adesso Inc.	Aura Air Brentwood Brother International	Commercial Cool Cricut Dyson Inc.	Hoover Instant Brands Kaz Inc.	Logitech Magic Chef Molekule	Panasonic Consumer Positec Presto Remington	Singer Sewing Co Spectrum Brands Stanley Black & Decker
Andis Company Atrix	Brother Sewing Cleva	Ecovacs Robotics Inc. Hamilton Beach	KitchenAid Lasko Products	Omron Healthcare P3 International	Salton SharkNinja	Whitmor World Marketing
Networking Arris Solutions ASUS Belkin Black Box Corporation Buffalo Americas C2G	Cisco Annuity Cisco Meraki Cisco SMARTnet Cisco Systems D-Link Business D-Link Consumer Eaton Corporation	Ergotron Inc. <i>Extreme Networks, Inc.</i> HP CarePack HPE Ent Aruba CarePack HPE Aruba HPE ISS Carepack	HPE Storage HTC Intel Corp. IOGear KeySmart Lenovo Linksys	Manhattan MSI NETGEAR Poly UC QNAP Siig SonicWALL	SonicWALL Licensing Sophos UTM Startech.com TP-Link TRENDnet Tripp Lite Ubiquiti Networks Commercial	Wilson Electronics YeaLink ZyXEL Communications
Office & School Supplies 3M Company Adesso Inc. AVer Information	Belkin Brother International C2G Casio Cisco Systems	EPOS Harman Professional Solutions Jabra Kensington	Lenovo Lipper Logitech Metropolitan Vacuum Mobile Pixels	Mount-It! Neat Panasonic Consumer Royal Consumer Samsill	Startech.com Targus Texas Instruments Vaddio ViewSonic	Wilson Electronics YeaLink
Power Protection & Batteries	APC by Schneider Electric Belkin	C2G Cyberpower Eaton Corporation	HPE ISS BTO Kensington Southwire	Startech.com Tripp Lite Vertiv	Western Digital	

Printing & Scanning	3Doodler	Brother Mobile Solutions	Canon USA	HP CarePack Consumer	Lexmark	
	Adesso Inc.	Canon Computer Systems	Dell Commercial	HP CommercialPrint	Manhattan	
	Brother International		Epson America	HP Hardware	Royal Consumer	
Pro Audio	Adesso Inc.	Black Box Corporation	DBX	Harman Professional Solutions	JBL	Soundcraft
	AKG	BSS Audio		HP Consumer	Logitech	
	AMX	Crown	Dyson Inc.		Siig	
Server Products						
	Black Box Corporation	HPE Aruba	HPE ISS Carepack	Legrand	Supermicro	Western Digital
	Cisco Systems	HPE Aruba CarePack	HPE Storage	Lenovo	Thermaltake	
	Cyberpower	HPE CTO Compute	Intel Corp.	Micron	Tripp Lite	
APC by Schneider Electric	Eaton Corporation	HPE ISS	Kingston Technology	Seagate Bulk	Vertiv	
ASUS	HP CarePack	HPE ISS BTO	Kingston Value Ram	Startech.com	WD Bulk	
Software						
	Corel Corporation	<i>Extreme Networks</i>	Microsoft	NortonLifeLock Inc.	SonicWALL Licensing	Vertiv
	DataLocker	Google Inc.	Microsoft OEM Software	Quicken, Inc.	Sophos	WebRoot
	Dynabook	Lenovo	Microsoft Open Value 2.0	Safeware	Sophos UTM	
Carbonite	ESET	LG Commercial	Neat	Samsung Mobile Knox	Sophos UTM Licensing	
Check Point Software Technologies	Essential Enterprise Solutions	Logitech		Samsung Software	TI License	
Sports & Recreation						
	Acer	Body Flex Sports	Garrett Metal Detectors	Huami North America Inc.	OM Digital Solutions	Samsung Mobile
	Amazon Devices	Bounty Hunter	Google	Intex	Samsung Consumer	
Video Gaming						
	Coolermaster	HP Consumer	Lenovo	MSI	Phillips Audio TPV USA	Thermaltake
	Corsair	JLab Audio	Logitech	NVIDIA Corp	Poly UC	Turtle Beach ROCCAT
	Creative Labs	JVC America	Manhattan	Panasonic Consumer	Razer USA	Verbatim
	Cyber Acoustics	Koss	Microsoft Xbox	Patriot Memory	Supersonic	Wicked Audio Inc.

