

# **Cobb County Information Services Technology Product Solutions and Related Services**

**Sealed Bid # 23-6692**

Cobb County Purchasing Department  
122 Waddell Street NE  
Marietta, GA 30060



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*Cobb County...Expect the Best!*

## REQUEST FOR PROPOSALS

**Sealed Bid # 23-6692**  
**Technology Product Solutions and Related Services**  
**Cobb County Purchasing Department**

Bid Opening Date: October 13, 2022

**Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern**

**Join from meeting link**

**<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6>**

**Meeting number (access code): 2317 292 4027**

**Meeting password: fxZKmmi3p93**

**Join by phone**

**+1-415-655-0004 US Toll**

**Proposals Are Received in the Cobb County Purchasing Department**  
**122 Waddell Street NE**  
**Marietta, GA 30060**

**Before 12:00 (Noon) By the Bid Opening Date**

**Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm**  
**122 Waddell Street NE**  
**Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID**  
**(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: Presidio Networked Solutions LLC

ADDRESS: 3340 Peachtree Road, Suite 2700  
Atlanta, GA 30326

REPRESENTATIVE: Jackie Arnett, Contracts Director

PHONE: 812-342-6188 FAX: \_\_\_\_\_

E-MAIL jarnett@presidio.com

**NOTE:** The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

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## BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO:  
Cobb County Purchasing Department  
122 Waddell Street NE  
Marietta, GA 30060

**BID/PROJECT NUMBER: 23-6692**  
**Request for Proposals**  
**Technology Product Solutions and Related Services**  
**Cobb County Purchasing Department**

**DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

### BUSINESS NAME AND ADDRESS INFORMATION:

**Company name:** Presidio Networked Solutions LLC

**Contact name:** Catherine Bowen, Account Manager

**Company address:** 3340 Peachtree Road, Suite 2700 Atlanta, GA 30326

**E-mail address:** cbowen@presidio.com

**Phone number:** 404-381-1418 **Fax number:**

### NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Jackie Arnett	Contracts Director
_____ (PLEASE PRINT/TYPE) NAME	_____ TITLE

**SIGNATURE OF OFFICER ABOVE:** Jackie Arnett  
(SIGNATURE)

TELEPHONE: 812-350-0808 FAX:

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Net 30 Days

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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## 1 COVER LETTER (2 PAGE LIMIT)

October 13, 2022

Cobb County Purchasing Department  
122 Waddell Street NE  
Marietta, Georgia 30060

**Reference: *Technology Product Solutions and Related Services*  
*Request for Proposals (RFP): Sealed Bid # 23-6692***

Dear Cobb County:

Thank you for giving us the opportunity to respond to the above-referenced solicitation. Cobb County (County) is seeking to establish a Master Agreement offering technology products and services to participating public agencies nationally. Presidio Networked Solutions LLC (Presidio) understands the terms and conditions of the scope of services and can provide the County with the products and services desired that will meet or exceed your expectations.

Presidio is one of the largest and most adept providers of advanced technology solutions and services. We are passionate about driving results for our clients, delivering the highest quality of products and services to help them unlock the unlimited potential of a completely connected world. We recognize that in today's business climate, IT investments need to be strategic and practical to have immediate impact. Our holistic approach blends experience and expertise with proven processes and technologies to satisfy our clients' technical business objectives, providing significant value differentiation.

We provide global digital services and solutions, which accelerate business transformation through secured technology modernization. Our teams of engineers and solutions architects with deep expertise across cloud, security, networking, and modern contact center infrastructure help customers acquire, deploy, and operate technology that delivers impactful business outcomes. Presidio is a trusted strategic advisor with a flexible, full lifecycle model of professional, managed, support, and staffing services to help execute, secure, operationalize, and maintain technology solutions.

Presidio commits resources and makes significant investment with select strategic partners to achieve broad and deep sets of technical capabilities. By combining this expertise with our standard engagement framework and results-oriented focus, we deliver successful solutions to solve client challenges. We hold the highest-level reseller partnerships and engineering certifications in the industry, spanning 90% of the technology practices and products available today in the marketplace. These partnerships enable Presidio to provide customers, at competitive rates, with products and services meeting or exceeding industry's stringent standards.

Our long-term industry relationships, highly skilled and certified engineering staff, and over 30-year history of financial stability and growth allow us to compete at the top of the IT market.

We collaborate only with technology providers who drive innovation and are indisputable leaders of the IT industry. To develop the engineering expertise our clients expect, we place our trust in a limited set of strategic partners rather than the entire universe of manufacturers. Presidio's expertise in our partners' technologies elevates us to the top tier of all solution providers and ensures we deliver the highest quality of service to our clients. Not only does Presidio provide an important route-to-market for each of our strategic partners, but we also provide valuable insight



that helps our partners develop innovative technologies to address the complex challenges facing end users.

Presidio can provide quality products at competitively low prices because we hold the highest industry certifications from our original equipment manufacturers (OEMs). We maintain a portfolio of more than 500 OEM relationships, providing a comprehensive listing of 1,800 products. Presidio can add OEMs and products to our portfolio to meet our clients' ever-changing current and future technology challenges.

### **Authorized Representatives**

Presidio's designated Account Manager for the County is Catherine Bowen. She is the primary point of contact concerning our proposal content. Her direct contact information is:

**Presidio Networked Solutions LLC**

Catherine Bowen, Account Manager

Phone: 404-381-1418 | Cell: 404-654-7805 | E-mail: [cbowen@presidio.com](mailto:cbowen@presidio.com)

As Contracts Director, I am authorized to sign contracts on behalf of Presidio and will be the point of contact for any negotiations and contractual content. My direct contact information is:

**Presidio Networked Solutions LLC**

Jackie Arnett, Contracts Director

Phone: 812-342-6188 | Cell: 812-350-0808 | E-mail: [jarnett@presidio.com](mailto:jarnett@presidio.com)

If you have any questions or concerns regarding our proposal submission, please contact Catherine Bowen via the phone number or email address provided above.

Sincerely,

A handwritten signature in blue ink that reads "Jackie Arnett".

Jackie Arnett  
Contracts Director



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## 2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

### ***Response:***

Cobb County is seeking to establish a Master Agreement offering technology products and services to participating public agencies nationally. Presidio understands the terms and conditions of the scope of services and can provide the County with the products and services desired that will meet or exceed your expectations.

Since 2016, Presidio has been a valued partner to Cobb County. We have worked with the County on projects of all sizes. The most current project completed for the County was the design and deployment of the data center network. Because of our strong relationship, we believe we have the knowledge and expertise needed to provide the support and trusted advice to make all future projects as successful as previous ones.

Presidio specializes in designing, implementing, and managing agile, secure digital platforms that enable customers to move their businesses at a faster pace and innovate in the way they interact with their customers, employees, and partners. We also provide services to ease procurement globally with a suite of flexible financing and consumption options.

We have broad and deep expertise across data, applications, infrastructure, user experience, and operations. Our personnel are experts, thinkers, and doers, focused on accelerating our customers' IT investments. We work hard to maximize your return on investment in the shortest time possible. Presidio's is known for its best-in-class experience, expertise, and execution.

We provide global digital services and solutions, which accelerate business transformation through secured technology modernization. Our teams of engineers and solutions architects with deep expertise across cloud, security, networking, and modern data center infrastructure help customers acquire, deploy, and operate technology that delivers impactful business outcomes. Presidio is a trusted strategic advisor with a flexible, full lifecycle model of professional, managed, support, and staffing services to help execute, secure, operationalize, and maintain technology solutions.

We provide clients, such as Cobb County, with a complete range of professional services and products to support the full scope of information technology requirements. The County will find what differentiates us from the competition is the cumulative experience and knowledgebase gained from years of delivering services successfully, on time, and within budget. The evidence is Presidio's highly satisfied customer base. A true technology integrator since 1986, with revenues

### **With Presidio you get:**



The convergence of decades of IT knowledge with visionary ultra-modern cloud talent



Local project delivery backed by a global cohesive team of experts at the ready



Customer-obsessed services professionals who measure success in your terms

in excess of \$3.7 billion, our annual growth reflects close partnerships with enterprise clients and an unyielding commitment to our customers.

Presidio has developed an E-Commerce solution called MyPresidio that Cobb County can take advantage of at no additional cost in order to:

- View products and pricing
- Create or request quotes
- Submit purchase orders
- Track orders and Invoices
- Stay up to date on support contracts and renewals.

MyPresidio is flexible in how a customer wishes to use it but in no way takes away from the personal experience the County can expect from Presidio's pre-sales support staff as well as our service staff after the sale.

Our most valuable clients view Presidio as an extension of their organization. We work proactively with them to identify opportunities and apply technology solutions to resolve business challenges, lower costs, and improve business processes. Our clients tell us the Presidio difference can be explained in three words:

***Experience:*** Decades of hands-on, practical experience building and managing best practice infrastructure solutions.

***Expertise:*** More than 1,900 certified engineers who hold more than 7,000 individual technical certifications and are true experts in their chosen specializations.

***Execution:*** Proven project and managed service delivery methodologies, proprietary tools to ensure operational excellence, and the highest quality service for our clients.

The County can have confidence in Presidio as partner with experience, expertise, and execution.

### 3 COMPANY BACKGROUND/ PROFILE

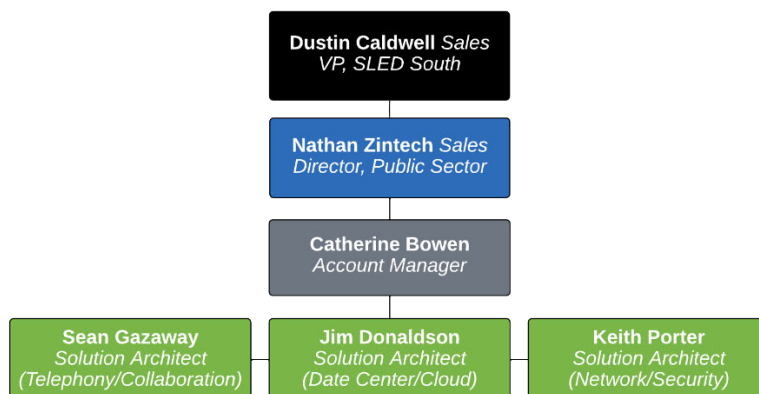
Provide information on company background to include the following:	
a. Legal name	Presidio Networked Solutions LLC
address	3340 Peachtree Rd., Suite 2700 Atlanta, GA 30326
phone and fax numbers	404-654-7805
e-mail	cbowen@presidio.com
Federal ID#	58-1667655
and website address	<a href="http://www.presidio.com">www.presidio.com</a>
b. Date business was established under current name.	06/30/2015
c. Size of company including the total number of employees.	Presidio is a large business with 3,300+ employees
d. Type of ownership or legal structure of business	Limited Liability Company
e. Has the company ever failed to complete work for which a contract was issued?	No
If yes, explain the circumstances.	
f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?	Presidio does not have any pending litigation, civil or criminal actions pending against the firm, or any key personnel related in any way to contracting.
g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.	No
h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.	Presidio provides sample Statement(s) of Work and Master Agreement to reflect additional agreements that may require signature by the customer based upon the individual requirement as attachments at the end of our response.

#### 3.1 (XXXVI. PROJECT TEAM)

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

**Response:**

Because this RFP is seeking partners to provide a global catalog of products and services and is not specifically for an identified project, Presidio provides an organizational chart for the pre-sales support team in Exhibit 1.



### Exhibit 1. Presidio Pre-Sales Support Team Organizational Chart

Our process for assigning Project Managers, Delivery Engineers and Support Staff is based on the unique requirements of a project. For instance, if the project involves deploying a new phone system for the County, Presidio selects a project team with specific expertise in unified communications. If the project was for a cybersecurity assessment, the team is made up of members from our Cyber practice as well as network and data center specialists as needed.

PROPOSED PROJECT PERSONNEL AND PROPOSED PROJECT TITLE	YEARS OF EXPERIENCE	BACKGROUND
<b>Catherine Bowen,</b> Account Manager	11	Public Sector Account Manager in Georgia. Two years with Presidio as an Account Manager.
<b>Charlie Pierce,</b> Capture Manager	35+	Knowledgeable Account Manager working with public sector customers in Georgia. Eight years with Presidio as a Sr. Account Manager and National Capture Manager.
<b>Jim Brubaker,</b> Business Development Manager, Managed Services	30+	Over three decades of IT experience with 10+ years of managed service delivery for public sector and Fortune 50 companies. Almost three years as a Business Development Manager for private and public sector accounts.
<b>Dan Buckley,</b> Digital Sales Account Executive	26	Over 26 years' experience in the IT Industry working with the Commonwealth of Massachusetts, VMWare, and Presidio. Expertise includes modern data center, virtualization, cloud, and digitalization.
<b>Jeff Comer,</b> Cybersecurity Business	14+	Experienced in cybersecurity with Dell/EMC, Symantec, Varrow, Sirius Computer Solutions, and Presidio.
<b>Kim Scott,</b> Director, Professional Services	20	Two decades of Senior/Architect network and security experience. Ten years of leadership experience managing network, security, and mobility engineering skill sets and projects.

PROPOSED PROJECT PERSONNEL AND PROPOSED PROJECT TITLE	YEARS OF EXPERIENCE	BACKGROUND
<b>Jim Donaldson,</b> Solution Architect (Data Center/Cloud)	40+	A highly skilled senior data center expert with broad in-depth industry knowledge, both as a user and as a value-added reseller. Over 40 years of experience. Able to adapt to new product lines and technologies quickly and effectively. Strong technical skills coupled with effective management and sales skills. Able to operate at any level of a project or business requirement.
<b>Sean Gazaway,</b> Solution Architect (Telephony/Collaboration) CCNA, CCDA, CCVP	20+	Relevant experience includes working in managed services and professional services environments. Areas of expertise include advanced WAN routing design, multicast networks, and multisite voice and data solutions. Technologies include unified communications, routing, switching, and advanced services. Project experience consists of single and multi-site unified communications, contact center scripting, and advanced Cisco unified communications applications.
<b>Keith Porter,</b> Solution Architect (Network/Security)	30+	Strong, seasoned leader and consultant who is highly technical and business value focused. Leads a diverse range of teams from highly technical consulting engineers to teams with diverse skills across different specializations. Primarily focused on networking and security technologies, but also direct design, implementation, and hands-on experience at the application, database, virtualization, and operating systems layer.

**Exhibit 2. Key Personnel Table**

### **3.2 (XXXVII. SMALL AND MINORITY BUSINESS PARTICIPATION)**

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

***Response:***

Presidio understands and will comply.

