

**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

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

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

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

### QUESTIONNAIRE & EVALUATION CRITERIA:

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

### OTHER REQUIRED PROPOSAL FORMS:

**PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

**PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

**PROPOSAL FORM 5: DEBARMENT NOTICE**

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

**PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

**PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

**PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

**PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

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**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
	<b>Basic Information</b>		
	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, <a href="mailto:pdimarco@dandh.com">pdimarco@dandh.com</a> 716-830-0245
	<b>Products/Pricing (30 Points)</b>		
	Coverage of products and services	No answer is required. Region 10 will utilize your overall response, and the products/services provided in Attachment B to make this determination	
	Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response, and the products/services provided in Attachment B to make this determination	

	Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	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.
		<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes. We as a leading broadline 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	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	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	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	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	
<b>Performance Capability (25 Points)</b>			
	Product, service and solution features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	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.
		<i>Outline how your products and services compare to those of your competitors.</i>	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&amp;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"> <li>• Modern Solutions: Advanced Technology (data center, cloud)</li> <li>• Client Devices (notebooks, PCs)</li> <li>• Peripherals (displays, components)</li> </ul> <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&amp;H purchases products directly from manufacturers and only buys/sells authentic, original products. D&amp;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&amp;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&amp;H was comparable to companies our size in CO emissions relating to business travel. The D&amp;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&amp;H Go Green initiatives can be found at <a href="http://www.dandh.com/gogreen">www.dandh.com/gogreen</a>.</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&amp;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"> <li>• Center of Excellence/North American HQ, Harrisburg, PA.</li> <li>• Center of Excellence, Clearwater, FL</li> <li>• Advanced Logistics and Integration Center, Harrisburg, PA</li> <li>• Advanced Logistics Center, Atlanta, GA</li> <li>• Advanced Logistics Center, Chicago, Ill</li> <li>• Advanced Logistics Center, Fresno, CA</li> <li>• Center of Excellence, Mississauga, ON</li> <li>• Advanced Logistics Center, Mississauga, ON</li> <li>• Advanced Logistics and Integration Center, Mississauga, ON</li> </ul> <p>Products and services are available in all 50 states and Canada.</p>

		<i>Outline any value-added capabilities not already addressed.</i>	<p>D&amp;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"> <li>• Robust Cloud Marketplace tools</li> <li>• Technical certification training</li> <li>• Presales support and design services</li> <li>• Partnerfi: reseller networking communities focused on public sector</li> <li>• IT Managed Services</li> <li>• Complex integration services</li> <li>• Public sector SLED buying contract services</li> <li>• Public sector discount expertise</li> <li>• Supply chain services</li> <li>• Post sales support and services</li> <li>• Sales and marketing training</li> <li>• Through-partner marketing services and consultation and training</li> <li>• Solutions training</li> <li>• Diversity buying vehicle (Woman Owned)</li> <li>• People assessment and development services</li> <li>• eCommerce tools and integration</li> </ul> <p>See Appendix, pages 28-34, entitled “Value Added Services” for further detail.</p>
	Customer implementation and scalability	<i>Describe your company's implementation and training plan for new customers, including general timelines for applicable implementation services.</i>	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.
		<i>Outline what ongoing training and consulting support is available to customers.</i>	<p>In addition to trainings noted in the “value added capabilities” section, D&amp; H provides the following training and consulting services:</p> <ul style="list-style-type: none"> <li>• Operations counseling delivered through our Lean experts</li> <li>• SuccessPath solutions and managed services training</li> <li>• SLED – how to leverage a “co-op buying vehicle?”</li> <li>• People First: training and development</li> <li>• Succession Planning through our Partnerfi Community</li> <li>• DEI</li> </ul>
		<i>Outline the scalability of the products, services and/or solutions offered</i>	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)



		<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 <a href="http://www.dandh.com">www.dandh.com</a> . 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 &amp; 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.