Value Added Services

D&H offers a wide variety of channel enablement and value-added services to our resellers. Through our deep industry expertise, scalability, and on-demand resources, we feel that the following value-added services will enhance our ability to service Region 14 ESC and all Equalis Group entities. Region 14 ESC and all Equalis Group participating entities will have access to D&H's portfolio of end-to-end technology solutions and leading brands for any applications or market:

D&H Professional and Managed Services

Our Professional Services and Managed Services Practices, built on our proprietary AIM solution architecture, are the “GLUE” between all things Modern Solutions, which can be acquired, when desired, through a XaaS monthly consumption model.

This methodology is followed as we iteratively scope and operationalize solutions for our partners to co-deliver with D&H:

- ✓ **Assess**
 - We recognize that every single hardware and software acquisition starts with an assessment.
 - This is the phase where the technology options are reviewed and validated to ensure alignment with the end user's needs, goals, and expected outcomes.
- ✓ **Implement**
 - From there, every single hardware and software acquisition needs to be implemented.
 - This phase is where the technology is installed, activated, migrated and/or tested in the end user's environment.
- ✓ **Manage**
 - Every single piece of hardware and software residing in the end user's environment needs to be managed.
 - This phase is where the technology and its users are monitored, supported, protected, and issues are remediated.
 - Our team of experts will support, design, and execute solutions based on how the reseller partner wants to deliver and the public sector customer wants to consume the solution.
- ✓ **On-Premises**
 - Cloud
 - Hybrid
 - Professional Services – Device-based, Tech Refresh
 - Hardware + Software + Lifecycle Services
- ✓ **Managed Services - User Based, Existing Devices**
 - User Support Services
 - Support, Monitor, Protect, Secure

✓ XaaS (Everything as A Service)

- The D&H Modern Solutions Business Unit aligns resources to simplify complexity, increase profitability and optimize the customer's experience.
- Service Delivery Models

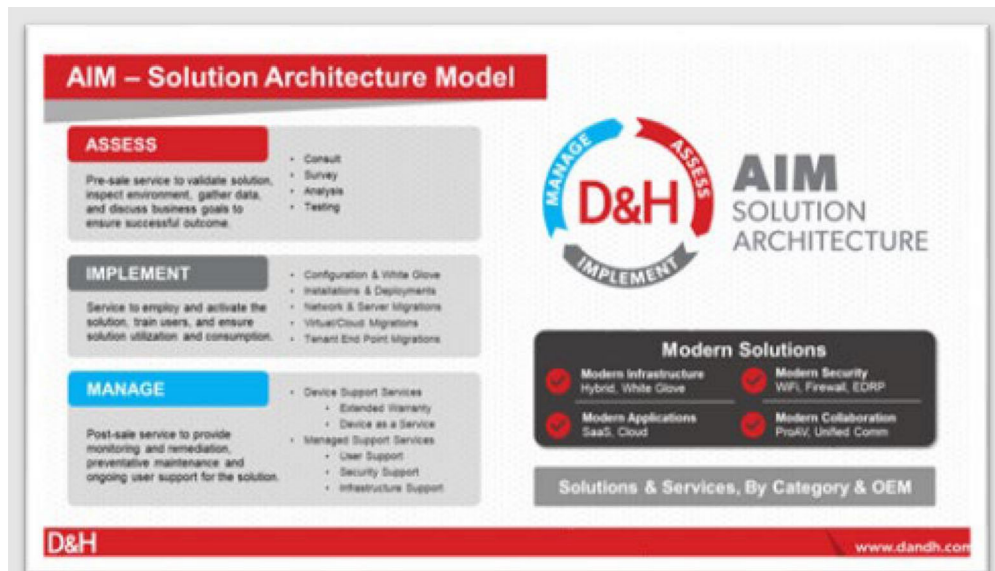
✓ Physical

- Configuration & Field

✓ Virtual

- Managed Support Services (MSS)

D&H's proprietary AIM Solution Architecture Model was created to help resellers offer solutions using a consultative approach to managed services in a straightforward way that was easy to understand for end users. The following slides will illustrate how the AIM model provides the structure and process for our reseller partners to wrap professional and managed services around hardware and provide a consumption model that is the right fit for the customer.



Customers that want to take advantage of flexible consumption-based payments in an Infrastructure-as-a-Service (IaaS) model are demanding hybrid cloud data center solutions. The D&H **Modern Infrastructure Solutions** team helps design, implement and manage these complex solutions with leading technology from Hewlett Packard Enterprise and Microsoft Azure.