Presidio, founded as a Woman-Owned Small Business in 1986, has grown into a \$3.7 billion company that supports and clearly understands the importance of subcontracting with Minority- and Woman-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs) whenever opportunities arise for small entrepreneurship to be successful.

Note: Presidio is not a certified MWBE or LDB.

### **3.1 (XXXVIII. SPECIAL TERMS AND CONDITIONS)**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

***Response:***

Presidio understands and will comply.



## 4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- a. Scope of services/contract description.
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

### ***Response:***

Below are references for public sector customers including Cobb County's new data center buildout. We have also listed two references for contracts we hold with customers similar to the scope of this RFP for a product and services catalog.

Fulton County Government 18RFP110617B-BR	
a. Scope of services/contract description.	Fulton County Government Network/Security Refresh: Presidio implemented a Cisco/Meraki countywide network for Fulton County to replace an aging Cisco infrastructure. The project included other components such as upgrading security system infrastructure, network, and application segmentation.
b. Dollar value of contract.	\$5 million
c. Assigned project personnel.	Project Manager – Bryan Bracey Project Manager – Sabrina Grant Sr. Solutions Architect – Keith Porter Lead Network Engineer - Derek Favors Lead Wireless Engineer - Maeen Khan Lead Cyber Security Engineer – Viet Nguyen
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Ed Johnson, Program Manager - (404) 612-1721, Ed.Johnson@fultoncountyga.gov

Cobb County Network Services 21-6562	
a. Scope of services/contract description.	Cobb County Government Data Center Design/Data Center Network Implementation: Presidio helped design the new data center for Cobb County, provided project management for the buildout of network/storage/compute for the

Cobb County Network Services 21-6562	
	data center. Presidio also implemented the Cisco Data Center Network and associated components.
b. Dollar value of contract.	\$1.5 million
c. Assigned project personnel.	Project Manager – Sean Seltzer Sr. Solutions Architect – Jim Donaldson & Destry Watson Lead Network Engineer – Van Nguyen
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.	John Harwood – Technology Services Manager – 770-528-8779, john.harwood@cobbcounty.org

Georgia Department of Administrative Services (GA DOAS) Contracts	
a. Scope of services/contract description.	GA DOAS: Presidio holds several statewide contracts through DOAS that are similar to the scope of this RFP. We are on the Software and Services Contract as well as the Audio-Visual state contract for products and services.
b. Dollar value of contract.	99999-SPD-SPD0000060-0002 Software and Services - \$15 million 99999-SPD-SPD0000048-0001 Audio Visual - \$5.5 million
c. Assigned project personnel.	Erik Hayko – Contracts Manager Catherine Bowen – GA SLED Account Manager
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Donnie Treadway - Contract Management Specialist – 404-463-0824 – <a href="mailto:donnie.treadway@DOAS.GA.GOV">donnie.treadway@DOAS.GA.GOV</a>

City of Atlanta IFB-G 1220074-1	
a. Scope of services/contract description.	City of Atlanta: Presidio provides IT hardware/software and supplies for the City of Atlanta.
b. Dollar value of contract.	New Contract – Potential \$3 million
c. Assigned project personnel.	Erik Hayko – Contracts Manager Catherine Bowen – GA SLED Account Manager
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Benita Joseph, BRMP, ITIL Chief Administrative Officer, City of Atlanta 404.546.1194 - Bjoseph@AtlantaGA.gov

North Carolina Dept. of Health and Human Services #3006141901245	
a. Scope of services/contract description.	<p>NC Dept. of Health and Human Services:</p> <p>Presidio was hired to refresh the wireless and wired LAN at Central Regional Hospital. Special considerations were made due to COVID and to accommodate the general needs of hospital uptime.</p> <p>Presidio is the customer's preferred partner for many large IT and networking projects.</p>
b. Dollar value of contract.	\$2.2 million
c. Assigned project personnel.	<p>Jason Fraley – Project Manager</p> <p>David Oates – Enterprise Networking Solutions Architect</p> <p>David James – Collaboration Solutions Architect</p>
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Customer has requested to be contacted only through arrangement with the Presidio Account Manager, Mary Steindl, Sr. Account Manager, 919-228-6129, msteindl@presidio.com.

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## **5 PRODUCT INFORMATION/SERVICE CAPABILITY**

a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?

***Response:***

Presidio has over 2,000 engineering experts located in all of our 40+ U.S. offices. These experts are available to assist customers with technical issues that go far beyond the support and warranty services of our manufacturers. Presidio engineers are qualified to help solve customer issues that may cross the boundaries of any single manufacturer. They can diagnose and identify issues that in many cases are not confined to a single manufacturer's component.

These services are provided in flexible ways to meet a customer's unique requirements and budgets. These include:

- Managed Services – where Presidio monitors the customer's environment and responses to issues proactively.
- Service Contracts and Staffing Services – where having a Presidio badged engineer on-site is appropriate.
- Time and Materials – where minimum Service Level Agreements (SLAs) and best effort responses are needed.

Concerning break/fix services and repairs, Presidio relies on our manufacturer partners' warranty and support contracts to provide the most efficient support available. Manufacturer service centers are located in every state in order to meet their SLAs under support contracts and for pickup and delivery of their branded equipment. The manufacturer dispatches a field engineer located within their service area and has the needed parts shipped via commercial carrier (e.g., UPS, FedEx) to be on-site when the engineer arrives. The specific number of service centers in each state depends upon the manufacturer's determination of where they need to be located in order to meet the SLA with the customer.

b. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

***Response:***

Payment terms are Net 30 and the payment method is cash, check, or wire transfer. The price included reflects a 3% discount for payment by cash, check, or wire transfer. This discount will not apply in the event that a client pays using a credit card or debit card.

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## **6 PRICING**

a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)

- o Manufacturer part #

- o Supplier's Part # (if different from manufacturer part #)

- o Description

- o Manufacturer's Suggested List Price and Net Price

- o Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

### ***Response:***

Presidio takes exception to the pricing requirement that Presidio provides to include credit card fees. The pricing provided by Presidio reflects a percent discount off MSRP for payment by cash, check or wire transfer. The fee for purchases made by credit card or debit card will be added to the cost of those transactions

b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).

### ***Response:***

The discounts off the manufacturer suggested retail price (MSRP) that we include on our price sheet are the minimum discount a customer can expect to receive. Normally, factors such as the size of the project, and negotiations between Presidio, the customer, and the manufacturer will lead to additional discounts. It is standard practice for Presidio to pass along any additional discounts we receive from the manufacturer to the customer.

c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

### ***Response:***

Acknowledge. Presidio can provide leasing/financing terms but it is handled on an order-by-order basis due to the unpredictability of interest rates at this time.

At times, refurbished equipment is available if the customer requests it. In those instances, pricing will be based on the price Presidio receives for that equipment.

Usually, trade-in discounts are provided by the manufacturer and will be passed on to the customer when available.



## **7 FINANCIAL STATEMENTS**

Proposers shall submit a recent history of financial solvency and provide the following:

a. **Financial Statement:** Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

### **7.1 FINANCIAL STATEMENT**

***Response:***

Presidio has completed the Financial Evaluation Ratio Spreadsheet and included it as a separate attachment.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

***Response:***

In lieu of the financial statement, Presidio has submitted the Financial Evaluation Ratio Spreadsheet as a separate attachment.

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

***Response:***

Presidio has never filed for bankruptcy, voluntarily or involuntarily.

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## **8 NATIONAL CONTRACT**

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

### **8.1 RESPONSE TO ATTACHMENT A, EXHIBIT A, OMNIA PARTNERS RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

#### **SUPPLIER RESPONSE**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

#### **8.1.1 (3.1 COMPANY)**

A. Brief history and description of Supplier to include experience providing similar products and services.

#### ***Response:***

Presidio is a global digital services and solutions provider accelerating business transformation through secured technology modernization. Extensive teams of engineers and solutions architects with deep expertise across cloud, security, networking, and modern data center infrastructure help customers acquire, deploy, and operate technology that delivers impactful business outcomes. Presidio is a trusted strategic advisor with a flexible, full lifecycle model of professional, managed, and support and staffing services to help execute, secure, operationalize, and maintain technology solutions.

Presidio is a global digital solutions provider that services approximately 11,000 engagements and 6,600 clients across a broad range of industries in the United States and abroad. Our over 2,000+ engineers assist our clients in designing, procuring, implementing, and managing IT infrastructures. We provide services to our predominantly middle-market client base covering cloud, modernizing infrastructure, workforce transformation, and security, including networking, data centers, mobility, security, collaboration, and contact centers.

Some of our business units date back to 1985, and since inception, we have grown from a regional, network-focused provider to a leading U.S. solutions provider to a global solutions provider that offers a comprehensive suite of IT infrastructure solutions. Our early focus was on expanding our regional presence and skill set expertise through both organic and acquisitive growth. By 2010, we had completed six acquisitions that complemented our core services businesses, which also expanded our presence to 33 offices in 18 states. Since 2010, we have completed several additional acquisitions, creating one of the largest IT services providers in the nation with offices throughout the United States and abroad.

On August 5, 2020, Presidio announced the acquisition of Coda Global, based in Dallas, TX, to strengthen Presidio's stance as a leading provider of secure, hybrid-cloud infrastructures. Coda Global's expertise, combined with Presidio's existing Cloud Group and our market-leading Infrastructure and Security Teams, enables Presidio to provide comprehensive hybrid cloud solutions that are unmatched in the industry. With this acquisition, Presidio's cloud-native consulting expertise guides organizations through every stage of the cloud journey, offering technology solutions to meet current business needs while providing the ability to scale as the business grows. From migrating legacy applications to the cloud to modernizing existing applications to delivering custom application development, Presidio positions its clients for secure, agile innovation.

On January 5, 2021, Presidio announced the completion of its acquisition of Arkphire, headquartered in Dublin, Ireland. Arkphire is a leading IT product procurement and services company serving customers internationally across more than 90 countries. The combined capabilities of Presidio and Arkphire create a new global IT solutions business with an ability to serve customers in all major markets. The combined entity creates a full services lifecycle business with global managed services capabilities for customers and stronger solution offerings and services capabilities for customers at scale.

On June 13, 2022, Presidio announced the completion of its acquisition of ROVE, a veteran-owned systems integrator that services enterprise, commercial, and public sector clients across the Southeast region of the U.S. This strategic acquisition bolsters Presidio's geographic presence in both North Carolina and South Carolina. In addition to expanded market and cross-selling opportunities, ROVE brings Presidio a world-class audio/visual practice.

On July 13, 2022, Presidio announced the strategic acquisition of CloudiX, a cloud solutions integrator with offices in Redmond, WA, Chennai India, and Dallas, TX. CloudiX brings Presidio complementary consultative sales capabilities with deep technical engineering and architectural expertise that will enhance our strengths in the market. This acquisition allows Presidio to expand its global business in professional services, cloud consumption and migration, managed services, DevOps and automation, application development, data and analytics, and artificial intelligence / machine learning.

<b>B. Total number and location of salespersons employed by Supplier.</b>
---

***Response:***

Presidio operates nationally and globally with over 3,400 employees in offices strategically located throughout the U.S. and worldwide. We deliver services to clients outside the U.S. through our subsidiary Arkphire and an international partner network reaching more than 160 countries. Presidio is licensed to do business in all 50 States.

Presidio's global offices are in Brazil, India, Ireland, Singapore, and the United Kingdom.

For the current list of office locations, see the following page at Presidio.com:

<https://www.presidio.com/locations/>

Presidio has robust pre- and post-sales support organization including Sales, Inside Sales, Solution Architects, Systems Engineers, and deployment personnel to design, architect, deploy, and provide post-deployment support.

Presidio has 1,099 full-time Sales Professionals. The table below provides a breakdown of sales professionals by role.

<b>ROLE</b>	<b>FULL-TIME SALES PROFESSIONALS</b>
Sales	541
Inside Sales	354
Pre-Sales Engineers	201
<b>TOTAL</b>	<b>1,099</b>

<p><b>C. Number and location of support centers (if applicable) and location of corporate office.</b></p>
---

**Response:**

Presidio's US Corporate Headquarters is located at One Penn Plaza Suite 2501, New York, NY 10119.

Presidio has 40+ locations across the US. Local sales, operations, and engineering support experts staff each location:

Little Rock Arkansas	Carmel, Indiana	Tulsa, Oklahoma
Pleasanton, California	Woburn, Massachusetts	Eugene, Oregon
Sacramento, California	Fulton, Maryland	Lake Oswego, Oregon
Pasadena, California	Caledonia, Michigan	King of Prussia, Pennsylvania
Centennial, Colorado	Wixom, Michigan	Pittsburgh, Pennsylvania
Glastonbury, Connecticut	Edina, Minnesota	Brentwood, Tennessee
Jacksonville, Florida	Ridgeland, Mississippi	Austin, Texas
Oakland Park, Florida	Charlotte, North Carolina	Houston, Texas
Orlando, Florida	Raleigh, North Carolina	Irving, Texas
Tampa, Florida	Morristown, New Jersey	Draper, Utah
Atlanta, Georgia	Hauppauge, New York	Reston, Virginia
Norcross, Georgia	Dublin, Ohio	Richmond, Virginia
Boise, Idaho	Cincinnati, Ohio	Madison, Wisconsin
Chicago, Illinois	Oklahoma City, Oklahoma	

Presidio also has seven global offices with locations in Brazil, Canada, India (2), Ireland, Singapore and the United Kingdom.

**D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.**

***Response:***

**FY Gross Revenues**

(in billions)

2021: \$3,113.5

2020: \$2,847.8

2019: \$3,026.1

**Tax ID No**

Presidio Networked Solutions LLC: 58-1667655

**Dun & Bradstreet Number**

Presidio Networked Solutions LLC: 15-405-0959

Attachment 4 inserted at the end of our response.

**E. Describe any green or environmental initiatives or policies.**

***Response:***

**GREEN: LIVING LIGHT ON THE EARTH**

Presidio takes these negative effects on the environment very seriously. We take the initiative and adapt to be a source for responsible solutions with the least environmental impact. Presidio's core business and company programs include:

- Conducting internal corporate environmental sustainability programs and supporting the use of local renewable energy sources to offset daily company energy consumption
- Renewing and recycling products and consumables
- Presidio's core business and corporate programs support achievement of company Environmental and Energy Sustainability (EES) Plan objectives by facilitating internal sustainability, renewal and recycling, and recovery of assets to reach the goal of "living light on the earth"

**INTERNAL SUSTAINABILITY PROGRAMS**

Presidio promotes and conducts formal and informal internal sustainability programs—from recycling to encouraging employee carpooling, to reducing waste through automation—to minimize negative impacts on the environment. For example, Presidio uses pay voucher and employee reimbursement automation to eliminate cost and waste in postage, paper, and packaging.