		<p>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</p>	<p>Workers comp experience mode rating (EMR) of 0.52 and DART (days away, restricted, transferred) safety rating of Away – 35; Restricted – 565; Transferred – 0</p>																								
<p><b>Qualification and Experience (25 Points)</b></p>																											
	<p>Respondent reputation in the marketplace</p>	<p>Provide a link to your company's website</p>	<p><a href="http://www.dandh.com">www.dandh.com</a></p>																								
		<p>Please provide a brief history of your company, including the year it was established.</p>	<p>D&amp;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&amp;H has delivered record-setting growth. D&amp;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&amp;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> <div data-bbox="1031 672 1602 971"> </div> <div data-bbox="1031 1000 1602 1336"> <p><b>Driving Growth &amp; Generating Demand</b></p> <ul style="list-style-type: none"> <li>✓ Double Digit Commercial Growth</li> <li>✓ SMB +43% FY25</li> <li>✓ Mid-Market +22% FY25</li> <li>✓ Canada Commercial +10% Projected FY25</li> </ul> <p><b>Growing 3X rate of competition past 10 years</b></p> <p>Revenue in Millions (FY15 to FY25 Proj):</p> <table border="1"> <thead> <tr> <th>Fiscal Year</th> <th>Revenue (Millions)</th> </tr> </thead> <tbody> <tr><td>FY15</td><td>~\$3.2</td></tr> <tr><td>FY16</td><td>~\$3.4</td></tr> <tr><td>FY17</td><td>~\$3.6</td></tr> <tr><td>FY18</td><td>~\$3.8</td></tr> <tr><td>FY19</td><td>~\$4.2</td></tr> <tr><td>FY20</td><td>~\$4.6</td></tr> <tr><td>FY21</td><td>~\$5.0</td></tr> <tr><td>FY22</td><td>~\$5.4</td></tr> <tr><td>FY23</td><td>~\$5.8</td></tr> <tr><td>FY24</td><td>~\$6.2</td></tr> <tr><td>FY25 (Proj)</td><td>~\$6.8</td></tr> </tbody> </table> <p>Legend: Organic Growth</p> <p>D&amp;H <a href="http://www.dandh.com">www.dandh.com</a></p> </div>	Fiscal Year	Revenue (Millions)	FY15	~\$3.2	FY16	~\$3.4	FY17	~\$3.6	FY18	~\$3.8	FY19	~\$4.2	FY20	~\$4.6	FY21	~\$5.0	FY22	~\$5.4	FY23	~\$5.8	FY24	~\$6.2	FY25 (Proj)	~\$6.8
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	Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work.</i>	D&H Distributing does not have a relationship with Region 10.
	Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting &amp; Accounts Payable</i>	Key contacts are provided below. Broader team contact info listed in Appendix page 7.  Executive: Peter DiMarco, SVP of Sales <a href="mailto:pdimarco@dandh.com">pdimarco@dandh.com</a> Account Mgr.: Garrett Payne, BDM <a href="mailto:gpayne@dandh.com">gpayne@dandh.com</a> Contract Mgr. Joshua Shaffer, Manager <a href="mailto:jshaffer@dandh.com">jshaffer@dandh.com</a> Marketing: Casey DePalma, Director of Mktg <a href="mailto:cdepalma@dandh.com">cdepalma@dandh.com</a> Billing: Kelly Davis, Analyst <a href="mailto:kdavis@dandh.com">kdavis@dandh.com</a>
	Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for the last three (3) years?</i>	State, Local and Education sales for 2022 – 2024 = \$4.5B.
		<i>What is your strategy to increase market share in the public sector?</i>	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"> <li>• Continue to invest in our <b>Designated Public Sector</b> team that includes contract managers, sellers, marketers and presales resources.</li> <li>• Execute <b>Equalis Group led sales motions</b> across all customer segments: National Solution Providers (CDW), Large VARs (ITSavvy), Education VARs (Bluum) and thousands of SMB VARs/MSPs (TeamLogic).</li> <li>• Build Equalis Group led initiatives within our <b>400+ member Partnerfi Community and related K12 Advisory Council</b>.</li> <li>• Leverage <b>our industry leading SLED financing</b> programs.</li> <li>• Drive value added configuration services. <b>D&amp;H configures 700,000+ K12 devices annually</b> through our best-in-class config center. We help school districts execute “easy enrollment” through <b>Microsoft Auto Pilot, Google ZeroTouch, Asset Tagging</b> and Green Shipping services.</li> </ul>

- **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**

**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](http://www.dandh.com)

**Aligned Offerings & Coverage**

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

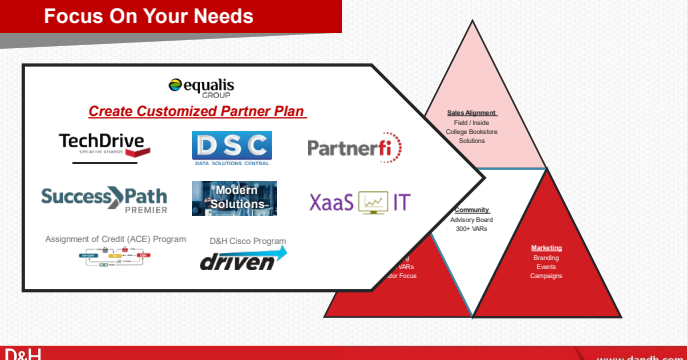
**Sales Alignment**  
Field / Inside  
College Bookstore Solutions

**Community**  
Advisory Board  
300+ VARs

**Diversity**  
Profiling  
Large VARs  
Vendor Focus

**Marketing**  
Branding  
Events  
Campaigns

D&H [www.dandh.com](http://www.dandh.com)