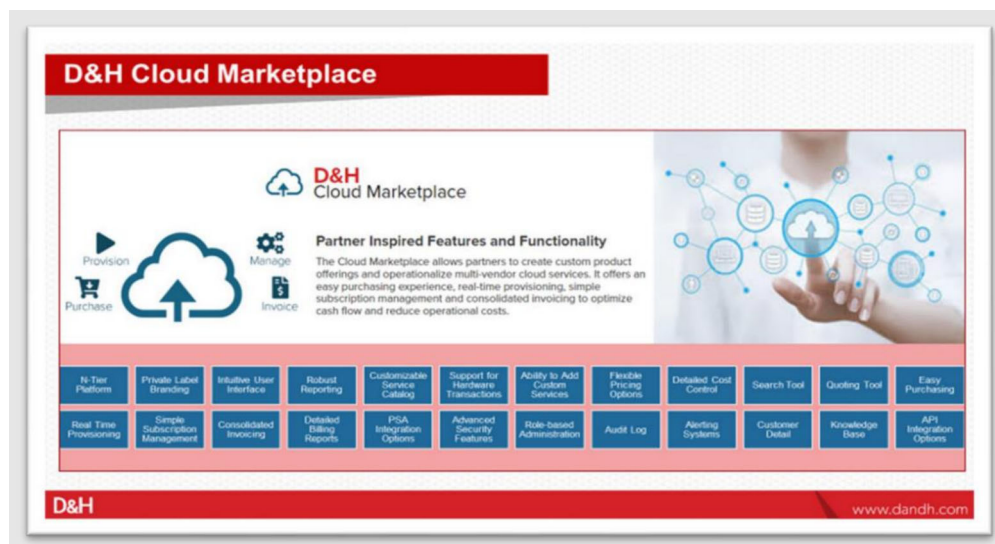
Modern workers are now accustomed to working from hybrid environments: office, home office, and other remote locations. Therefore, they have an expectation to have the same optimal experience across their PCs, mobile devices and conference rooms. D&H's **Modern Collaboration Solutions** equip customers with the devices, peripherals, and video conferencing solutions deployed with a single software platform to keep their employees connected.



The flood of flexible work models has invited a tidal wave of cyber-attacks! The common trend has shifted the complex responsibility of protecting IT infrastructure, devices and data to managed service providers (MSPs). D&H security experts are helping to design the right combination of hardware, cloud and as-a-service solutions to make it easier to get the job done and protect IT data and devices. Resellers leverage our Modern Security team to deliver a robust portfolio of vendors including Microsoft, Cisco, DataLocker, Acronis, SonicWall, Sophos and Vade.

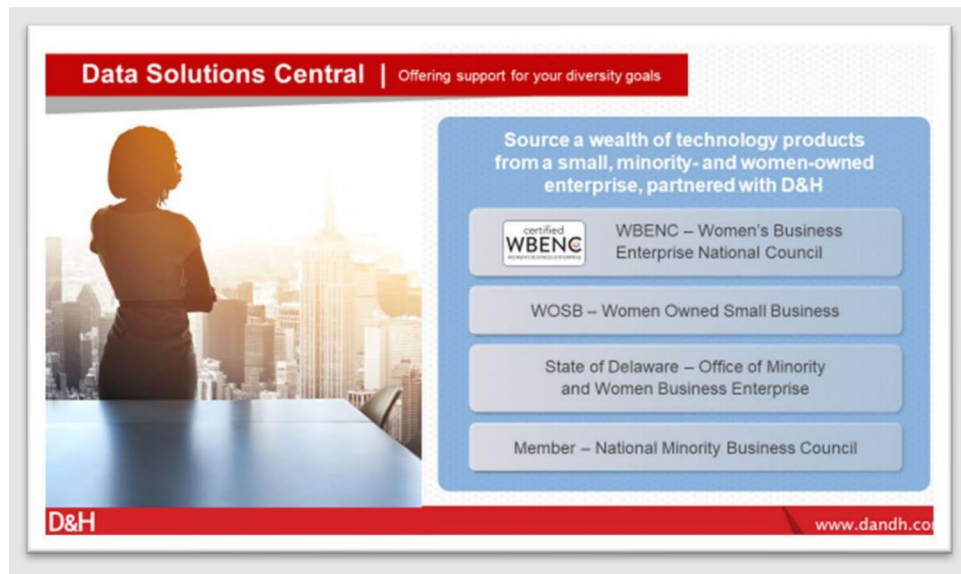


The **D&H Cloud Marketplace** makes it easy for partners to purchase, provision, manage, and invoice multi-vendor cloud solutions. This partner-inspired platform is feature-rich, easily branded with your logos, purpose-built for MSPs (Managed Service Providers), with the ability to integrate into popular 3rd party billing platforms (such as ConnectWise and Datto) and allows for bundling of hardware and built-in services. This automation improves operations and cash flow.