## PARTNERS AND SUPPLIERS

A significant way Presidio achieves our goal of facilitating innovative and environmentally sustainable operations is by our supplier selection. Using our Supplier Qualification and Evaluation, we select suppliers qualified by their prior successful business relationships, quality certifications, and sustainability criteria. The criteria include:

- Environmentally conscious solutions
- Creation of efficiencies and innovations in supplier products
- IT systems to conserve energy and natural resources through virtualization strategies
- IT solutions to minimize the need for travel
- Devices to measure, monitor, and manage energy consumption
- Ideas generated by people and organizations to help overcome social problems
- Sustainability as a committed component of company operations
- Collaboration with customers, industry groups, governments, non-governmental organizations, and employees to address global environmental issues
- Efforts or programs to minimize greenhouse gas emissions, (e.g., via network-enabled solutions, efficient products, and sustainable operations)
- Commitment to reducing waste in packaging, product manufacturing, and operations
- Commitment to creating products sourced, manufactured, and sold in an environmentally and socially responsible manner

Products and solutions offered by our partners and suppliers help businesses and government increase operational efficiencies and productivity, while reducing travel, waste, and energy consumption. By providing energy-efficient products with a long life, Presidio and our partners reduce energy consumption and resource depletion.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

### ***Response:***

Presidio believes in the importance of supplier diversity and is committed to ensuring that it is an integral part of our strategic sourcing, procurement, and sales processes. We know that both the success of our organization and society at large depends on including diverse business enterprises (DBEs) in the nation's economic growth. Our commitment is to maximize DBE participation through the development of mutually beneficial business relationships. Presidio is committed to maximizing the inclusion of Minority-, Women-, Veteran-, Service-Disabled Veteran-, Disabled-owned, and, Lesbian, Gay, Bisexual and Transgender (LGBT) owned businesses as well as businesses located in Historically Underutilized Business Zones (HUBZones) and Small Businesses. We accomplish this by:

- Sourcing goods and services from high-performing diverse businesses

- Embedding supplier diversity within our corporate culture
- Ensuring compliance with all aspects of supplier diversity spending requirements
- Integrating supplier diversity in procurement, sourcing, and sales strategic plans
- Focusing on efficiencies and continuous improvement
- Enhancing the economic vibrancy of the communities we serve
- Maintaining relationships with local, regional, and national diversity organizations (i.e., NMSDC, WBENC)
- Facilitating training on the philosophy, policies, and methodologies of supplier diversity

### **Mission**

The mission of Presidio's Supplier Diversity Policy is to identify, develop, and position diverse businesses to support our commercial ambitions while contributing to our social responsibility of improving the economies of the communities we serve.

### **Why is Supplier Diversity Important?**

In the US, supplier diversity initiatives were established across most industries to level the playing field in corporations and ensure equitable opportunities for diverse businesses.

At Presidio, supplier diversity is linked directly to the business we do with commercial and governmental organizations. It also:

- reflects our corporate vision and responsibility
- Supports our contractual requirements
- Aids in business growth
- Enhances our corporate brand
- Mirrors our global diverse customer and employee base

### **Presidio's Supplier Diversity Requirements**

Presidio is committed to providing subcontracting opportunities for small and diverse businesses. It is our policy to encourage the participation of these suppliers in our procurement, sourcing, and sales activities. In addition, as a contractor to the United States government, Presidio is required to comply with the provisions of the Small Business Act and Public Law 95-507.

By actively seeking opportunities for diverse businesses and meeting our supplier diversity goals, we are able to maintain our government and commercial contracts. If we fail to meet our supplier diversity goals, these contracts can be compromised. Additionally, our active participation in supplier diversity helps to position our company for future bids increasing revenues companywide.



## Qualifications

To qualify as a **Small Business**, a company must qualify as a small business as defined within the NAICS size standards established by the Small Business Administration (<https://www.naics.com/>).

To qualify as a **Woman-Owned Business**, the business must be at least 51% owned, controlled, and operated by a woman or group of women. A woman owner or female designate must also hold the highest office within the company on a day-to-day basis. The woman managing the day-to-day operations must possess industry expertise.

To qualify as a **Minority-Owned Business**, a company must be at least 51% owned, controlled, and operated by one or more U.S. citizens from any of the following ethnic groups: Asian American, Black, or African American, Hispanic American, or Native American.

To qualify as a **Veteran-Owned Business**, as defined in section 3(q) of the US Small Business Act (15 U.S.C. 632(q)) and by the Small Business Administration, the small business must be: (i) at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C. 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management and daily business operations are controlled by one or more veterans.

To qualify as a **Service-Disabled Veteran-Owned Business**, as defined in section 3(q) of the US Small Business Act (15 U.S.C. 632(q)) and by the Small Business Administration implementing SDVOSBC Program Regulations (13 C.F.R. 125), the small business must be at least 51% owned and controlled by one or more disabled veterans and the home office must be located in the United States (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business). A disabled veteran is a veteran of the U.S. military, ground, naval, or air service or a person who was discharged or released from active duty because of a service-connected disability.

To qualify as a **HUBZone Business**, as defined by the Small Business Administration, the small business must be controlled by a U.S. citizen with a principal office located in a HUBZone. Thirty-Five percent of its employees must also reside in a HUBZone.

To qualify as a **Small Disadvantaged-Owned Business**, a small business concern that is at least 51% owned and controlled by one or more disadvantaged persons. The disadvantaged person must be socially disadvantaged and economically disadvantaged.

To qualify as a person with **Disability-Owned Business**, a company must be at least 51% owned, operated, managed, and controlled by individuals with a disability or service-disabled veterans who are either U.S. citizens or lawful permanent residents.

To qualify as a **Lesbian, Gay, Bisexual, and/or Transgender (LGBT)-Owned Business**, a company must be a US-based business concern that is at least 51% owned, operated, managed, and controlled by an LGBT person or persons and have its principal place of business (headquarters) in the United States.

Note: State and Local Governmental diversity certifications may require additional qualifying criteria.

Certifications and verifications are accepted from:

- Women Business Enterprise National Council (WBENC)
- National Minority Supplier Development Council (NMSDC)
- Department of Veterans Affairs or National Veteran-Owned Business Association
- US Business Leadership Network (USBLN)
- Registration in the Federal System for Award Management or self-certification, if requested
- Small Business Administration (SBA)
- National Gay & Lesbian Chamber of Commerce (NGLCC)

Presidio also accepts certification by state/local agencies and entities, such as the North Carolina Department of Administration (NC HUB Certification), NYC DoITT, etc.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

**Response:**

Presidio does not hold any of the below certifications.

- a. Minority Women Business Enterprise  
☐ Yes ☒ No  
If yes, list certifying agency: \_\_\_\_\_
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
☐ Yes ☒ No  
If yes, list certifying agency: \_\_\_\_\_
- c. Historically Underutilized Business (HUB)  
☐ Yes ☒ No  
If yes, list certifying agency: \_\_\_\_\_
- d. Historically Underutilized Business Zone Enterprise (HUBZone)  
☐ Yes ☒ No  
If yes, list certifying agency: \_\_\_\_\_
- e. Other recognized diversity certificate holder  
☐ Yes ☒ No  
If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

**Response:**

Presidio is not using any subcontractors for this project.

**I. Describe how supplier differentiates itself from its competitors.**

***Response:***

We provide clients, such as Cobb County, with a complete range of professional services and products to support network infrastructure requirements. The County will find what differentiates us from the competition is the cumulative experience and knowledgebase gained from years of delivering services successfully, on time, and within budget. The evidence is Presidio's highly satisfied customer base. A true network integrator since 1986, with revenues in excess of \$3.7 billion, our annual growth reflects close partnerships with enterprise clients and an unyielding commitment to our customers.

Presidio serves clients through a unique, localized delivery model and differentiates on technical expertise and the superior breadth of our services and solutions. As the nation's leading IT infrastructure solutions provider, Presidio combines (i) the strategic vision, engineering capabilities, project management, and business acumen generally associated with the largest consulting firms, with (ii) the client service and long-term client partnership orientation of smaller system integrators. This specialized approach has helped drive consistent annual growth and a 98 percent client retention rate.

**J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

***Response:***

Presidio has had no failed projects, suspensions, debarments, or litigation that would adversely affect our ability to fulfill our obligations under this contract.

**K. Felony Conviction Notice: Indicate if the supplier**

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

***Response:***

Presidio is not owned or operated by anyone who has been convicted of a felony.

**L. Describe any debarment or suspension actions taken against supplier**

***Response:***

Presidio has had no failed projects, suspensions, debarments, or litigation that would adversely affect our ability to fulfill our obligations under this contract.




## 8.1.2 (3.2 DISTRIBUTION, LOGISTICS)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

### **Response:**

Presidio commits resources and makes significant investment with select strategic partners to achieve broad and deep sets of technical capabilities. By combining this expertise with our standard engagement framework and results-oriented focus, we deliver successful solutions to solve client challenges.

Presidio holds some of the highest-level reseller partnerships and engineering certifications in the industry, spanning 90% of the technology practices and products available today in the marketplace. These partnerships enable Presidio to provide customers, at competitive rates, with products and services meeting or exceeding industry's stringent standards.

Representative Alliances	Digital Transformation
Enterprise/Digital Infrastructure	
Cloud	
Security	

Our long-term industry relationships, highly skilled and certified engineering staff, and 30+-year history of financial stability and growth allow us to compete at the top of the IT market.

### **Presidio has extensive expertise in the following areas:**

- 5G, mobility, wireless, and migration solutions
- Cloud, hybrid cloud, and on-premises infrastructure environments
- Data and call centers
- Voice and video communications and data usage
- Network compliance and security

### **Other services Presidio offers are:**

- Managed Services
- Technology Financing
- Physical Security Services
- Smart Hands (Field Services)
- Cyber Security Services
- End User Computing (Virtual Desktop)

## Products and Services

- Cloud (Public and Private)
- Servers
- Storage
- Hyperconverged
- Backup
- Virtualization
- Collaboration
- Contact Center
- Network – Router
- Network – Wireless
- Network – Edge
- Network Core
- Security – Physical
- Information Security
- Antivirus
- Security Cameras
- Asset Management
- Mobile Device Management
- Telecom Services

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

### ***Response:***

Presidio has over 40 offices in the United States serving all states. We are happy to provide our products and services to all entities throughout the country. There are no additional requirements for serving clients in Hawaii, Alaska, and U.S. Territories.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

### ***Response:***

As one of the largest national IT integrators, we have strong relationships with all our suppliers, hold the highest partnership levels, and are eligible for the deepest discounts on their products and services. We leverage this economy of scale to provide our customers with the best pricing whenever possible.

Presidio identifies the Master Agreement / Contract number on the customer's quotation. It also reflects list price and net customer price per line item. Presidio's internal sales and ordering processes are ISO compliant. Our customers can rely upon the system's checks and balances to ensure accuracy of pricing.

**D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

***Response:***

All orders are handled by Presidio directly. Presidio provides multiple ways to place and track a client's orders. We have an extensive team of state, local, and education (SLED) dedicated Inside Sales Representatives (ISR) that clients can interact with by phone/fax or email to provide quotes and place orders. ISRs are assigned to specific accounts and have backup to assist customers when they are not available.

Presidio also offers an online portal called MyPresidio. MyPresidio offers self-serve options 24/7, which makes it easy and convenient to access the information our clients need. They can browse products, request quotes, and place orders. Clients can track the status of orders and shipments. Clients can review maintenance contracts and get renewal notifications. Clients can connect their eProcurement system to MyPresidio for a faster and more seamless experience. They can get insight into past, present, and future business with Presidio whenever and wherever they need it.

**E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

***Response:***

Presidio as a national integrator, does not warehouse inventory. We rely on our national/global distributors for the quickest and most efficient supply chain. We do have warehouses (see below) for customer equipment that needs to be stored and integrated during a project if needed.

We have over 10 years of experience navigating the global IT supply chain, so we understand that every customer is different in terms of geographical presence and budget allocation, which requires us to be adaptable and provide customized solutions. There is no one size fits all solution when it comes to global deployments, so our goal is to produce creative and flexible options that best fit your individual needs no matter where your offices are located or where your budgets are held.

Presidio has the capability to house customer's commonly used IT hardware in our US and overseas regions. We provide storage, staging, asset tagging, kitting services, and client specific custom tailored project services.

Presidio has several state-of-the-art facilities for equipment staging, pre-configuration, burn-in, and testing prior to product shipment, which enables us to offer preconfigured systems. These warehouses are in:

- Fulton, Maryland
- Hauppauge, New York
- Orlando, Florida

**Logistics Capacity**

Partners: DHL & FedEx Global Coverage with volume discount rates.

White Glove: Extensive 'White Glove' delivery service options available.

### **8.1.3 (3.3 MARKETING AND SALES )**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

***Response:***

At the corporate level, Presidio's Marketing Department maintains the Presidio brand assets to ensure that we are always presenting a modern, polished, and professional appearance in the marketplace. They deliver customer-facing marketing documents that include case studies, eBooks and whitepapers, workshops, and solution briefs. These are published at [Home - Presidio](#) and are readily available to update and inform current and potential customers of our product and service offerings.

In addition to corporate sponsored marketing, Presidio's SLED Division has a marketing resource dedicated to expanding the visibility of State contracts.

#### **CONTRACT MARKETING PLAN:**

Following contract award, Presidio's Contract Management and Legal Departments review the contract award and update our Sales/Accounting systems with the necessary documents and details to facilitate contract sales. This information includes the contract specific product and services catalog, delivery terms, invoicing and payments terms, identification of authorized customers, etc.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

***Response:***

#### **TRAINING AND CONTRACT ROLL OUT:**

Presidio has several options to notify the sales teams when a contract is awarded. These may include:

- An internal email blast with the announcement and directions to our internal website for additional information
- Training by the Contracts Management Team
- Announcement and training during internal Sales Quarterly Business Reviews (QBRs)

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:



**i. Creation and distribution of a co-branded press release to trade publications**

***Response:***

Presidio maintains a Press Release website to announce acquisitions, industry awards, C-Level additions, etc. With OMNIA's approval, we can issue press releases online and submit to industry specific, local, and/or regional print sources.

**ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**

***Response:***

Each contract has a link to the individual contract page that contains all of the information required for contract fulfillment and promotion.