			 <p><b>Focus On Your Needs</b></p> <p>equalis GROUP</p> <p>Create Customized Partner Plan</p> <p>TechDrive DSC Partnerfi</p> <p>SuccessPath Modern Solutions XaaS IT</p> <p>Assignment of Credit (ACE) Program D&amp;H Cisco Program driven</p> <p>Sales Alignment Field Inside College Business Solutions</p> <p>Community Advisory Board 200+ Web</p> <p>Marketing Events Campaign</p> <p>D&amp;H www.dandh.com</p>																																																																																																			
	<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>We have not been in any bankruptcy or reorganization. Given the size and scope of our organization, there is a constant stream of minor litigation at any given time. However, there has not been any litigation in the past three (3) years that meets the materiality threshold in our IRS reporting requirements (approximately \$5.2 million amount in controversy) or that would impact our ability to provide products to or serve Equalis Group members.</p>																																																																																																			
	<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for products and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Below are key SLED references. Also available in Appendix page 22.</p> <table border="1" data-bbox="1024 800 1976 1019"> <thead> <tr> <th>Contact Name</th> <th>Title</th> <th>City</th> <th>State</th> <th>Phone</th> <th>Email</th> <th>Years Serviced</th> <th>Description of Service</th> <th>Annual Volume</th> </tr> </thead> <tbody> <tr> <td>Erez Pikar</td> <td>CEO</td> <td>Phoenix</td> <td>AZ</td> <td>602-803-1080</td> <td>erez@bluum.com</td> <td>10</td> <td>IT Hardware and Services</td> <td>\$125,000,000</td> </tr> <tr> <td>DJ Hansen</td> <td>VP of Sales</td> <td>Saratoga Springs</td> <td>NY</td> <td>518-669-8202</td> <td>dhansen@cb20.com</td> <td>3</td> <td>IT Hardware and Services</td> <td>\$15,000,000</td> </tr> <tr> <td>Kyriakos Kaimis</td> <td>CEO</td> <td>New York</td> <td>NY</td> <td>631-235-5379</td> <td>kkaimis@customonline.com</td> <td>4</td> <td>IT Hardware and Services</td> <td>\$20,000,000</td> </tr> <tr> <td>Chris Daly</td> <td>President</td> <td>Trumbull</td> <td>CT</td> <td>203-314-8800</td> <td>cdaly@ebmusa.com</td> <td>4</td> <td>IT Hardware and Services</td> <td>\$27,500,000</td> </tr> <tr> <td>Philip Ferranti</td> <td>CEO</td> <td>East Rochester</td> <td>NY</td> <td>585-509-0320</td> <td>pferranti@fusiondig.com</td> <td>7</td> <td>IT Hardware and Services</td> <td>\$14,000,000</td> </tr> <tr> <td>Henry Ngo</td> <td>SVP Sales</td> <td>Cerritos</td> <td>CA</td> <td>562.345.8766</td> <td>hngo@gstinc.com</td> <td>12</td> <td>IT Hardware and Services</td> <td>\$40,000,000</td> </tr> <tr> <td>Kelley Turpin</td> <td>VP of Sales</td> <td>Charlotte</td> <td>NC</td> <td>704-517-3002</td> <td>kelley.turpin@lockstepgroup.com</td> <td>5</td> <td>IT Hardware and Services</td> <td>\$33,500,000</td> </tr> <tr> <td>David McNurlen</td> <td>General Manager</td> <td>Seattle</td> <td>WA</td> <td>425-212-2734</td> <td>dmcnurlen@microk12.com</td> <td>14</td> <td>IT Hardware and Services</td> <td>\$49,000,000</td> </tr> <tr> <td>Marc Netka</td> <td>CEO</td> <td>Simi Valley</td> <td>CA</td> <td>805-490-7430</td> <td>marc.netka@pacificonesource.com</td> <td>10</td> <td>IT Hardware and Services</td> <td>\$17,500,000</td> </tr> <tr> <td>Mike Miller</td> <td>SVP</td> <td>Minneapolis</td> <td>MN</td> <td>651-888-7922</td> <td>Mike.Miller@trafera.com</td> <td>7</td> <td>IT Hardware and Services</td> <td>\$34,325,000</td> </tr> </tbody> </table>	Contact Name	Title	City	State	Phone	Email	Years Serviced	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
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	<p>Company profile and capabilities</p>	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers</i></p>	<p>Yes, D&amp;H plans to sell exclusively through its reseller partners.</p> <p>Any D&amp;H customer (reseller) must review, sign, and adhere to a D&amp;H authorization letter specific to the Equalis terms of use. D&amp;H Equalis quotes include additional T's and C's specific to transacting via the contract, expectations of the reseller, and reporting requirements. Receipt of a customer PO includes acknowledgment of the D&amp;H quote and its terms. Quote creation and order management flow through a specialized D&amp;H public sector team to ensure quality controls and compliance. End user reporting is required from all reseller transactions.</p>																																																																																																			



		<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.	
<b>MWBE Status and/or Program Capabilities (10 Points)</b>			
	MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	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.
		Please attach any certifications you have as part of your response to Form 3.	
	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

		<i>week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	
	Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	D&H makes best effort to include MWBE subcontractors when applicable and available to do the service of work requested by the agency.
<b>Commitment to Service Equalis Group Members (10 Points)</b>			
	Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>D&amp;H will incorporate a multi-faceted marketing strategy centered on brand awareness, community engagement, sales enablement, and lead generation.</p> <ul style="list-style-type: none"> <li>• Promotion of Equalis Group as a key contract for all partners</li> <li>• Active channel communication plans including press releases and social media</li> <li>• Positioning of Equalis Group (and logo) including a "mini site" as part of our website</li> <li>• Digital marketing campaign (email, social media, videos, webinars)</li> <li>• Defined recruitment motion leveraging our 300+ member Partnerfi community</li> <li>• Customized demand generation events and trainings</li> </ul> <p>D&amp;H will include the Equalis Group contract as one of two premier cooperative contracts. All of our leading SLED / K12 partners will be introduced and trained. Many of our competitors have many more than two cooperative contract partners.</p> <p>Additional deliverables have been outlined in the "Marketshare Strategy" section and in the Appendix pages 15-16, 32.</p>
		<i>Detail how your organization will train your sales force and customer service</i>	Our Public Sector and Business Ops teams 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:



		<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>	<ul style="list-style-type: none"> <li>• Comprehensive sales training across all teams both initially and ongoing monthly. D&amp;H trains its sales team on a weekly basis and can increase frequency if needed.</li> <li>• Companywide executive reviews.</li> <li>• 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.</li> <li>• D&amp;H will develop an authorization process for resellers interested in offering the Equalis Group contract to their public sector customers.</li> <li>• D&amp;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.</li> </ul> <p>Additional information is provided in the Appendix page 16.</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>Yes, subject to:</p> <ul style="list-style-type: none"> <li>a) D&amp;H's prior written approval;</li> <li>b) Equalis Group's adherence to D&amp;H's brand guidelines;</li> <li>c) D&amp;H's ability to revoke permission upon notice to Equalis Group.</li> </ul>
	Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	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.
		<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	D&H holds the OMNIA Advanced Solutions Aggregator Contract.
	Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	<p>The D&amp;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"> <li>- Training and education</li> <li>- Sales campaigns</li> <li>- Joint sales calls</li> <li>- Marketing collateral and events</li> </ul>

			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](http://www.dandh.com)  
800.877.1200

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

Toronto, ON  
Vancouver, BC



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[youtube.com/c/  
DHDistributing](https://www.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

### Driving Growth & Generating Demand

- ✓ Double Digit Commercial Growth
- ✓ SMB ↑ 43% FY25
- ✓ Mid-Market ↑ 22% FY25
- ✓ Canada Commercial +10% Projected FY25