Data Solutions Central

D&H has a strategic relationship with DSC (women-owned company) and this relationship enables our resellers to leverage a diversity vehicle seamlessly. Many companies requiring supplier diversity in procurement refer to a supply chain that includes businesses possessed by diverse entities or groups. D&H offers this diversity vehicle to help our resellers differentiate themselves in a competitive marketplace.



D&H Marketing – TechDrive Creative Studios

D&H has a full in-house agency, TechDrive Creative Studios that offers a comprehensive portfolio of creative and marketing services as well as our MKT+SHIFT turnkey marketing automation platform. Services include:

Brand Development • Media Planning • Content Marketing • Web Marketing • Email Marketing • Websites • Graphic Design & Print • Event Planning & Management • SEO • Social Media Management • Video & Animation • Reporting & Analytics • Sales & Client Training • Lead Generation • Pre- & Post-Event Strategy

D&H Partnerfi Community

D&H Partnerfi

Community Value

The D&H Community is an Elite Program that is partner led and focused on connecting partners to share best practices, align to channel trends, and drive solution selling. It is a forum of trust, commitment, and growth. D&H will enhance this experience by leveraging solution strategies and commits to:

1. Delivering key **engagement** opportunities
2. Providing strategic **enablement** to elevate your business
3. Focusing on **partnership** with our internal executives to provide industry leading trends and guidance

"Inspire the new standard" within the channel!



D&H

www.dandh.com

2023 Partnerfi Results

Build → Invest → Grow

- ✓ A Culture Like No Other
- ✓ Investing In Our Members
- ✓ Flexible And Agile
- ✓ Unparalleled Growth
- ✓ Helping You Win Everyday



REVENUE

- 2022 Community Growth: +2%
- 2023 Community Growth: +13%

MEMBERSHIP

- 2022 Community Growth: 374
- 2023 Community Growth: 26%

D&H

www.dandh.com

D&H Pre-Sales Technical Engineering Support



www.dandh.com/
Techsolutions

www.dandh.com/
Solutionslab

Atlanta, GA
 Chicago, IL
 Fresno, CA
 Harrisburg, PA
 Toronto, ON



Welcome to D&H Technical Solutions

The Technical Solutions Program provides select D&H resellers with free specialized support to help you sell challenging technical solutions. As part of this program, you are getting access to extra resources to support a wide variety of highly competitive solutions categories including Pro AV, Network Infrastructure, Server and Data Center, Storage, Esports and more!

Free Resources:

- Access to presales phone support 888-325-1246
- Priority support to the presales tech solutions support inbox
- Direct support from our sales engineer staff
- Network heatmapping
- Discovery calls
- Quarterly solutions trainings for your staff on a selected solutions topic from our sales engineer staff

Exclusive Technical Trainings:

- Each quarter D&H will conduct an exclusive 30 minute training event for you
- You can select from 1 of 8 different topics and the trainings can be for anyone within your company
- Training topics include Wired and Wireless Network Infrastructure, Data Center Solutions, Power, Modern Collaboration, Security, Storage and Esports
- The D&H Solution Manager will work with you to make sure each training covers the topics and solutions that are most important to you

Featured Partners




















D&H's Commitment to Diversity, Equity, and Inclusion

Our Diversity, Equity, Inclusion & Belonging (DEIB) initiative is paramount at D&H and is driven by a learning and development team and focused DEIB committee made up of passionate co-owners and leaders across D&H.

D&H DEIB Committee Purpose:

D&H recognizes that to be considered a great place to work there must be a commitment to diversity, equity, inclusion, and belonging in all aspects of what we do. The DEIB committee assists the company with embracing human diversity and helping to transform the organization and teams into a more inclusive workplace where all individuals feel respected, are treated fairly, are provided a work-life balance and an opportunity to excel in their chosen careers.

The committee helps nurture and sustain a company-wide culture where human differences and a culture of belonging drive innovative business solutions that assist in the achievement of our companywide mission and vision.