Presidio's OMNIA website will contain all relevant contract usage details. Presidio leverages this tool to direct customer inquiries for general and specific procurement opportunities. The OMNIA website provides ordering instructions for ease of use. We believe this benefits all stakeholders because the customer can confirm they are eligible to buy under the contract, confirm pricing is current and competitive, easily conduct product and services research, navigate to various contracts, and confirm vendor performance.

Presidio leverages its years of experience and large geographically dispersed sales force to assist our customers with their procurement objectives by helping them identify contract vehicles that are easy to use and provide the best value and service delivery.

Each Sales Team serves a mixed customer base that may include state and local governments, education, health, non-profit organizations, and commercial clients. This approach ensures Presidio's clients are provided with ongoing professional sales support from their long-term trusted advisor. Many of Presidio's professional sales staff have been with the company for more than 10 years. These sales professionals leverage corporate tools, such as Salesforce, to maintain contact with their customer base to share the latest technological advances and assist them with drafting statements of work and budget requests. Part of this process may include assessing contract vehicles, such as national cooperative contracts, to facilitate the procurement process. Typically, our clients are directed to Presidio's public website where they can easily identify their options and conduct market research for price comparisons. Once on this website, the national contracts are highly visible and easily accessible to them.

Presidio's strategy is to identify the customer support staff at Presidio and to provide a customer self-service portal, MyPresidio, as described in previous sections.

**iii. Design, publication, and distribution of co-branded marketing materials within first 90 days**

***Response:***

Presidio understands that an award of a cooperative purchasing contract alone will not guarantee business. We will align our goals with OMNIA members including, but not limited to, simplified procurement, pre- and post-sales support, and partnering to overcome obstacles to implementing IT solutions. We realize our responsibility and the importance of communicating our products,



services, and solutions to the market. Through carefully planned marketing campaigns, we are confident we can generate business and success for OMNIA members and Presidio. We have demonstrated our marketing expertise effectively with other programs and contract vehicles, and we are well known for driving attendance to our customer events and seminars, becoming a preferred partner for these types of initiatives.

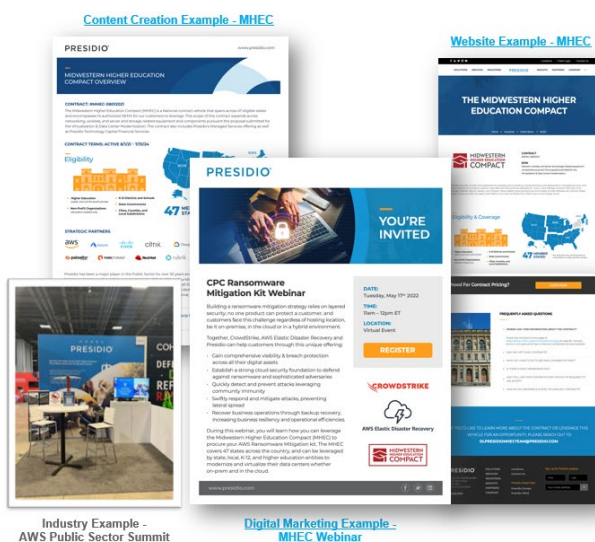
Presidio is positioned well to expand our products and services offerings throughout the U.S. significantly. Our goal is to be "deep and wide" with the products and services that we offer our customers and to be a trusted advisor and turnkey solution provider when we engage on complex projects. It is critical the contract holder is able to provide services and support around the solutions listed in the RFP. Presidio has made sure to invest with manufacturers in which we have the highest regarded services and support in the industry.

Presidio conducts significant business with Federal, state, and local government; K-12 and higher education; and non-profit clients nationwide. One of our primary goals if awarded will be to educate these customers on the benefits of using the Presidio OMNIA contract. Customers can take advantage of simplified procurement and partner with Presidio's Account Team to ensure successful adoption of their purchases. Presidio will make sure OMNIA members are aware of our pre-sales and post-sales support model. Our geographic presence in offices strategically located throughout the U.S. and worldwide enables us to support our OMNIA contract with nationwide coverage for sales, marketing, and technical support. We will call upon our experience with existing programs and contract vehicles and leverage our current customer base as a foundation. With our coverage model, expertise, and existing customer base, we will continue our growth momentum and bring new business through this contract.

Presidio views this contract opportunity as a strategic vehicle for continued success in bringing new solutions to our clients. We are confident we will continue substantial momentum and penetration in the Federal and SLED vertical with our solution offerings.

## Marketing Strategy

- **Website**
  - Our corporate website will include a dedicated OMNIA web page featuring the latest information and access to program and contract documentation.
- **Content Creation**
  - A highlight of Presidio's marketing strategy is focusing media placements (flyers, case studies, whitepapers, trade publications, blogs) on the benefits of our OMNIA Contract, which will drive visibility, awareness, and new business inquiries.
- **Digital Marketing**
  - The marketing team develops organic digital and social media campaigns, email campaigns, and webinars to educate clients on platform offerings and how to source these types of services through OMNIA.
- **Industry**
  - Our marketing plan may encompass outbound calling campaigns, advertising, clinics, seminars, demonstration facilities, and trade shows to present our products and services solutions offerings under this contract to potential customers.



iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

***Response:***

Presidio is committed to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement. Coordination for these events will be handled by our dedicated SLED Field Marketing team.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

***Response:***

Presidio is committed to attend and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners throughout the term of the Master Agreement. We commit to providing assistance to the overall promotion and marketing efforts for the Forum also. Coordination for these events will be handled by our dedicated SLED Field Marketing team.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

***Response:***

Our customer engagement model is a high-touch, local presence focusing on value-based solutions. Our national marketing team will lead our efforts to market the OMNIA cooperative purchasing contract through webinars to educate clients on platform offerings and how to source these types of services through OMNIA. Our marketing plan may encompass outbound calling campaigns, advertising, clinics, seminars, demonstration facilities, and trade shows to present our offerings under this contract to potential customers. We also advertise in various trade publications. Additionally, our corporate website will include a dedicated OMNIA web page featuring the latest information and access to program and contract documentation.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

***Response:***

**TECHNOLOGY AND DIGITAL DATA**

Presidio utilizes trusted platforms to analyze data and promote solutions and services. The marketing team develops organic digital and social media campaigns based on company focus,

sales goals, and customer needs. We measure the effectiveness of the marketing campaigns based on clicks, impressions, meetings, and total return on investment.

## MEDIA PLACEMENT

A highlight of Presidio's marketing strategy is focusing media placements on the benefits of our OMNIA contract, which will drive visibility, awareness, and new business inquiries. The following tables provide a sample of the media outlets in which Presidio is featured regularly.

MEDIA OUTLETS FOR COOPERATIVE PURCHASING		
NATIONAL	TECHNOLOGY TRADE	MARYLAND/WASHINGTON, D.C.
USA Today	Washington Technology	Washington Times
Associated Press	Federal Computer Week	Washington Business Journal
Reuters	Government Computer News	Washington Examiner
Washington Post		SmartCEO
Business Week		Bisnow on Business
Time		
Forbes		
National Public Radio		
FOX Business News		
CNN		
PBS		

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- \_OMNIA Partners standard logo;
- \_Copy of original Request for Proposal;
- \_Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- \_Summary of Products and pricing;
- \_Marketing Materials
- \_Electronic link to OMNIA Partners' website including the online registration page;
- \_A dedicated toll-free number and email address for OMNIA Partners

### **Response:**

Presidio acknowledges and will comply. Our corporate website will include a dedicated OMNIA web page featuring the latest information and access to program and contract documentation. Additionally, the listed requirements will also be featured on the site.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

### **Response:**

Presidio Sales will present the benefits of this contract to all customers during the pre-sales engagement. When the customer requests to use the contract as the procurement vehicle to facilitate their purchase, Presidio will help them become an OMNIA partner and process the order through our system referencing the OMNIA contract. All additional proposals and quotes will default to referencing the OMNIA contract unless the customer requests a change. Presidio will offer OMNIA contract to eligible agencies and assist our customers in making the best value decision based upon their current requirements.

PRESIDIO OWNED CONTRACTS		
CONTRACT NAME	CONTRACT NUMBER	DESCRIPTION OF CONTRACT
1GPA	21-02PV-06	Cyber Security Products and Services
1GPA	22-02PV-17	Technology & Audio Visual Solutions
1GPA	22-04P-07	Business Intelligence & Data Analytic Solutions
Allied State Cooperative (ASC) Texas Region	19-7332	Consulting, Contracting Staff Development & Related
Allied State Cooperative (ASC) Texas Region	22-7429	Technology, Hardware, Software, Services & Related
BuyBoard	661-22	Technology Equipment, Product, Services and Software
Department of Information Resources (DIR)	DIR-TSO-4112	Cloud Services which includes IaaS, PaaS & MaaS
Department of Information Resources (DIR)	DIR-TSO-4259	Data Storage, Data Communication & Networking Equipment & Related Services
Department of Information Resources (DIR)	DIR-CPO-4803	Cabling Installation (Telecommunication Equipment, Electrical Equipment, Cable, Wires, & Communication & Media Related Services
General Services Administration (GSA)	GS-35F-333GA	Federal Supply Schedule 70
Midwestern Higher Education Compact (MHEC)	MHEC-08012021	Virtualization and Data Center Modernization
MiCTA	179AN-TISA2018-0820	Telecommunications Master Service Agreement
MiCTA	172AN-MTTISAFB052022-0827	Telecommunications Master Service Agreement
NASPO	AR3113	Cloud Services for Software as a Service (SaaS)
TIPS	210503	Networking Equipment, Software and Services.
TIPS	220105	Technology Solutions, Products and Services

PRESIDIO IS AN AUTHORIZED RESELLER		
CONTRACT NAME	CONTRACT NUMBER	DESCRIPTION OF CONTRACT
Carahsoft INTERNET2 NET+ Splunk Program	I201-SPLK	Federal Supply Schedule 70
Carahsoft Technology Corp	GS35F0119Y	Federal Supply Schedule 70
DLT Solutions	GS35F267DA	Federal Supply Schedule 70
EC America Immix	GS35F0511T	Federal Supply Schedule 70
FedResults	47QTCA20D0019	Federal Supply Schedule 70
Genetec Inc.	47QSWA18D0050	Federal Supply Schedule 70
Promark Technology	GS35F303DA	Federal Supply Schedule 70
Synnex (f.k.a. Westcon)	GS35F0563U	Federal Supply Schedule 70
Synnex GSA	47QTCA19D00MM	Federal Supply Schedule 70
Tech Data Government Solutions	47QTCA21D00BD	Federal Supply Schedule 70
National Cooperative Purchasing Alliance (NCPA) Carahsoft	01-86	Software Products and Services
National Cooperative Purchasing Alliance (NCPA) Dell	01-42	Technology Solutions
National Cooperative Purchasing Alliance (NCPA) EC America	01-137	System and Information Management Software
National Cooperative Purchasing Alliance (NCPA) EMC	01-82	Data Storage, Cloud, Converged and Data Protection
National Cooperative Purchasing Alliance (NCPA) Fortinet	01-77	IT Security & Data Protection Solutions
National Cooperative Purchasing Alliance (NCPA) Promark	01-96	Advanced Technology Solution Aggregator
National Cooperative Purchasing Alliance (NCPA) Synnex	01-97	Advanced Technology Solution Aggregator
New Jersey School Board Association	E-8801-ACESCPS	Cyber
OMNIA Carahsoft	R191902	Educational Software Solutions and Services
OMNIA immixGroup	R190903	Software Solutions and Services
OMNIA Synnex	R200803	Cyber Security Solutions & Associated Products & Services
Synnex Equalis	EQ-013120-01	Technology Software, Equipment, Services and Related Solutions
The Quilt Consortium	MSA05012019-F	Network Services
The Quilt Consortium	EI00063-2021MA	E & I Cloud and Managed Solutions Contract
TIPS	210503	Networking Equipment, Software and Services
MHEC EMC	1312021	Virtualization and Data Center Modernization
MHEC HPE	12152020	Virtualization and Data Center Modernization

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

***Response:***

Presidio agrees to provide our logo to OMNIA Partners and will provide permission for reproduction for marketing purposes. We acknowledge the use of OMNIA's logo will require the same permissions.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

***Response:***

Presidio acknowledges and complies. Presidio sales and marketing are a proactive sales organization. Our sales methodology ensures our team is engaging actively with existing customers on an ongoing basis while pursuing new customers that can benefit from our products and services.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

***Response:***

Presidio acknowledges and complies. Training is a key component of our sales team's success. We are invested heavily in sales support staff, whose primary function is to ensure the account management teams are well informed about the contracts available to their customers. These include but are not limited to:



- Contracts and Compliance Team
- National Capture Team
- National Practice Business Development Specialist

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

**Response:**

Presidio will leverage the resources identified in the following section to ensure uninterrupted, high-quality performance and overall contract effectiveness.

	NAME/TITLE	EMAIL	PHONE
EXECUTIVE SUPPORT	Dustin Caldwell, Sales VP, SLED South	<a href="mailto:dcaldwell@presidio.com">dcaldwell@presidio.com</a>	407-641-0472
MARKETING	Ashley Cabrera, Senior Marketing Specialist SLED	<a href="mailto:acabrera@presidio.com">acabrera@presidio.com</a>	571-297-0954
SALES	Catherine Bowen, Account Manager	<a href="mailto:cbowen@presidio.com">cbowen@presidio.com</a>	404-381-1418
SALES SUPPORT	Nathan Zintek, Sales Director, Public Sector	<a href="mailto:nzintek@presidio.com">nzintek@presidio.com</a>	919-323-8079
FINANCIAL REPORTING	Dave Garr, Manager, Reporting and Business Operations	<a href="mailto:dgarr@presidio.com">dgarr@presidio.com</a>	561-701-8669
ACCOUNTS PAYABLE	Maya Belton, Finance & Accounting Manager	<a href="mailto:AP@presidio.com">AP@presidio.com</a>	407-409-8243
CONTRACTS	Jackie Arnett, Contracts Director	<a href="mailto:jarnett@presidio.com">jarnett@presidio.com</a>	812-350-0808

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**Response:**

Presidio's sales is organized into three teams - enterprise, commercial, and public sector (SLED). This structure allows our teams to focus on their distinct customer base to meet their unique needs.

All business conducted under this contract will occur under the public sector (SLED) vertical.

John Hanlon, Chief Revenue Officer, [jhanlon@presidio.com](mailto:jhanlon@presidio.com), 781-638-2314, is the executive responsible for all three verticals. He reports directly to the Presidio CEO, Bob Cagnazzi.