Outpacing the Market Across All Segments



Dominant in SMB, Mid-Market, Consumer & Public Sector

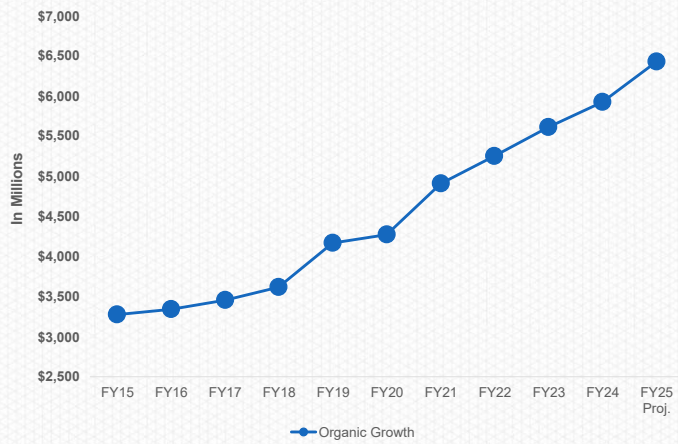


100% Organic Growth




Demand-Generating Partner-First Personalized approach

### Growing 3X rate of competition past 10 years





### 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


www.dandh.com

### Locations

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

D&H Locations




www.dandh.com



### Public Sector Business

**EXPAND SLED & FED MARKETS**

**\$2B Opportunity Education State & Local**

**GO TO MARKET PRIORITIES**

**STATE/LOCAL**

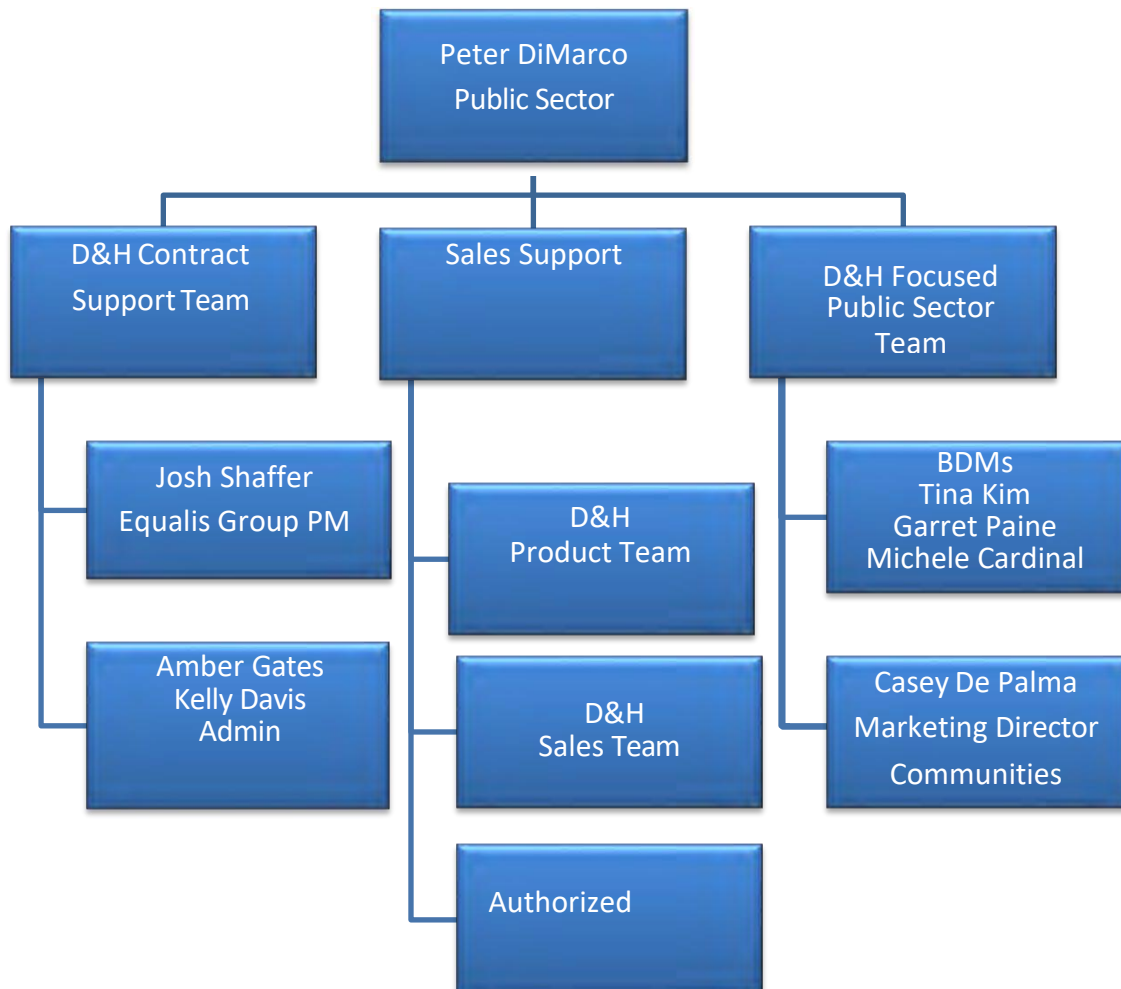
- ✓ Training, Engagement & Events
- ✓ Cooperative Contract Training
- ✓ Professional Services
- ✓ MSP Enablement
- ✓ SLED Focus w/Fed Partners
- ✓ Local Markets: Town Of..
- ✓ DSC: Diversity Program