The committee is organized around 3 key pillars: Awareness, Outreach & Action and has implemented the following ongoing focuses:

- ✓ Drives ongoing trainings/education for D&H leadership and teams of co-owners
- ✓ **Launched a Floating Holiday to be used to celebrate, recognize, volunteer during an observance that has meaning for co-owners. It could be a religious holiday, national holiday like MLK Jr Day, or during an observance such as AAPIH month, etc.**
- ✓ Ensures that the organizations that D&H Cares charity helps to support also embrace a DE&I mission/vision
- ✓ Partners with local organizations focused on DEIB efforts like annual Juneteenth celebrations
- ✓ Develops regular communications around diverse observances and holidays

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: D&H Distributing Co.

Title of Authorized Representative: Corporate Counsel

Mailing Address: 100 Tech Drive, Harrisburg, PA, 17112

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: D&H Distributing Co.

Title of Authorized Representative: Corporate Counsel

Mailing Address: 100 Tech Drive, Harrisburg, PA, 17112

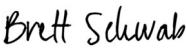
Signature: 

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.

DocuSigned by:

DC813119C4F24E3...

Signature of Respondent

12/13/2024

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.

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.

DocuSigned by:
Enit Schwab
DC813119C4F24E3...

Signature of Respondent

12/13/2024

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 D&H Distributing Co.

ADDRESS 100 Tech Drive

Harrisburg, PA, 17112

PHONE 800-340-1001

FAX N/A

RESPONDANT

DocuSigned by:
Brett Schwab
88067688-042020

Signature

Brett Schwab

Printed Name

Corporate Counsel

Position with Company

AUTHORIZING OFFICIAL

DocuSigned by:
Brett Schwab
DC813119C4F24E3

Signature

Brett Schwab

Printed Name

Corporate Counsel

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

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? BS
(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? BS
(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? BS
(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.) Pennsylvania

D&H Distributing Co.	100 Tech Drive	
Company Name	Address	
Harrisburg	PA	17112
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? _____ BS

(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? BS

(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? BS

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? _____ BS

(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? _____ BS

(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? _____ BS

(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? _____ BS

(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? _____ BS

(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? _____ BS

(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? _____ BS

(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? _____ BS

(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 Group member who intends to use this contract with federal funds.

Does vendor agree? _____ BS

(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? _____ BS

(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? BS

(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? BS

(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.

D&H Distributing Co.

Company Name

DocuSigned by:
Brett Schwab
DC813118CAF24E3...

Signature of Authorized Company Official

Brett Schwab

Printed Name

Corporate Counsel

Title

12/13/2024

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? BS

(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? BS

(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? BS

(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? BS

(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? BS.

(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? BS

(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? BS

(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? BS

(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? BS

(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.

DocuSigned by:
Brett Schwab
DC813119C4F24E3...

12/13/2024

Signature of Respondent

Date

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

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

Company Name: D&H Distributing Co.

Street: 100 Tech Drive

City, State, Zip Code: Harrisburg, PA, 17112

Complete as appropriate:

I None, 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 None, 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.

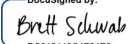
OR:

I None, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

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

Name	Address	Interest
None		

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

DocuSigned by:

DCB13119C4F24E3
Corporate Counsel

12/13/2024
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, Brett Schwab of the Harrisburg
Name City

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

I am the Corporate Counsel of the firm of D&H Distributing Co.
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

D&H Distributing Co.
Company Name

DocuSigned by:
Brett Schwab Corporate Counsel
DC813119C4F24E3
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

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

Company Name: D&H Distributing Co.
Street: 100 Tech Drive
City, State, Zip Code: Harrisburg, PA, 17112

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)* _____

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

DocuSigned by:
Brett Schwab Corporate Counsel
DC813119C4E24E3

12/13/2024

Authorized Signature and Title

Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of 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).

DocuSigned by:

DC813119C4F24E3...

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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:	D&H Distributing Co.		
Address:	100 Tech Drive		
City:	Harrisburg	State: PA	Zip: 17112

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.

DocuSigned by:

DCB13118C4F24E3

Signature

Brett Schwab

Printed Name

Corporate Counsel

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
N/A			\$

☐ 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:

[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 A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability
Partnership

☐ Limited Partnership

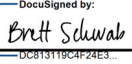
☒ Corporation

☐ Limited Liability
Corporation

☐ Subchapter S
Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	<div>DocuSigned by:  DC813119C4F24E3</div> (Affiant)
(Notary Public)	Brett Schwab Corporate Counsel (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

D&H Revised Exceptions to Region 10 Terms and Conditions for RFP R10-1173

The following exceptions have been agreed to in writing by both parties.