Kevin Fleurie, Sr. VP of State and Local Government, [kfleurie@presidio.com](mailto:kfleurie@presidio.com), 781-638-2291, reports to John Hanlon and is responsible for the public sector vertical.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

**Response:**

The Presidio Contracts and Compliance team will work directly with OMNIA Partners and its members to:

- Ensure implementation and service the national program
- Reporting and compliance with the terms of the OMNIA Partners contract

The Presidio National Capture team is responsible for:

- Educating the Presidio account team on the use of the OMNIA Partners contract
- Educating our original equipment manufacturer (OEM) partners concerning how the OMNIA Partners contract can help them expand their sales
- Provide use cases and references to prospective customers

The Presidio SLED Marketing Team is responsible for:

- Creating marketing collateral
- Webinars and events
- Website and eCatalog production and maintenance

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

**Response:**

As mentioned above, Presidio has a dedicated SLED Marketing Team.

Presidio also has a dedicated SLED Capture Team whose members are focused on promoting and expanding revenue through the national contracts we hold through OMNIA. The team is constantly expanding as demand for their services grows. Presently, it consists of:

**Two (2) National Capture Managers** with 40+ years of experience in Public Sector Sales. Their roles include regular interaction with our national contract partners, responding to RFPs for national and strategic contracts, and identifying gaps in contract coverage and creating solutions to fill those gaps.

**A Business Development Executive** whose responsibility is to train and promote the use of national contracts to the Presidio SLED sales team and their customers. This role is important as Presidio sees the trend in the use of national contracts in the industry.



A **Data Analysis Specialist** whose responsibilities include maintaining a database of references and use cases to be used by the sales team to promote the many successful projects Presidio has delivered across the country to public sector customers. The DAS is also responsible for monthly communication with the SLED Sales team about new contracts and tools to help them sell, highlight strategic wins and individual successes.

The Capture Team is closely aligned with our dedicated SLED Marketing Team to create materials, webinars, email communications to our customers. These tools will ensure all our customers know about the ease of use and advantages of using OMNIA for their procurement.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

***Response:***

Presidio's revenue from the public sector in FY21 was approximately \$1.5 billion.

It is not Presidio's customary practice to disclose customer contact information without their consent. We will be happy to assist in contacting any reference OMNIA Partners would like to speak with on a case-by-case basis.

Presidio's top 10 public agency customers for FY22 are:

- New York City Department of Education - \$236 million
- State of Illinois - \$71 million
- New York City Office of Technology and Innovation - \$53 million
- Oklahoma University Medicine - \$26 million
- Texas University Health System - \$23 million
- University of Central Florida - \$19 million
- Oregon Health and Science University - \$18 million
- Yale University - \$18 million
- Arkansas Division of Information Systems - \$17 million
- California Correctional Health Care Services - \$12 million

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

***Response:***

All orders are handled by Presidio directly. Presidio provides multiple ways to place and track a client's orders. We have an extensive team of dedicated Inside Sales Representatives (ISR) that clients can interact with by phone/fax or email to provide quotes and place orders. ISRs are assigned to specific accounts and have backup to assist customers when they are not available.

Presidio also offers an online portal called MyPresidio. MyPresidio offers self-serve options 24/7, which makes it easy and convenient to access the information our clients need. They can browse products, request quotes, and place orders. Clients can track the status of orders and shipments and review maintenance contracts and get renewal notifications. Clients can connect their eProcurement system to MyPresidio for a faster and more seamless experience. They can get insight into past, present, and future business with Presidio whenever and wherever they need it.

## KEY BENEFITS

### Procurement

- Integrate your eProcurement system with Presidio
- Request, approve quotes, and click to purchase
- Purchase products and customized bundles

### Orders

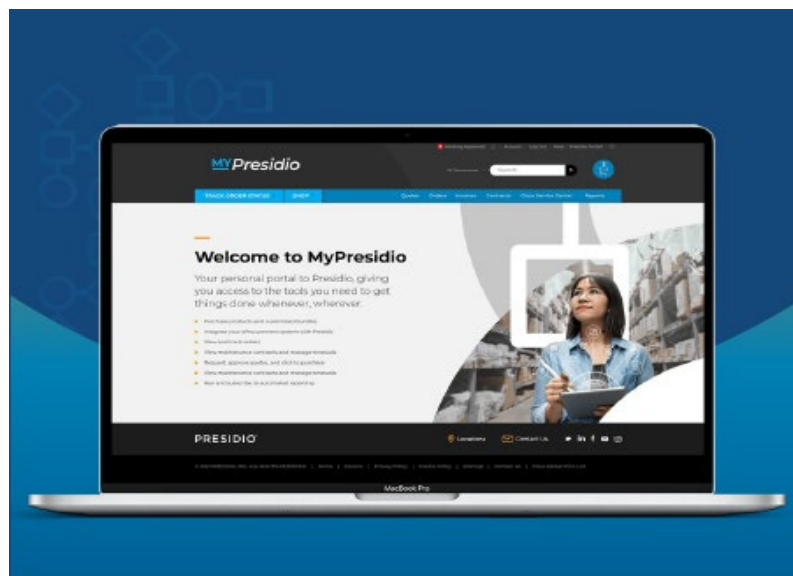
- View and track orders
- Receive shipment notifications
- Run reports and subscribe to automated reporting

### Contracts

- View maintenance contracts
- Manage renewals
- Run and subscribe to automated reporting

### Invoices

- View invoices and submit inquiries



To learn more about this exciting service, please visit: [www.mypresidio.com](http://www.mypresidio.com).

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ \_\_\_\_\_ .00 in year one

\$ \_\_\_\_\_ .00 in year two

\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

***Response:***

If public agencies issue solicitations under the OMNIA contract and Presidio deems the opportunity advantageous to the customer, OMNIA, and Presidio, we will respond with pricing contained within the Master Pricing Agreement and comply with applicable contract sales reporting to OMNIA.

b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier’s response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

***Response:***

Presidio acknowledges and will comply.

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## **8.2 EXHIBIT A – CONTRACTOR AFFIDAVIT AND AGREEMENT**

Presidio includes Exhibit A on the pages that follow.

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**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

*This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.*

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

1289147

EEV (E-Verify) Program Number

Jackie Arnett  
BY: Authorized Officer or Agent  
[Contractor Name]

Jackie Arnett, Contracts Director

Printed Name

4/11/2018

EEV Program Date of Authorization

Presidio Networked Solutions LLC

Contractor Business Name

10/07/2022

Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE 7th DAY OF October, 2022

Susan Lambert

Notary Public Commission Expires: 02/21/2023

*Effective 09-20-2013*

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### **8.3 EXHIBIT B – ADMINISTRATION AGREEMENT**

Presidio includes Exhibit B on the pages that follow.

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#### **8.4 EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS**

Presidio includes Exhibit F on the page that follows.

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## Exhibit F

### Federal Funds Certifications

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#### FEDERAL CERTIFICATIONS

##### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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#### TO WHOM IT MAY CONCERN:

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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#### DEFINITIONS

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*(b) Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

*(d) Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

*(e) Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

*(i) For covered equipment—*

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

*(ii) For covered services—*

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

*(i) For covered equipment—*

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.



*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;  
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

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**APPENDIX II TO 2 CFR PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JA Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Presidio Networked Solutions LLC

Address, City, State, and Zip Code: 3340 Peachtree Road, Suite 2700, Atlanta, GA 30326

Phone Number: 812-342-6188

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Jackie Arnett, Contracts Director

Email Address: jarnett@presidio.com

Signature of Authorized Representative: Jackie Arnett Date: October 13, 2022

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#### **8.4.1 RESPONSE TO FEMA SPECIAL CONDITIONS**

Presidio includes the FEMA Special Conditions on the following pages.

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## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

##### **1.1 Applicability**

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

##### **1.2 Additional Considerations**

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

**c. Requirements.** If applicable, the non-federal entity must do the following:

- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 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”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## **6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. 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 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Presidio Networked Solutions LLC

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jackie Arnett

Signature of Contractor's Authorized Official

Jackie Arnett, Contracts Director

Name and Title of Contractor's Authorized Official

October 13, 2022

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## 13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, 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.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

## **14. CHANGES**

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

## **15. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.
- c. "The Federal Government is not a party to this contract 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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor 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."



Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Presidio Networked Solutions LLC

Address, City, State, and Zip Code:

3340 Peachtree Road, Suite 2700, Atlanta, GA 30326

Phone Number: 301-313-2141 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

Keith Strohman, Vice President, SLED Contracts

Email Address: kstrohman@presidio.com

Signature of Authorized Representative:  Keith Strohman [Oct 10, 2022 10:47 EDT]

Date: October 13, 2022

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## **8.5 EXHIBIT G – NEW JERSEY BUSINESS ALLIANCE**

Presidio includes Exhibit G – New Jersey Business Alliance form on the following pages, including the following forms:

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 MacBride Principals Form

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**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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**STATEMENT OF OWNERSHIP DISCLOSURE****N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Presidio Networked Solutions LLC

**Organization Address:** 3340 Peachtree Road, Suite 2700, Atlanta, GA 30326

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)  
☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jackie Arnett	Title:	Contracts Director
Signature:		Date:	October 13, 2022



**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
<b>Reference: VII-H</b>	
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

# NON-COLLUSION AFFIDAVIT

State of ~~XXXXXX~~ Maryland  
County of Howard

ss:

I, Jackie Arnett residing in Columbus  
(name of affiant) (name of municipality)  
in the County of Bartholomew and State of Indiana of full  
age, being duly sworn according to law on my oath depose and say that:

I am Contracts Director of the firm of Presidio Networked Solutions LLC  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled Technology Product Solutions and Related Services  
(title of bid proposal), and that I executed the said proposal with  
full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the Cobb County, GA and OMNIA  
\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

October 7, 2022

Susan Lambert

Notary public of Howard Cty, MD

My Commission expires Feb 21 2023

(Seal)

Jackie Arnett  
Signature  
Jackie Arnett, Contracts Director

(Type or print name of affiant under signature)

Susan Lambert

Digitally signed by Susan  
Lambert  
Date: 2022.10.07 09:32:26  
-04'00'

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Presidio Networked Solutions LLC

**Street:** 3340 Peachtree Road, Suite 2700

**City, State, Zip Code:** Atlanta, GA 30326

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

October 13, 2022

***Date***

  
***Authorized Signature and Title***  
Jackie Arnett, Contracts Director

**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).

 Jackie Arnett, Contracts Director  
Signature of Procurement Agent

## 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 on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. 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 at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). 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:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**


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

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

**Part I – Vendor Information**

Vendor Name:	Presidio Networked Solutions LLC		
Address:	3340 Peachtree Road, Suite 2700		
City:	Atlanta	State: GA	Zip: 30326

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.

	Jackie Arnett	Contracts Director
Signature	Printed Name	Title

**Part II – Contribution Disclosure**

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ 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 THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**



**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:** Presidio Networked Solutions LLC

☐ 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☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 7th day of October,  
2022

(Notary Public) Susan Lambert

My Commission expires: Feb 21 2023

Jackie Arnett  
(Affiant)  
Jackie Arnett, Contracts Director  
(Print name & title of affiant)

(Corporate Seal)

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**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

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## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

**BID SOLICITATION # AND TITLE:** Bid # 23-8892 Technology Product Solutions and Related Services

**VENDOR/BIDDER NAME:** Presidio Networked Solutions LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities


Duration of Engagement  
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Jackie Arnett  
Signature

Jackie Arnett, Contracts Director

Print Name and Title

October 13, 2022

Date

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DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
**DIVISION OF REVENUE AND ENTERPRISE SERVICES**  
**ANNUAL REPORT CERTIFICATE**

**PRESIDIO NETWORKED SOLUTIONS LLC**  
0600433054

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for PRESIDIO NETWORKED SOLUTIONS LLC was submitted on 08/16/2021 for the year: 2021

**Registered Agent and Office**

CORPORATION SERVICE COMPANY  
PRINCETON SOUTH CORPORATE CENTER,  
SUITE 160, 100 CHARLES EWING BLVD  
EWING, NJ 08628

**Main Business Address**

1 PENN PLAZA  
SUITE 2501  
New York, NY 10119

**Officers and Directors**

MEMBER  
Presidio Networked S LLC  
1 PENN PLAZA  
SUITE 2501  
New York, NY 10119-1011



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
16th day of August, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio*  
State Treasurer

Certificate Number : 2577435763  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)



**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jackie Arnett Title: Contracts Director

Signature: *Jackie Arnett* Date: October 13, 2022

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For instructions on completing the form, go to: [https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 76-0515249	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 2,552
4. COMPANY NAME PRESIDIO NETWORKED SOLUTIONS GROUP LLC		
5. STREET 9 HEADQUARTERS PLAZA WEST TC	CITY MORRISTOWN	COUNTY MORRIS
	STATE NJ	ZIP CODE 07960
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 98		
10. PUBLIC AGENCY AWARDING CONTRACT		
		CITY COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	17	13	4	2	2	0	1	7	0	0	0	1	3
Professionals	52	43	9	3	3	0	12	20	0	0	0	4	6
Technicians	1	1	0	0	0	0	0	1	0	0	0	0	0
Sales Workers	27	22	5	0	2	0	1	19	0	1	0	0	4
Office & Clerical	1	0	1	0	0	0	0	0	0	0	0	0	1
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>98</b>	<b>75</b>	<b>23</b>	<b>5</b>	<b>7</b>	<b>0</b>	<b>14</b>	<b>47</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>14</b>
Total employment from previous Report (if any)	85	67	18	5	5	0	8	42	0	4	0	3	11
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?

☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted?

1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED


MO. DAY YEAR

06 21 2021

13. DATES OF PAYROLL PERIOD USED

From: 06/20/2022 To: 07/01/2022

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Justin Stanton	SIGNATURE 	TITLE Director, HR Operations	DATE MO DAY YEAR 07 06 22
17. ADDRESS NO. & STREET 110 Parkway Drive South	CITY New York	COUNTY Suffolk	STATE NY
	ZIP CODE 11788	PHONE (AREA CODE, NO., EXTENSION) 212 - 324 - 4302	

DOC #9  
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 236692

VENDOR/BIDDER: Presidio Networked Solutions LLC

VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or



**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

*Jackie Arnett*

Signature

October 13, 2022

Date

Jackie Arnett, Contracts Director

Print Name and Title

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## **8.6 OMNIA PARTNER ADMINISTRATION AGREEMENT**

**Response:**

Presidio understands that the successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement and will comply.

## **8.7 PROPOSAL EXCEPTIONS TO OMNIA PARTNERS ADMINISTRATION AGREEMENT**

**Response:**

Presidio includes the Clarifications Addendum on the following pages.