**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](http://www.dandh.com)





## Key Contacts

Title	Name	Phone	Email
<b>D&amp;H Program Team</b>			
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Strategic Account Mgr	Jen Coup	800-877-1200	<a href="mailto:jcoup@dandh.com">jcoup@dandh.com</a>
Director of Sales	Walt Golay	480-201-8825	<a href="mailto:wgolay@dandh.com">wgolay@dandh.com</a>
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VP of Field Sales	Neil Stafford	716-908-2497	<a href="mailto:Nstafford@dandh.com">Nstafford@dandh.com</a>



### 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

**Rapid Growth Ahead Of Peers**

**D&H** | **EMPLOYEE-OWNED** ESOP

105 years Privately Held Employee-Owned, 100% North American Service

Achieving \$6B+ 20,000 VARs 1M+ Cloud Seats

One of Forbes Top Largest Private Companies

 <b>PEOPLE</b> Hired 250+ employees in last 18 months	 <b>NEW WAREHOUSES</b> Over 1 million square feet of capacity added across Harrisburg, Vancouver, and Toronto	 <b>SUPPLY CHAIN SERVICES</b> Full service capability for Vendors and Partners in two options - Third Party Logistics & Hybrid	 <b>CREDIT</b> New Credit Lines \$335M in FY22 Projecting to add \$400M in FY23
 <b>PROFESSIONAL SERVICES &amp; CLOUD</b> Managed and Integration Services, Custom Project and Installation, and SaaS	 <b>TECHDRIVE CREATIVE STUDIOS</b> Recently launched a Full-Service Marketing Agency supporting partners with creative and GTM services	 <b>MODERN SOLUTIONS</b> All In One Support For Applications, Infrastructure, Collaboration & Security Via Cloud, Hybrid, PaaS & MSP Services & SaaS	 <b>CANADA</b> Investment in leadership, sales and partner support resources, operations, and facilities to meet the massive growth potential

**D&H** [www.dandh.com](http://www.dandh.com)



**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.



- ✓ 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



### 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....

**Aligned Offerings & Coverage**

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

**Sales Alignment**  
Field / Inside  
College  
Bookstore  
Solutions

**Community**  
Advisory  
Board  
300+ VARs

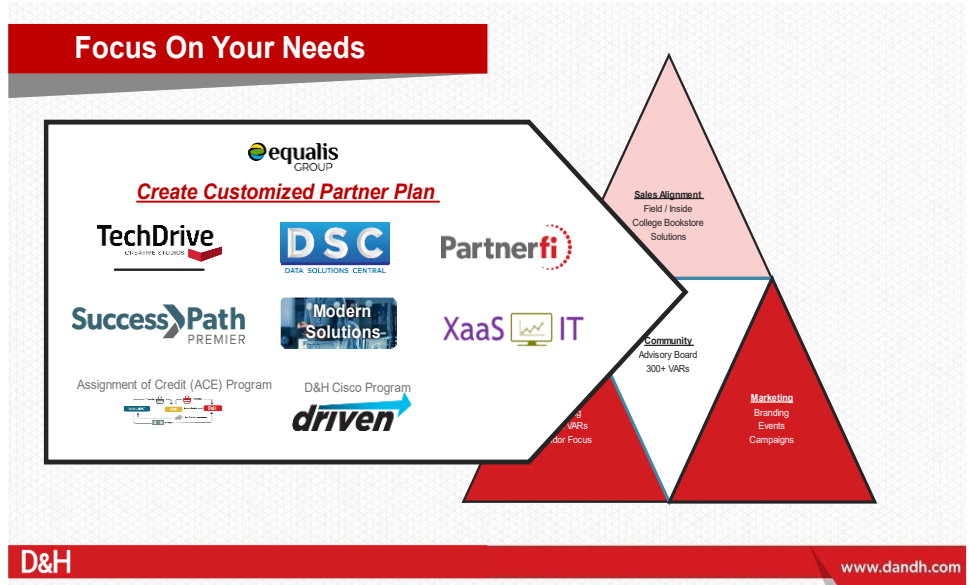
**Diversity**  
Profiling  
Large VARs  
Vendor Focus

**Marketing**  
Branding  
Events  
Campaigns

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**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

 30%+ Growth	 Largest Customer \$200M	 500,000+ White Glove Units
 10M+ Client Devices Sold	 District Roll Outs 300K+ Unit Projects	 eRate Training
 Doing Business with 100% of Leading K12 Partners	 Dedicated Solution Architects	 Leader in Pro AV

D&H www.dandh.com



### **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 3<sup>rd</sup> 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](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 3<sup>rd</sup> 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**

The screenshot shows the D&H website interface. At the top left is the D&H logo with a '105 YEARS' badge. A search bar contains the text 'Enter Keyword, Part # or UPC' with 'Find' and 'Browse By Category' buttons. To the right are 'Track Orders' and 'Help' links. A 'Yoalink' banner for an AI revolution conference is also visible. Below the navigation bar is a large green banner with the text 'Automate your order flow with D&H Automation Services'. Underneath, a section titled 'Who Is Eligible for D&H Automation Services?' lists two criteria: 'Customers actively purchasing in good standing' and 'Customers using one of the Third-Party eComm Solutions listed below'. A 'Why Automate?' section follows, explaining that with the increase of connected systems, it's easier to process orders and collect data from D&H.

**Aggregation Platform Partners**

This screenshot displays a grid of logos for various third-party eComm solutions. The text above the logos reads: '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.' The logos are arranged in five rows and three columns:

- Row 1: zomentum, WORLD SYNC™, VARStreet
- Row 2: FLASH.com, inventory source, Quosai by ConnectWise®
- Row 3: QuoteWerks, Tigerpaw SOFTWARE, SupplyStream
- Row 4: icecat the open catalog, CHANNELAPE, stockinthechannel.com
- Row 5: 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](http://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](http://www.dandh.com/gogreen)

The infographic is titled "Sustainability Practices" and is divided into four quadrants, each with a blue background and a white icon. The top right corner features the URL [www.dandh.com/GoGreen](http://www.dandh.com/GoGreen) and the D&H logo. The bottom left corner features the D&H logo, and the bottom right corner features the URL [www.dandh.com](http://www.dandh.com).