- Article 1.4 Customer Support: Article 1.4 will be deleted in its entirety.

- Article 4.2 Form of Contract: The Article will be rewritten as follows:

“The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal, and any supplemental agreements required by the Vendor to render delivery of products and/or services to Members. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.”

- Article 7.2 Inspection & Acceptance: Article 7.2 will be rewritten as follows:

“If defective or incorrect material is delivered, a participating Member that purchased directly from Vendor may make the determination to return the material to Vendor as directed by Vendor’s RMA process. DOA/defective products are returned for replacement with the same product/model. Deviations from this policy may result in a 20% returns processing service charge. Defective product must be in original factory packaging with all original packing materials.”

- Article 7.3 Responsibility for suppliers tendered: Article 7.2 will be rewritten as follows:

“Responsibility for the products in transit will be determined between Vendor and the Member purchasing directly from Vendor.”

- Article 7.5 Additional charges: Article 7.5 is deleted in full.

- Article 9.2 Price Increases: Article 9.2 will be rewritten as follows:

“Should it become necessary or proper during the term of this contract to decrease the percentage discount on MSRP, such a decrease must be submitted to Region 10 ESC for approval. Requests to decrease the percentage discount offered must be supported with specific reasons in writing to receive approval. It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. The Vendor will additionally provide specific manufacturer letters to Region 10 ESC upon request.”

- Article 9.3 Additional charges: Article 9.3 will be rewritten as follows:

“Freight responsibility and charges will be determined by Vendor based on Vendor’s standard terms and conditions with Members that purchase directly from Vendor.”

- Article 9.6: Article 9.6 will be rewritten to exclude the following sentence:

“All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.”

- Article 10.1 Audit rights: Article 10.1 will be rewritten as follows:

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

- Article 12.1: IP Rights: The following sentence will be deleted from Article 12.1:

“Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract.”

- Section 12.4: Security Breach. Article 12.4 will be rewritten as follows:

“In the event of a security breach potentially involving the Member’s data, Vendor must notify the Member and Region 10 ESC of the breach as soon as commercially reasonable and must fully investigate the incident and cooperate fully with the Member’s investigation of and response to the security incident. In the event of a security breach potentially involving Region 10 ESC or Equalis Group, Region 10 ESC or Equalis Group must notify the Vendor of the breach as soon as commercially reasonable and must fully investigate the incident and cooperate fully with the Vendor’s investigation of and response to the security incident.”

- Article 12.5: Data Privacy: The following sentence will be revised to add the italicized language in Article 12.5:

“Vendor may not share Member data with or disclose it to any third party, except for the manufacturer, without the prior written consent of the Member, except as required by law.”

- Article 13.3 Indemnity: Article 13.3 will be rewritten as follows:

“Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and Members that purchase directly from Vendor, against all claims, damages, losses and expenses arising out of or resulting from any breach of laws or regulations by Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract. 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 law provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.”

- Article 13.5 Marketing: Article 13.5 will be revised to add the italicized language:

“Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement, subject to the following conditions. The conditions include: i) Region 10 ESC or Equalis Group must obtain Vendor’s prior written approval; ii) Region 10 ESC or Equalis Group must adhere to Vendor’s brand guidelines; and iii) Vendor has the ability to revoke permission upon notice to Region 10 ESC or Equalis Group. Any use of the Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.”

- Article 13.6 Insurance: The first sentence in Article 13.6.1 will be replaced with:

“Members that purchase directly from Vendor may request a certificates of insurance prior to commencement of work.”

- Article 13.7 Subcontracts/Sub Contractors: The following sentence in Article 13.7 will be revised to add the italicized language:

“If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Notwithstanding the foregoing, if Vendor is providing professional services, it may utilize subcontractors without obtaining prior approval as long as Vendor abides by the terms in this Article.”

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

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

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

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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

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

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

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

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

12/13/2024

Date

DocuSigned by:

Brett Schwab

Corporate Counsel

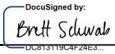
DC813119C4E24E3

Authorized Signature & Title

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

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

Company name	D&H Distributing Co.
Address	100 Tech Drive
City/State/Zip	Harrisburg, PA, 17112
Telephone No.	800-340-1001
Fax No.	N/A
Email address	legal@dandh.com
Printed name	Brett Schwab
Position with company	Corporate Counsel
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

Dr. Rickey Williams

Print Name

3/31/2025

Date

Equalis Group Contract Number R10-1173A



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.