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## CLARIFICATIONS ADDENDUM

### **Multi-Year Contract Provisions**

Subject to applicable law, Presidio requests to clarify that any termination rights in multi-year contracts will be subject to any third party provider terms (ie EULA or TOS). As a reseller of third party products and services, Presidio cannot agree to termination rights that conflict with what County as agreed to with the manufacturer in the applicable EULA or TOS.

### **Delivery**

Presidio requests to clarify the language to reflect that with respect to third party products, Presidio will work with the manufacturer to ensure deadlines are met to the extent possible, however, as a reseller Presidio cannot guarantee firm delivery dates or be liable for delays caused by the manufacturer.

### **Patent Indemnification**

Presidio requests to clarify the language to reflect that Presidio shall pass-through the applicable third-party provided remedy should any third party software become subject to an infringement claim.

### **Delivery Failures**

As a reseller, Presidio cannot be liable for third party products that it does not manufacture. All third party products must be returned in accordance with the RMA policy set forth by the manufacturer so they County can receive the remedies given directly by the manufacturer. Presidio requests the following language below be added at the end of that section:

*Notwithstanding the foregoing, all non-conforming third party products must be returned in accordance with the applicable manufacturer RMA policy ("RMA"). Contractor shall have no liability for products not returned in accordance with the RMA.*

### **Default**

Presidio requests a commercially reasonable time to cure a contract breach and requests the following language in red be added:

*The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term **if the Contractor is unable to correct such default during the applicable cure period which shall be no less than 10 days unless otherwise agreed between the Parties.** An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal.*

### **Indemnification**

Upon award, Presidio requests the ability to negotiate the indemnification section, by limiting Presidio's indemnification obligations in subsection (a) to third party claims resulting from Presidio's negligence or willful misconduct under the Contract, and establishing that Presidio's indemnification obligations are subject to the conditions that: (i) Client promptly notifies Presidio of any third-party claim; (ii) Presidio solely controls the defense and settlement or compromise of an claim and; (iii) Client providing reasonable cooperation in the defense of any claim.

### **Termination for Convenience**

As a reseller of hardware products, Presidio cannot agree to termination rights outside of the manufacturer's policies. Presidio requests to clarify any conflicting language to reflect that any termination for convenience of a product order cannot be completed once a product has been ordered, unless approved by the Manufacturer.

***Unless otherwise stated in an applicable SOW, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods **ordered** or services delivered or accepted. The County Notice of Termination may***

*provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately a or to the contract in whole..Notwithstanding the foregoing, per policies set forth by the manufacturer the County will not be permitted to terminate orders for products that have been placed unless approve by the manufacturer.*

### **Warranty**

All original equipment manufacturer (OEM) warranties, certifications and guarantees are passed through directly to the Customer. Presidio serves as a single point of contact between third party OEMs and customers to enforce such passed through warranties but does not provide additional warranties related to the hardware or software. Presidio requests to add our standard language below:

CONTRACTOR WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. CONTRACTOR SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD CONTRACTOR SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO COUNTY AS CLIENT'S SOLE AND EXCLUSIVE REMEDY. ALL THIRD PARTY HARDWARE AND SOFTWARE ("THIRD PARTY PRODUCTS") PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ANY AND ALL MANUFACTURER WARRANTIES ARE PASSED THROUGH TO COUNTY. IN ADDITION, ALL THIRD PARTY SOFTWARE AND SOFTWARE SERVICES ARE SUBJECT TO THE APPLICABLE THIRD PARTY TERMS AS AGREED TO BETWEEN THE COUNTY AND CONTRACTOR.

**Limitation on Liability** To the extent allowed by law, Presidio requests to include an industry standard reciprocal limitation on liability upon award, such as the language below:

*IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO CONTRACTOR BY COUNTY FOR SERVICES AND/OR PERFORMANCE HEREUNDER.*



## **9 OTHER REQUIREMENTS**

### **9.1 INSURANCE**

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**Response:**

Presidio acknowledges and will comply.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services 150 S. Warner Road Suite 460 King Of Prussia PA 19406-2639	<b>CONTACT</b> NAME: Cheryl Fala PHONE (A/C. No. Ext): 610-279-8550 E-MAIL ADDRESS: cfala@mcgriff.com FAX (A/C. No): 610-279-8543
<b>INSURED</b> BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Company INSURER C: Chubb Custom Insurance Company INSURER D: American Zurich Insurance Company INSURER E: INSURER F:
	<b>NAIC #</b> 20281 20303 38989 40142

**COVERAGES****CERTIFICATE NUMBER:** 894485154**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35852422BAL	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			73543321	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79857023	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC980925908	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof, E&O, Cyber			D95452796	10/1/2022	10/1/2023	Per claim/Agg \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:  
BCEC-Port Holdings (Delaware) LP  
Port Holdo Inc.  
Port Midco, LLC  
Presidio, Inc.  
Presidio Holdings Inc.  
Presidio IS LLC  
Presidio LLC  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

BCEC-Port Holdings (Delaware) LP  
Presidio Inc.  
12100 Sunset Hills Road  
Suite 300  
Reston VA 20190

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

<b>AGENCY</b> McGriff Insurance Services		<b>NAMED INSURED</b> BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Presidio Capital Funding LLC  
Presidio Networked Solutions LLC  
Presidio Technology Capital, LLC  
Presidio Government Solutions LLC  
Presidio Networked Solutions Group, LLC  
3rd Ave. Creative Marketing & Branding LLC  
Rove, LLC  
CloudiX, Inc.  
Evidence of Coverage 8161 Maple Lawn Blvd. Suite 150, Fulton, MD 20759

## **10 ADDENDA**

Presidio acknowledges receipt of the following addenda and have included a signed copy of each response:

Addendum 1 dated September 19, 2022

Addendum 2 dated September 30, 2022

Addendum 3 dated October 5, 2022

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**COBB COUNTY**  
**Purchasing Department**

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 • fax: (770) 528-8428  
purchasing@cobbcounty.org

Roger Ball  
Purchasing Director

**ADDENDUM No. 1**

**Sealed Bid # 23-6692**  
**Request for Proposals**  
**Technology Product Solutions and Related Services**  
**Cobb County Purchasing Department**

**Date: September 19, 2022**

Page 1 of 8

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing
- Attachment - Financial Ratio Evaluation Excel Spreadsheet

---

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

**This acknowledgment form must be signed, dated, and included with your submitted proposal**

Presidio Networked Solutions LLC

Company Name

October 13, 2022

Date

*Jackie Arnett*

Signature

Jackie Arnett, Contracts Director

Please Print Name

**All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.**

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**COBB COUNTY**  
**Purchasing Department**

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 • fax: (770) 528-8428  
purchasing@cobbcounty.org

Roger Ball  
Purchasing Director

**ADDENDUM No. 2**

**Sealed Bid # 23-6692**  
**Request for Proposals**  
**Technology Product Solutions and Related Services**  
**Cobb County Purchasing Department**

**Date: September 30, 2022**

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

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Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

**This acknowledgment form must be signed, dated, and included with your submitted proposal**

Presidio Networked Solutions LLC  
Company Name

October 13, 2022  
Date

*Jackie Arnett*  
Signature

Jackie Arnett, Contracts Director  
Please Print Name

**All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.**

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**COBB COUNTY**  
**Purchasing Department**

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 • fax: (770) 528-8428  
purchasing@cobbcounty.org

Roger Ball  
Purchasing Director

**ADDENDUM No. 3**

**Sealed Bid # 23-6692**  
**Request for Proposals**  
**Technology Product Solutions and Related Services**  
**Cobb County Purchasing Department**

**Date: October 5, 2022**

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

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- **Questions Submitted in Writing**

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## **11 ATTACHMENTS**

Presidio includes the following attachments:

- Sample Statement of Work
- Master Services Agreement
- Master Managed Services Agreement
- Dunn & Bradstreet Report

### **11.1 ATTACHMENT 1 – SAMPLE STATEMENT OF WORK**

Presidio includes the sample Statement of Work on the following pages.

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**PRESIDIO®**

**STATEMENT OF WORK**

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## PROPOSAL TEAM

Name	Company/Function	Phone	Email

## REVISION HISTORY

Revision	Revision Date	Name	Notes

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Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.



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# 1. EXECUTIVE OVERVIEW

## 1.1. Introduction

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution \_\_\_\_\_ ("Client"). This Statement of Work ("SOW") defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

## 1.2. Solution and Approach Overview

## 1.3. Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City State ZIP	On-Site / Remote Services

# 2. SCOPE OF WORK

## 2.1. Project Scope

## 2.2. Training & Knowledge Transfer

Knowledge transfer performed as needed.

## 2.3. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format

## 2.4. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote/on-site kick off meeting with presentation
- Planning and design session facilitation
- Project plan development and management
- Resource scheduling and oversight
- Escalation management
- Working calls as required

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- Regularly scheduled remote/on-site status meetings
  - Agenda, meeting minutes and risk/issue/ item tracking
  - Scope/budget management
  - Project closeout onsite/remote meeting

## 2.5. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skill sets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilize the appropriate resource for the task required.

### 2.5.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect / Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skill set of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Senior Network Engineer
- Principal Network Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

### 2.5.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Network Architect
- Network Engineer - Senior
- Network Manager

Contact information for the project team personnel will be distributed by the Project Manager.

## 2.6. Project Change Request (“PCR”) Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request (“PCR”) form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request (“PCR”).

In the event that both Presidio and Client agree to a change in this SOW, a written description of the agreed upon change will be prepared using a PCR form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule or budget. The terms of a mutually agreed upon PCR will prevail over those of this SOW or any previous PCR.

Modifications in project scope including but not limited to the following will require a PCR:

- Customer requested changes in outcome, approach, features, or capabilities.

- 
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW or changes to the design after the Sign-off of the design phase and/or during the implementation phase.
  - Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
  - Changes required to existing infrastructure components, not called out in this SOW including patching and/or reconfiguration.
  - Remedial work for the resolution of issues which existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
  - Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
  - Troubleshooting issues due Client changes to configurations made "after" releasing the system or "after" a specific milestone completion in a multi-site phased deployment
  - Delays due to issues relating to site preparation that result in delays to the project.
  - Delays in responding to scheduling requests, acceptance requests, and requests for information.
  - Insufficient notice of a schedule change. If 24-hour notice is not provided charges may be applied.

### 3. ASSUMPTIONS

Presidio makes the following assumptions in developing this SOW. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

#### 3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this SOW.
2. This SoW supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio's premises.
10. Not all features or functions of the installed system are included in the scope of this engagement
11. Presidio reserves the right to modify the approach outlined within this SoW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this SOW, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

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13. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
  14. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request.
  15. For Time and Materials services, it is the Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
  16. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
  17. For hourly service, a 4-hour daily minimum applies for remote services. An 8-hour daily minimum applies for on-site services.

### **3.2. Client Responsibilities**

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

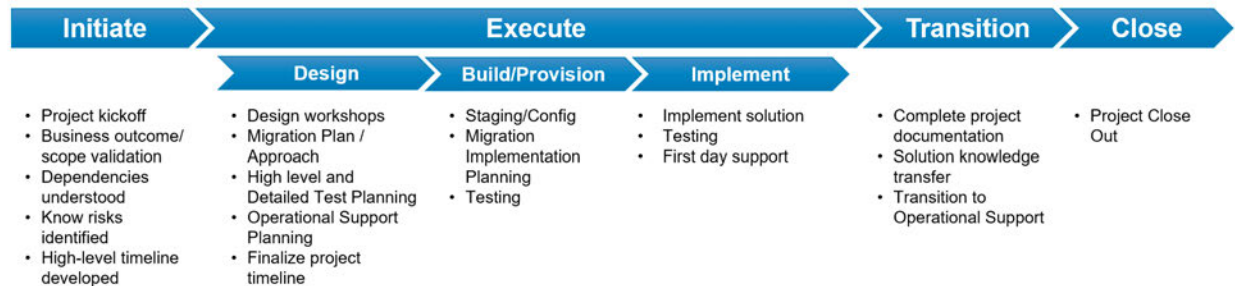
18. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a PCR may be required for the additional effort by Presidio.
19. Participate in any required design sessions or workshops.
20. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
21. Supply current equipment configuration for review if applicable.
22. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
23. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
24. Dispose all retired equipment as part of this project.
25. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
26. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
27. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
28. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
29. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
30. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
31. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
32. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
33. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
34. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.

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35. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
  36. Ensure all Cat. 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
  37. Provide patch cables and complete necessary fiber or CAT5 cable terminations to patch panels for new switching and routing infrastructure.

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## 4. PRESIDIO PROJECT MANAGEMENT METHOD (PMM)

Presidio's Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client's specific needs based on the specific scope of work. This allows Presidio to right size the approach to be flexible and efficient, while maintaining an appropriate structure and governance to effectively deliver the business outcome.



### 4.1. Escalation Path

Client experience is of the utmost importance to Presidio. If at any time a Client feels the need to escalate an issue or concern, please consider the escalation points and options described below.

#### Level 1

- **Account Manager** – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and Client in order to swiftly resolve any issues.
- **Project Manager** – for projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.
- **Practice Manager**– for technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one (1) hour of identifying an issue. If additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

#### Level 2

- **Program and Project Management (PPM) Team Lead** – If the Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope, and would own the management of the issue to resolution including technical and non-technical related concerns.
- **Service Delivery Director** – For technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action. For technical issues escalated by the Delivery Team, the Service Delivery Director will:
  - Contact and speak with Client via phone to explain the status
  - Develop a plan of action
  - Communicate the plan of action status and completion to Client
  - Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action.

#### Level 3

- **Program and Project Management Services (PPM) Director** – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.
- **Services Vice President** – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

## 4.2. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this SOW.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: <ul style="list-style-type: none"><li>calling 800-494-0118</li><li>sending an email to <a href="mailto:presidio@service-now.com">presidio@service-now.com</a></li></ul>	Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support.  These Vendor Support Centers provides 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance

## 5. PRICING

Services will be provided on a time, materials, and expense basis.

The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused.

Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month.

This is an estimate only.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate	Extended Price

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written PCR documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.

If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.

Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

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## 5.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this SOW are NOT included in the amounts listed above and are to be reimbursed to Presidio by Client at actual cost within 30 days of submission of invoice to Client. The expenses are estimated at \$17,539.20.

## 5.2. Travel Time

Travel time to and from the work site(s) by Presidio resources in association with the execution of this SOW is not included in the pricing above and is to be reimbursed to Presidio by Client within 30 days of submission of invoice to Client. Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. The table below provides the rates that will be billed with an estimate of the anticipated travel costs. Additional required travel could require a change request.