- Energy** (Lightbulb icon):
  - Fresno Rooftop Solar Farm
  - Tech Drive Data Center
  - LED Lighting
  - Energy-star rated appliances
- Recycling** (Recycling symbol icon):
  - Material: paper, plastic, corrugate, pallets
  - Cardboard/corrugate baled
  - Plastic shrink wrap baled or containerized
  - Old and damaged wood pallets turned into mulch
  - "Field destroy" defective product
- Packaging** (Box icon):
  - Cartonization (best box size for shipment)
  - Carton-on-demand (perfectly sized boxes)
  - Jiffy Mailer Envelopes
  - Bags vs. boxes
  - Use of HDPE air pillows
- Buildings** (Building icon):
  - DCs: 2<sup>nd</sup>/3<sup>rd</sup> story Mezzanine additions
  - Tech Drive: Carpet made of recyclable materials and is recyclable itself. Motion-activated LED lighting
  - Electric hand dryers



## 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	<a href="mailto:erez@bluum.com">erez@bluum.com</a>	10	IT Hardware and Services	\$125,000,000
DJ Hansen	VP of Sales	Saratoga Springs	NY	518-669-8202	<a href="mailto:dhansen@cb20.com">dhansen@cb20.com</a>	3	IT Hardware and Services	\$15,000,000
Kyriakos Kaimis	CEO	New York	NY	631-235-5379	<a href="mailto:kkaimis@customonline.com">kkaimis@customonline.com</a>	4	IT Hardware and Services	\$20,000,000
Chris Daly	President	Trumbull	CT	203-314-8800	<a href="mailto:cdaly@ebmusa.com">cdaly@ebmusa.com</a>	4	IT Hardware and Services	\$27,500,000
Philip Ferranti	CEO	East Rochester	NY	585-509-0320	<a href="mailto:pferranti@fusiondig.com">pferranti@fusiondig.com</a>	7	IT Hardware and Services	\$14,000,000
Henry Ngo	SVP Sales	Cerritos	CA	562.345.8766	<a href="mailto:hngo@gstinc.com">hngo@gstinc.com</a>	12	IT Hardware and Services	\$40,000,000
Kelley Turpin	VP of Sales	Charlotte	NC	704-517-3002	<a href="mailto:Kelley.turpin@lockstepgroup.com">Kelley.turpin@lockstepgroup.com</a>	5	IT Hardware and Services	\$33,500,000
David McNurlen	General Manager	Seattle	WA	425-212-2734	<a href="mailto:dmcnurlen@microk12.com">dmcnurlen@microk12.com</a>	14	IT Hardware and Services	\$49,000,000
Marc Netka	CEO	Simi Valley	CA	805-490-7430	<a href="mailto:marc.netka@pacificonesource.com">marc.netka@pacificonesource.com</a>	10	IT Hardware and Services	\$17,500,000
Mike Miller	SVP	Minneapolis	MN	651-888-7922	<a href="mailto:Mike.Miller@trafera.com">Mike.Miller@trafera.com</a>	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**

- BOSTON Public Schools
- CUMBERLAND COUNTY SCHOOLS
- KANSAS CITY PUBLIC SCHOOLS
- ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
- CLARK COUNTY SCHOOL DISTRICT
- PORTLAND PUBLIC SCHOOLS
- Baltimore County Public Schools

**Reseller Partner Examples**

- AREY JONES
- Attronica
- bluum
- CDW
- DALY
- DETEL
- ESI Electronic Systems
- GST
- HOWARD INDUSTRIES, INC.
- Intech Southwest Services
- MICRO K12
- Microtek
- MP
- OETC
- Sehi
- SHI
- STERLING
- STS EDUCATION
- TIG Technology Integration Group
- TRAFERA
- Twotrees
- World Wide Technology

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## **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

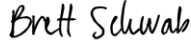
Subject: Letter of Supply of **D&H Distributing Co. to Equalis Group**

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  
SpeckProducts  
Startech.com  
STM Goods  
Swissdigital

Targus  
Thule  
TRENDnet  
Tripp Lite  
Wacom Tech Corp.

### Cloud Solutions

Acronis  
AT&T  
AvePoint  
Axcient  
BitTitan

Call2Teams  
Comeyo  
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 Me UP  
SkyKick  
SonicWall  
Sophos  
Spectrum Business  
Wade 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  
Commercial  
MSI  
PlanIT ROI  
Razer USA

Rakuten Kobo  
Samsung Consumer  
Samsung Mobile  
Supersonic

**Consumer Electronics**

Belkin	Dish Wireless	JVC America	Mobile Pixels	Samsung Mobile	Thermaltake
C2G	Facebook	Kensington	Naxa	Siig	Tile Inc.
Casio	Technologies LLC	KeySmart	NETGEAR	SMK-Link	TP-Link
Cisco Meraki	Fuji Film USA	Kodak Pix Pro	OM Digital Solutions	Sonos, Inc.	TRENDnet
Cisco Systems	Garmin USA	Koss	Panasonic Consumer	Sony Audio/Video	Tripp Lite
Creative Labs	Harman Professional Solutions	Lenovo	Phillips AudioTPV USA	Southwire	Ubiquiti Networks Commercial
Cyber Acoustics	HP Consumer	LG Consumer	Philips Speech Processing Solution	Startech.com	ViewSonic
Cyberpower	HTC	Logitech	Poly UC	STM Goods	Visiontek
D-Link Systems	Intel Corp.	Max Cases	Razer USA	Supersonic	Warm Audio
DataLocker	IOGear	Manhattan	Roku	Swissdigital	Wicked Audio Inc.
Dell Commercial	Jabra	Microsoft Surface	Samsung Consumer	Targus	Wilson Electronics
DigiPower	JLab Audio	Microsoft Surface Commercial		TCL	YeaLink