Resource Type	Travel Hours	Hourly Rate	Extended Cost
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## 6. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work ("SOW") unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted \_\_\_\_\_ "CLIENT" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO's performance of such purchase order shall not constitute PRESIDIO's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.

PRESIDIO shall invoice CLIENT for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or ten (10) calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to PRESIDIO, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. PRESIDIO shall address the issue before subsequent work is undertaken.

**Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE THIRTY (30) DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE PCR AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

2. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be

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recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.

4. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. **Non-Solicitation Provision.** During the term of this SOW and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of PRESIDIO to whom CLIENT was introduced through its relationship with PRESIDIO. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of New York. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in New York County, New York, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. **Miscellaneous.** This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request ("PCR") form or an additional SOW as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Severability.** The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.

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## 7. APPROVAL SIGNOFF

The use of signatures on this SOW is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This SOW is valid for a period of sixty (60) days from the date that this SOW is provided by Presidio to Client unless otherwise agreed to by both parties.

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Signature

Date

---

Printed Name & Title

**Presidio**

---

Signature

Date

---

Printed Name & Title

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## **11.2 ATTACHMENT 2 – MASTER SERVICES AGREEMENT**

Presidio includes the Master Services Agreement on the following pages.

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## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into on \_\_\_\_\_, between Presidio Networked Solutions LLC, a Florida limited liability company, with offices located at 1 Penn Plaza, Suite 2832, New York, NY 10119 ("PRESIDIO") and \_\_\_\_\_, a \_\_\_\_\_, with offices located at \_\_\_\_\_ ("CLIENT"). The parties acknowledge and agree that PRESIDIO, its parent company, its subsidiaries and its affiliated entities are permitted to sell and deliver Services (as defined below) to CLIENT under this Agreement.

**ARTICLE 1: SERVICES.** PRESIDIO shall use commercially reasonable efforts to provide the professional services specified on any statement of work ("Services") agreed to in writing by PRESIDIO and CLIENT ("SOW"), each attached hereto as Attachment A and incorporated herein by reference. The Services performed by PRESIDIO shall be deemed accepted as performed unless otherwise established in an applicable, mutually agreed upon SOW.

**ARTICLE 2: PURCHASE ORDERS.** Changes to purchase orders will only be made if agreed upon in writing by both parties. No preprinted, additional or different terms submitted by either party (in a purchase order or other document) shall operate to modify this Agreement, any SOW or PRESIDIO quote.

**ARTICLE 3: PAYMENT.** CLIENT shall make payment within thirty (30) days from the date of invoice or such shorter time period set forth in an SOW. CLIENT agrees to pay any applicable taxes, fees duties, customs charges, import fees or other charges imposed or assessed with respect to the Services ordered hereunder. This includes all sales taxes, excluding taxes based upon PRESIDIO's net income.

**ARTICLE 4: TERM AND TERMINATION OF AGREEMENT.** This Agreement shall commence upon the execution of this Agreement and shall remain in effect until terminated as follows: (a) by PRESIDIO if CLIENT fails to pay a past due balance within five (5) days after written notice from PRESIDIO; (b) by either party if the other party fails to cure any breach of this Agreement within thirty (30) days after written notice to the breaching party; and (c) by either party immediately upon written notice to the other party if such other party: (i) becomes insolvent; (ii) is involved in a liquidation or termination of its business; (iii) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within thirty (30) days of filing); or (iv) makes an assignment for the benefit of its creditors.

**ARTICLE 5: OWNERSHIP RIGHTS AND RESTRICTIONS.** Subject to the terms of this Agreement and upon receipt by PRESIDIO of full payment of all fees and charges hereunder, CLIENT will own and have all right, title and interest to any items delivered by PRESIDIO pursuant to an SOW ("Deliverables"), excluding Background IP (as defined below). PRESIDIO, or its third party licensors, as applicable, shall retain exclusive ownership of all Background IP. "Background IP" means all Source Code (as defined below), object code, Third Party Software, technology, systems, strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by PRESIDIO hereunder, whether pre-existing or conceived, created or developed by PRESIDIO, alone or with CLIENT or others, in the course of its performance under this Agreement, whether embodied or otherwise encompassed in the Deliverables, and including all improvements or derivatives thereof. Subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, PRESIDIO grants CLIENT a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) embodied in the Deliverables solely in connection with CLIENT's internal use of such Deliverables. To the extent a Source Code license is expressly identified as a Deliverable under an applicable SOW, then subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, PRESIDIO grants CLIENT a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or create derivative works from, such Source Code, all for CLIENT's internal business purposes only. Accordingly, CLIENT shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or any derivatives thereof with or to any third party. "Source Code" means a text listing of commands to be compiled or assembled into an executable computer program, which is licensed to CLIENT by PRESIDIO pursuant to an SOW.

**ARTICLE 6: THIRD PARTY SOFTWARE.** Certain Deliverables may contain or require the use of Third Party Software (as defined below). PRESIDIO makes no representation or warranty of any kind, express or implied, with respect to any Third Party Software. Accordingly, PRESIDIO shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by CLIENT. Any Third Party Software delivered to CLIENT by PRESIDIO is delivered "AS IS" and with "ALL FAULTS". "Third Party Software" means all software and documentation that is not owned by PRESIDIO which is incorporated into or used with a Deliverable. All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to CLIENT upon request from such third party, contained in such third party's software installation package, and/or available on such third party's website. CLIENT hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Third Party Software which is identified as a Deliverable under an applicable SOW, CLIENT shall be solely responsible for obtaining and maintaining licenses for all other Third Party Software. Further, PRESIDIO shall not be responsible for any royalties or other consideration that may become due and payable with respect to CLIENT's use, licensing or integration of Third Party Software.

**ARTICLE 7: CONFIDENTIAL INFORMATION.** The parties agree that "Confidential Information" means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation personnel information, customer information, or other information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Agreement, and shall not disclose any Confidential Information except to the receiving party's employees, agents and contractors having a need-to-know (provided that the receiving party shall be responsible for the breach hereof by any such persons). Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care. Confidential Information does not include information that can be demonstrated to have been (i) or becomes part of the public domain through no act or omission of the receiving party; (ii) rightfully in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) lawfully disclosed to the receiving party by a third party without restriction; or (iv) independently developed by the receiving party without use of any Confidential Information received from the disclosing party. A receiving party may disclose Confidential Information pursuant to a court order, provided that the receiving party shall use reasonable efforts to limit disclosure and obtain confidential treatment or a protective order, and shall, promptly after receiving notice of such action, notify the disclosing party thereof and give the disclosing party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

**ARTICLE 8: WARRANTY; WARRANTY DISCLAIMERS.** EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. PRESIDIO WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. PRESIDIO SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD PRESIDIO SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO CLIENT AS CLIENT'S SOLE AND EXCLUSIVE REMEDY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PRESIDIO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. PRESIDIO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES THAT ANY SOFTWARE PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY PRESIDIO WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

**ARTICLE 9: LIMITATION OF LIABILITY.** IN NO EVENT SHALL PRESIDIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO’S ENTIRE LIABILITY HERUNDER AND CLIENT’S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY CLIENT TO PRESIDIO FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. PRESIDIO SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE CLIENT OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW; (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS, DEGRADATION, DAMAGE OR DESTRUCTION OF, CLIENT’S, ITS USERS’ OR THIRD PARTIES’ APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, WHETHER ON-PREMISES OR CLOUD-BASED (ALL OF THE FOREGOING OF CLIENT, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE “CLIENT COMPUTER SYSTEMS”), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACK; (IV) A BREACH IN THE SECURITY OF ANY OF CLIENT COMPUTER SYSTEMS; (V) THE INTEGRITY OR AUTHENTICITY OF CLIENT’S, ITS USERS’ OR THIRD PARTIES’ CONENT, DATA, OR INFORMATION, (VI) CLIENT’S FAILURE TO COMPLY WITH ARTICLE 11 BELOW, or (VII) CLIENT’S FAILURE TO IMPLEMENT ANY SECURITY RECOMMENDATIONS MADE BY PRESIDIO.

**ARTICLE 10: AGREEMENT NOT TO SOLICIT EMPLOYEES AND/OR OTHERS.** During the term of the Agreement and for a period of twelve (12) months thereafter, CLIENT agrees not to solicit for a permanent or other position any employee or subcontractor of PRESIDIO to whom CLIENT was introduced or who worked on a project involving the parties pursuant to this Agreement. Should CLIENT solicit and/or hire such an employee or subcontractor from PRESIDIO, the CLIENT shall pay to PRESIDIO an administrative fee equal to the most recent year’s aggregate employee’s compensation with PRESIDIO or the subcontractor as applicable. This fee would be payable at the time of the individual’s acceptance of employment from CLIENT.

**ARTICLE 11: CLIENT RESPONSIBILITIES.** In addition to any responsibilities specified in an SOW, CLIENT shall establish, implement and maintain its own (i) procedures for the reconstruction of lost or altered files, backup or saving of data or programs, and (ii) organizational security protocols and governance consistent with industry practices governing CLIENT’S, its employees, subcontractors, or third parties’ access and use of the Client Computer Systems.

**ARTICLE 12: EXPORT LAW COMPLIANCE.** CLIENT has been advised that any software, technical information, products or other Deliverables provided to CLIENT via this Agreement may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**ARTICLE 13: MISCELLANEOUS PROVISIONS.** Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by US certified mail, return receipt requested, postage prepaid to the addresses above, or as changed through written notice to the other party. The parties understand and agree that their duties and responsibilities under this Agreement shall not be assigned, transferred, or shared by either party with any other person, corporation, or entity without the prior written approval of the other party. Notwithstanding the foregoing, CLIENT agrees that PRESIDIO may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets. It is expressly agreed that PRESIDIO, its employees, agents and/or subcontractors are independent contractors of CLIENT. PRESIDIO shall not be liable for delays or failure to perform with respect to this Agreement due to acts of God, terrorism, war, riots, labor or materials shortages, or other causes beyond its reasonable control. This Agreement (1) supersedes all prior agreements between the parties with respect to the same subject matter, and fully sets forth the understanding of the parties with respect to the subject hereof; (2) shall not be modified except by written agreement of the parties; (3) shall be interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws provisions; and (4) shall control the resolution of a conflict between the terms and conditions of this Agreement and any SOW. Any dispute, directly or indirectly, relating to this Agreement shall be brought in a court of competent jurisdiction in the Southern or Eastern Judicial Districts of New York or a state court geographically located in either of those federal judicial districts and the parties hereto consent to such jurisdiction and venue as the exclusive venue for all such disputes. The respective obligations of the CLIENT and PRESIDIO which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding confidentiality, warranty, warranty disclaimers, employee non-solicitation and limitations of liability, shall survive termination or expiration. PRESIDIO shall have authority to issue a press release describing, and otherwise publicly disclose, the general relationship of the parties shall also have the right to use the name and logo of CLIENT as a customer of PRESIDIO in promotional materials.

## PRESIDIO NETWORKED SOLUTIONS LLC

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Authorized Signature

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Printed or Typed Name

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Title

---

Date

---

Authorized Signature

---

Printed or Typed Name

---

Title

---

Date





**ATTACHMENT A  
STATEMENT OF WORK**

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### **11.3 ATTACHMENT 3 – MASTER MANAGED SERVICES AGREEMENT**

Presidio includes the Master Managed Services Agreement on the following pages.

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## MASTER MANAGED SERVICES AGREEMENT

This Master Managed Services Agreement ("Agreement") is effective as of the date last signed below, and is made by and between Presidio Networked Solutions LLC, with principal offices at One Penn Plaza, Suite 2832, New York, NY 10119 ("Presidio") and the client named below, on behalf of client and its affiliates ("Client"). In consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

### 1. Client Information

<b>Client/Company:</b>		<b>POC:</b>	
<b>Billing Address:</b>		<b>POC Phone #:</b>	
		<b>POC E-mail:</b>	

### 2. Scope; Coverage Period and Fees

Presidio shall provide the services ("Services") as defined in each attached Statement of Work (each, an "SOW") and the associated Service Appendix, with respect to the software ("Software") and/or related hardware ("Hardware") (collectively, the "Equipment") referenced in the Covered Equipment List ("CEL"), and subject to Presidio's acceptance of such Equipment as eligible for Services coverage pursuant to Section 5 below. The Equipment covered by this Agreement includes only the items on the CEL. The Start of Service ("SOS") date will be specified in the SOW, provided that for service management offerings, including Presidio Support Services ("PSS") for Cisco and other vendors, the SOS begins on the date that Presidio submits a purchase order to its vendor for the underlying support contract. A PSS agreement is independent from other Presidio Managed Services, and does not necessarily co-terminate with other managed services agreements.

### 3. Billing

Immediately upon (or prior to) execution of each SOW, Client shall issue a purchase order to Presidio for the Services requested therein. Presidio will have the right to withhold performance of the Services until such time as a purchase order, issued in conformance with this Agreement, is provided by Client. Presidio will reference the purchase order number on all invoices submitted to Client. Any preprinted terms and conditions on Client's purchase order (or other forms) which are in addition to or in conflict with this Agreement shall be null and void, even if purportedly acknowledged in writing by Presidio. Presidio will bill Client as specified in each SOW. Unless otherwise specified in an SOW, recurring Services will begin billing on the earlier of: (a) forty-five (45) business days from full execution of the SOW, or (b) the SOS, as determined by Presidio and communicated to Client. Service transition management fees, as specified in the SOW, shall be billed upon full execution of this Agreement and the applicable SOW. Client shall be invoiced thirty (30) days in advance of the current Service period. Cisco Partner Shared Support(PSS) offerings will be billed in advance for the duration of that agreement, for all years of the agreement. All invoices issued under this Agreement are due thirty (30) days from the date received by Client. All past due amounts shall bear interest at the rate of one percent (1.0%) per month or, if less, the maximum permissible rate under applicable law. In addition to the charges due for the Services or otherwise hereunder, Client shall pay or reimburse Presidio for any taxes, duties, fees and/or charges resulting from Presidio's performance of this Agreement which are levied by any taxing or other governing authority, except for taxes based upon Presidio's net income. Quotes provided by Presidio are valid for 30 days from the date issued.