**Cybersecurity**

Carbonite	ConnectWise	Microsoft	Proofpoint	Sophos	Webroot
Cisco	ESET	OpenText	SonicWall	Vade Secure	

**Data Storage Products**

Buffalo Americas	HPE CTO Compute	Kingston Technology	MSI	Sandisk Professional	Tripp Lite
Corsair	HPE ISS BTO	Lenovo	Patriot Memory	Seagate Bulk	Verbatim
DataLocker	HPE Storage	LG Commercial	PNY Technologies	Seagate Retail	Visiontek
G-Technology	Icy Dock	LG Consumer	QNAP	Siig	Western Digital
HP Business	IOGear	Manhattan	Samsung SSD	Startech.com	
HP Commercial	KeySmart	Micron	SanDisk	Thermaltake	

**Digital Display**

Chief Mfg.	Epson America	Kensington	Microsoft Surface	Poly UC	Startech.com
Cisco Systems	Ergotron Inc.	Lenovo	Mobile Pixels	Razer USA	<i>Steelcase, Inc.</i>
Coolermaster	HP Business	LG Commercial	Mount-It!	Samsung Consumer	Supersonic
Corsair	HP CarePack	LG Consumer	MSI	Samsung IT	Targus
DaLite	HP Commercial	Logitech	Naxa	Sharp/NEC Display Solutions	Tripp Lite
Datacolor	HP Consumer	Manhattan	Neat	Siig	Vaddio
Dell Commercial	Joy Systems, Inc.	MantelMount	Peerless AV	SMK-Link	ViewSonic
Elitescreens	Kanto Living Inc.	Merlyn Mind	<i>Philips TPV</i>	Sonos, Inc.	

**Home & Outdoor**

Aura Air	Commercial Cool	Hoover	Logitech	Panasonic Consumer	Singer Sewing Co
Brentwood	Cricut	Instant Brands	Magic Chef	Positec	Spectrum Brands
Brother International	Dyson Inc.	Kaz Inc.	Molekule	Presto	Stanley Black & Decker
				Remington	
Brother Sewing	Ecovacs Robotics Inc.	KitchenAid	Omron Healthcare	Salton	Whitmor
Cleva	Hamilton Beach	Lasko Products	P3 International	SharkNinja	WorldMarketing

**Networking**

Cisco Annuity	Ergotron Inc.	HPE Storage	Manhattan	SonicWALL Licensing	Wilson Electronics
Cisco Meraki	<i>Extreme Networks, Inc.</i>	HTC	MSI	Sophos UTM	YeaLink
Cisco SMARTnet	HP CarePack	Intel Corp.	NETGEAR	Startech.com	ZyXEL Communications
Cisco Systems	HPE Ent Aruba CarePack	IOGear	Poly UC	TP-Link	
D-Link Business	HPE Aruba	KeySmart	QNAP	TRENDnet	
D-Link Consumer	HPE ISS Carepack	Lenovo	Siig	Tripp Lite	
Eaton Corporation		Linksys	SonicWALL	Ubiquiti Networks Commercial	

**Office & School Supplies**

Belkin	EPOS	Lenovo	Mount-It!	Startech.com	Wilson Electronics
Brother International	Harman Professional Solutions	Lipper	Neat	Targus	YeaLink
C2G	Jabra	Logitech	Panasonic Consumer	Texas Instruments	
Casio	Kensington	Metropolitan Vacuum	Royal Consumer	Vaddio	
Cisco Systems		Mobile Pixels	Samsill	ViewSonic	

**Power Protection & Batteries**

APC by Schneider Electric	C2G	HPE ISS BTO	Startech.com	Western Digital	
Belkin	Cyberpower	Kensington	Tripp Lite		
	Eaton Corporation	Southwire	Vertiv		

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

**AIM – Solution Architecture Model**

**ASSESS**

- Consult
- Survey
- Analysis
- Testing

Pre-sale service to validate solution, inspect environment, gather data, and discuss business goals to ensure successful outcome.

**IMPLEMENT**

- Configuration & White Glove
- Installations & Deployments
- Network & Server Migrations
- Virtual/Cloud Migrations
- Tenant End Point Migrations

Service to employ and activate the solution, train users, and ensure solution utilization and consumption.

**MANAGE**

- Device Support Services
  - Extended Warranty
  - Device as a Service
- Managed Support Services
  - User Support
  - Security Support
  - Infrastructure Support

Post-sale service to provide monitoring and remediation, preventative maintenance and ongoing user support for the solution.

**AIM SOLUTION ARCHITECTURE**

**Modern Solutions**

- ✓ Modern Infrastructure: Hybrid, White Glove
- ✓ Modern Security: WPI, Firewall, EDRP
- ✓ Modern Applications: SaaS, Cloud
- ✓ Modern Collaboration: ProAV, Unified Comm

Solutions & Services, By Category & OEM

D&H [www.dandh.com](http://www.dandh.com)

**AIM – Modern Workspace Solutions**

**Device Support**

- Extended Warranty (EWP)
- Lifecycle Management
  - Device as a Service (DaaS)

**User Support**

- MaaS
- Managed Desktop Services
  - Support, Monitor, Protect, Secure

**Pre-Sale Support**

- End User Needs
- Device Selection – OS & HW
- Cloud Applications
- Lifecycle Term – OpEx & CapEx
- Quantity & Implementation Schedules

**Configuration Services**

- Enrollment/ OS Provision
- Asset Tag
- Laser Etch

**Deployment Services**

- Green Ship
- IMAC/ Asset Disposition

**XaaS SOLUTION BUILDER**

Microsoft acer AMD DELL Technologies Microsoft Surface hp intel Lenovo Google

D&H [www.dandh.com](http://www.dandh.com)



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.

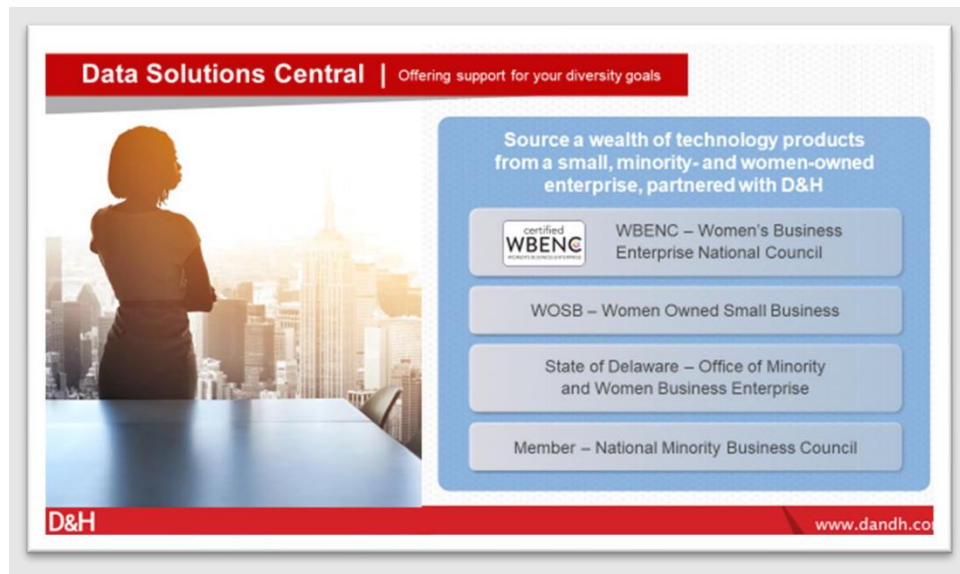


The flood of flexible work models has invited a tidal wave of cyber-attacks! The common trend has shifted the complex responsibility of protecting IT infrastructure, devices and data to managed service providers (MSPs). D&H security experts are helping to design the right combination of hardware, cloud 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.



**Data Solutions Central** | Offering support for your diversity goals

Source a wealth of technology products from a small, minority- and women-owned enterprise, partnered with D&H

- certified **WBENC** | WBENC – Women’s Business Enterprise National Council
- WOSB – Women Owned Small Business
- State of Delaware – Office of Minority and Women Business Enterprise
- Member – National Minority Business Council

D&H | www.dandh.co

### 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!*



## 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 Pre-Sales Technical Engineering Support**



[www.dandh.com/  
Techsolutions](http://www.dandh.com/Techsolutions)  
[www.dandh.com/  
Solutionslab](http://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.

D&H Distributing Co.

Potential Vendor: \_\_\_\_\_

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:  
*Brett Schwab*  
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.

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### Fingerprint & Criminal Background Checks

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

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

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

DocuSigned by:  
*Erit 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*  
503617180A97E25

\_\_\_\_\_  
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](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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

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

Does vendor agree? 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



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

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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:  
*Brett Schwab*  
DC813119C4F24E3

Corporate Counsel

12/13/2024

**Authorized Signature and Title**

**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  
DC81319C4F24E3  
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:  
*Brett Schwab*  
DC813119C4F24E3...

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Signature of Procurement Agent

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

### Public Agency Instructions

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

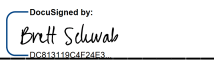
Required Pursuant To N.J.S.A. 19:44A-20.26

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

**Part I – Vendor Information**

Vendor Name:	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.

  
Signature Brett Schwab Printed Name Brett Schwab Title Corporate Counsel

**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)





**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 Executive}

County Clerk

Surrogate

Sheriff

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

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

**PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

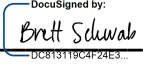
Subchapter S

Corporation

Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2__.	<div style="text-align: center;"> <small>DocuSigned by:</small>    <small>DC813119C4F24E3...</small> </div> <hr/> (Affiant)
(Notary Public)	Brett Schwab                      Corporate Counsel <hr/> (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

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

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

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

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

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

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

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

### **Equalis Terms and Conditions Exceptions**

- **Article 1.4 Customer Support:** Article 1.4 will be rewritten as follows:
  - o “Vendor shall provide timely and accurate presales support to Members that purchase directly from Vendor.”
  
- **Article 4.2 Form of Contract:** The Article will be rewritten as follows:
  - o “If a Member is seeking to purchase directly from Vendor, that Member may need to sign-up for a new account with Vendor which involves an additional credit check and web agreement terms. In addition, each Member purchasing directly from Vendor will need to sign a Reseller Agreement with Equalis-specific terms. Those terms will largely depend on the agreed-upon terms between Vendor and Region 10 ESC/Equalis Group.”
  
- **Article 7.2 Inspection & Acceptance:** Article 7.2 will be rewritten as follows:
  - o “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:
  - o “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:

- o “Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Vendor will alert Region 10 ESC as soon as commercially reasonable. It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC.”
- **Article 9.3 Additional charges:** Article 9.3 will be rewritten as follows:
  - o “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:
  - o “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:
  - o “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:
  - o “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:
  - o “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:
  - o "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:
  - o "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:
  - o "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 or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- **Article 13.6 Insurance:** The first sentence in Article 13.6.1 will be replaced with:
  - o "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:
  - o "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

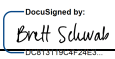
DocuSigned by:  
*Brett Schwab* Corporate Counsel  
DC813119C4E24E3  
Authorized Signature & Title



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

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

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



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

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