### 4. Additional Services and Fees

The parties recognize that from time to time, Client may request maintenance and support or other Presidio services that fall outside the scope of this Agreement. The parties will discuss any requested out-of-scope services and negotiate the terms therefor in good faith. Services specifically considered outside the scope of this Agreement include, without limitation, the following: (a) correction of errors not attributable to Presidio or the manufacturer; (b) electrical work external to the Equipment; (c) installation, de-installation, reinstallation, or relocation; (d) supplies, accessories, or attachments; (e) "no fault found" (problem with equipment not provided by Presidio and/or not covered under this Agreement); and (f) MACD volumes or other managed services in excess of the terms per the Statement of Work and associated appendices. Additionally, material services requiring more than 2 hours will be treated as billable engagements. The threshold for services considered to be "material" is based on the time

required for resolution. Client will be notified before billable work is performed, and such work will not begin until authorized by Client.

## 5. Equipment Configuration

Prior to the SOS, the Equipment configuration will be verified by Presidio. If the configuration cannot be verified via remote access, an on-site audit may be performed at Presidio's discretion and as agreed by Client. Client shall bear the reasonable expenses of the on-site audit, which shall be billable at Presidio's standard rates. Should this verification process indicate a change from the original configuration identified by Client, the Services Fees will be modified accordingly. Thereafter the Equipment will be reviewed ninety (90) days prior to the start of each coverage year to verify its configuration. Should the review indicate a change from the original Agreement configuration, the Services Fees will be modified accordingly. Presidio will advise Client of any condition which would render the Equipment ineligible for the Services hereunder. Client shall be responsible for correcting, at its expense, any such condition prior to or during the term of Presidio Services being provided.

## 6. Term

The initial term of this Agreement ("Term") shall be three (3) years from the effective date. The Term will automatically renew for additional one (1) year periods unless Client terminates the Agreement by giving prior written notice to Presidio (as specified in Section 8, below) at least sixty (60) days before the then-current Term expiration date. Notwithstanding anything to the contrary, any such notice of non-renewal shall not take effect, and this Agreement shall remain in force, until the end of the term of any and all outstanding SOWs. The term of Services under each SOW shall be as specified therein. Each SOW is strictly non-cancelable for any reason whatsoever. The Client will not, under any circumstances, be entitled to receive any refund for any third-party components of the Services.

## 7. Client Responsibilities

Subject to reasonable confidentiality/security obligations as accepted by Presidio in writing, Client shall grant Presidio full and free remote and/or physical access to the Equipment at all times during the Term of each SOW, including all required access credentials (e.g. IP addresses, SNMP community strings, passwords, etc.). For monitoring tiers of service, Client shall provide Presidio with at least one publicly-routable IP address for monitoring VPN connectivity and one IP address for the Presidio monitoring collection station. Client will provide all pertinent network diagrams and documentation. Client shall provide and maintain an up-to-date list of authorized contacts and escalation information, including third-party vendor contact information, letters of authority, maintenance schedules and device configurations. Client shall ensure that the Equipment meets, at all times, the manufacturer-approved configuration specifications and is covered by a then-current vendor maintenance and support program. **Client acknowledges and agrees that the foregoing factors are critical for Presidio to perform the Services, and Presidio's performance hereunder or under any SOW may be delayed or suspended if Client does not comply with its obligations in this Section.**

## 8. Notices

Day-to-day notices, authorizations and other official communications under this Agreement shall be transmitted in writing by email to Presidio's assigned Account Manager or Service Delivery Manager and to the Client at the POC address specified above, or as otherwise specified in a SOW. Legal and termination notices shall be sent by nationally-recognized overnight courier (signature required), to Presidio Networked Solutions LLC, Attn: General Counsel, One Penn Plaza, Suite 2832, New York, NY 10119, and to Client at the address and POC set forth in Section 1 above. Email notices are effective upon actual receipt; overnight courier notices are deemed given upon delivery as determined by signature, or refusal to accept delivery.

## 9. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the written consent of the other party. Any required consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Presidio may assign this Agreement without Client's consent in connection with a merger or other sale of Presidio's business as a going concern.

## 10. Warranties, Remedies and Limitations

Presidio warrants that the Services will be performed in a good and workmanlike manner, in accordance with all applicable laws and regulations. In the event this warranty is breached, Presidio shall promptly render/re-perform conforming Services. **THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS PERTAINING TO THE SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO**

MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PRESIDIO IS NOT RESPONSIBLE FOR ANY WARRANTY OFFERED TO CLIENT BY ANY OTHER PARTY. THE FOREGOING WARRANTY AND REMEDY SHALL CONSTITUTE PRESIDIO'S SOLE AND EXCLUSIVE OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER, NOTWITHSTANDING ANY FAILURE OF THE FOREGOING REMEDY TO FULFILL ITS ESSENTIAL PURPOSE.

## **11. Non-Solicitation**

During the term of this Agreement and for a period of twelve (12) months thereafter, Client will not, without the prior written consent of Presidio, solicit for employment any Presidio employee who was directly involved in the performance of this Agreement or any SOW. Notwithstanding the foregoing, Client shall be restricted from engaging in normal recruiting and hiring practices, including the placement of ads directed toward the general public and/or the use of recruiters, so long as such recruiting efforts are not specifically targeted at Presidio employees with whom Client became acquainted through this Agreement.

## **12. Confidentiality**

Both parties recognize that during the course of this Agreement, one party ("Receiving Party") may acquire knowledge, confidential or proprietary business information or trade secrets from the other party ("Disclosing Party") which: (a) has been marked as confidential, (b) whose confidential nature has been made known to the Receiving Party, or (c) that due to the nature of the information, should be reasonably understood to be confidential (collectively, "Confidential Information"). Confidential Information, whether marked or not, shall specifically include, but not be limited to: (1) technical information such as methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects; (2) business information such as client lists, pricing data, supply sources, financial and marketing data, production, or merchandising systems or plans, business policies or practices, and (3) any non-public personal information, including but not limited to personally identifiable financial, credit card or medical information. The Receiving Party agrees to keep all Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his, her or its own benefit or for the benefit of another, any Confidential Information except as specifically required in accordance with performing its duties under this Agreement and as allowed by applicable law. The obligations of confidentiality contained herein shall apply during the Term of this Agreement and for a period of three (3) years thereafter. As applicable, upon termination or expiration of this Agreement, the Receiving Party shall deliver all confidential records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to the Disclosing Party, provided that either party may, subject to the confidentiality provisions hereof, keep such copies as may be required of it by applicable law. Confidential Information shall remain the property of its owner/original discloser and nothing herein should be construed as granting a license, title, or any other rights to that information. This obligation of confidentiality shall not apply with respect to information that 1) was in the public domain prior to disclosure, 2) is available to the Receiving Party from third parties having the legal right to disclose the same on an unrestricted basis, 3) is disclosed by Disclosing Party to others on an unrestricted basis, or 4) is developed by Receiving Party independently without reference to any Confidential Information of the Disclosing Party. Either party may disclose Confidential Information to a court or government body having competent jurisdiction pursuant to an order therefrom, provided that the Receiving Party provides any legally permissible prior written notice of disclosure to the Disclosing Party and takes reasonable actions to avoid and/or minimize the extent of such disclosure.

## **13. Limitation of Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND ALL SOWS, WHETHER ARISING OUT OF THE SERVICES OR FROM SUCH PARTY'S NEGLIGENT OR OTHER ACTS OR OMISSIONS, SHALL BE LIMITED TO THE CHARGES AND FEES ACTUALLY PAID FOR THE SERVICES GIVING RISE TO THE CLAIM, AND (B) REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM OR OF ACTUAL NOTICE, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DATA LOSS, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **14. Default**

Except as otherwise provided herein, in the event of any material breach of this Agreement by either party which continues for more than thirty (30) days after receipt of reasonable written notice of the breach, the aggrieved party may at its option: (a) if Client, suspend payments for so long as the breach continues uncorrected; and/or (b) if Presidio, suspend performance hereunder for so long as the breach continues uncorrected; and/or (c) to avail itself

of any and all remedies available to it at law or equity, whether or not it elects to suspend its performance as permitted hereby.

## 15. Subcontracting:

Presidio reserves the right to subcontract such portions of the Services to subcontractors of Presidio's choosing as it deems appropriate, provided that no such subcontract shall relieve Presidio of primary responsibility for performance of such Services.

## 16. Indemnification

Each party shall indemnify the other with respect to any third-party claim alleging: (a) bodily injury (including death) or damage to tangible property, to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party, (b) breach of any representations, warranties or obligations under this Agreement; or (c) violation of any applicable law or regulation. Each party will promptly advise the indemnifying party of the claim and turn over its defense. The party being indemnified must cooperate in the defense or settlement of the claim, but if properly and timely tendered to the indemnifying party, then the indemnifying party must pay all litigation costs, reasonable attorney's fees, settlement payments and any damages awarded; provided, however, the indemnifying party shall not be required to reimburse attorney's fees or related costs that the indemnified party incurs either to fulfill its obligation to cooperate, or to monitor litigation being defended by the indemnifying party.

## 17. Publicity

Unless required by law, neither party shall disclose the existence of, or any term or condition of, this Agreement to any third party (other than its parent or an affiliate) without the prior written consent of the other party. Neither party shall publish any advertising, sales promotion, press releases or publicity matters relating to this Agreement without the prior written approval of the other party.

## 18. Miscellaneous

The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision, nor limit such party's right to enforce such provision at a later time. All waivers by a party must be made in a written notice signed by the waiving party. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect and the parties shall substitute for the invalid provision a valid provision which most closely approximates the economic effect and intent of the invalid provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof. This Agreement constitutes the entire Agreement between Presidio and Client with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever and in any manner whatsoever relating thereto. No agent, employee or representative of Presidio has any authority to bind Presidio to any affirmation, representation or warranty unless specifically included within this Agreement. Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the parties other than that of independent contracting entities. Neither party shall be authorized to obligate, bind or act in the name of the other party, except to the extent Presidio is expressly authorized to do so by this Agreement. Neither party shall be responsible for delays or failures in performance (other than an obligation to pay money) resulting from fires, government requirements, acts of God or other causes beyond the reasonable control of the party whose performance is affected, and upon giving prompt notice to the other party such affected party's performance shall be suspended during the continuance of any such cause. The rights and obligations of the parties hereunder, and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of New York, except for its rules with respect to the conflict of laws. Venue for any action hereunder shall be exclusively in the state or federal courts having competent jurisdiction and located in New York, New York. Each party hereby irrevocably waives its right to trial by jury.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INSERT COMPANY NAME

Presidio Networked Solutions Group, LLC.

By:

By:



Name: _____	Name: _____
Title: _____	Title _____
Date: _____	Date: _____

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#### **11.4 ATTACHMENT 4 – DUNN & BRADSTREET REPORT**

Presidio includes the Dunn & Bradstreet report on the following pages.

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## LIVE REPORT

**PRESIDIO NETWORKED  
SOLUTIONS LLC**

**Tradestyle(s): (SUBSIDIARY OF PRESIDIO, INC., NEW YORK, NY)**  
**1**

ACTIVE HEADQUARTERS

**D-U-N-S      15-405-0959**  
**Number:**  
**Phone:    +1 212 652 5700**

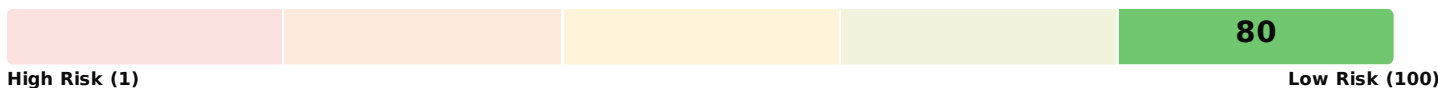
**Address: 8161 Maple Lawn Blvd Ste 150, Fulton, MD, 20759,  
United States Of America**

**Web:** [www.presidio.com](http://www.presidio.com)  
**Endorsement:** bstewart@presidio.com  
**Exclude**  
**from**  
**Portfolio**  
**Insight:**

## Summary

## KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↓	83	Low to Moderate Risk of severe payment delinquency.
Failure Score	↑	39	Moderate Risk of severe financial stress.
D&B Viability Rating		<div><div>3</div><div>3</div><div>B</div><div>Z</div></div>	<a href="#">View More Details</a>
Bankruptcy Found		N	
D&B Rating		--	Unavailable.

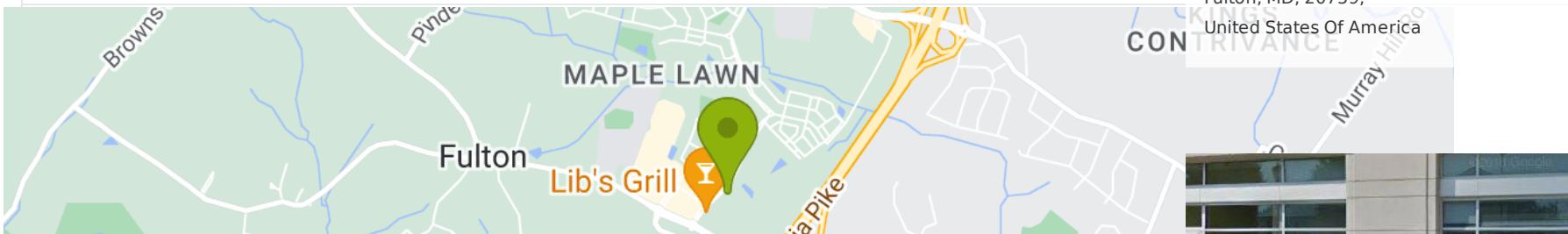
**D&B PAYDEX - 3 MONTHS** 

## ON TERMS

## COMPANY PROFILE

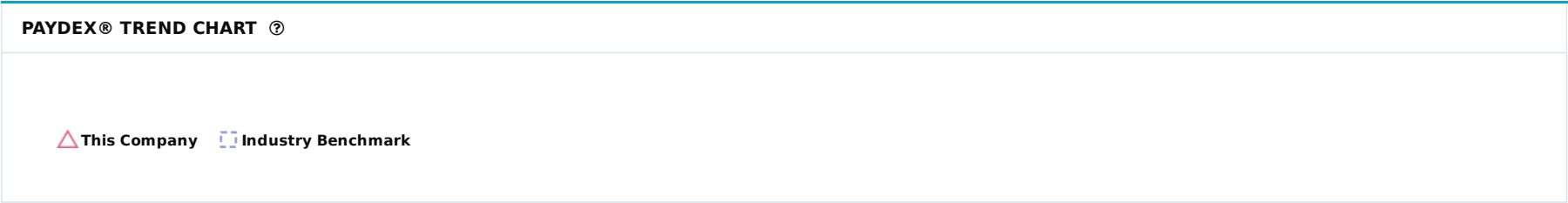
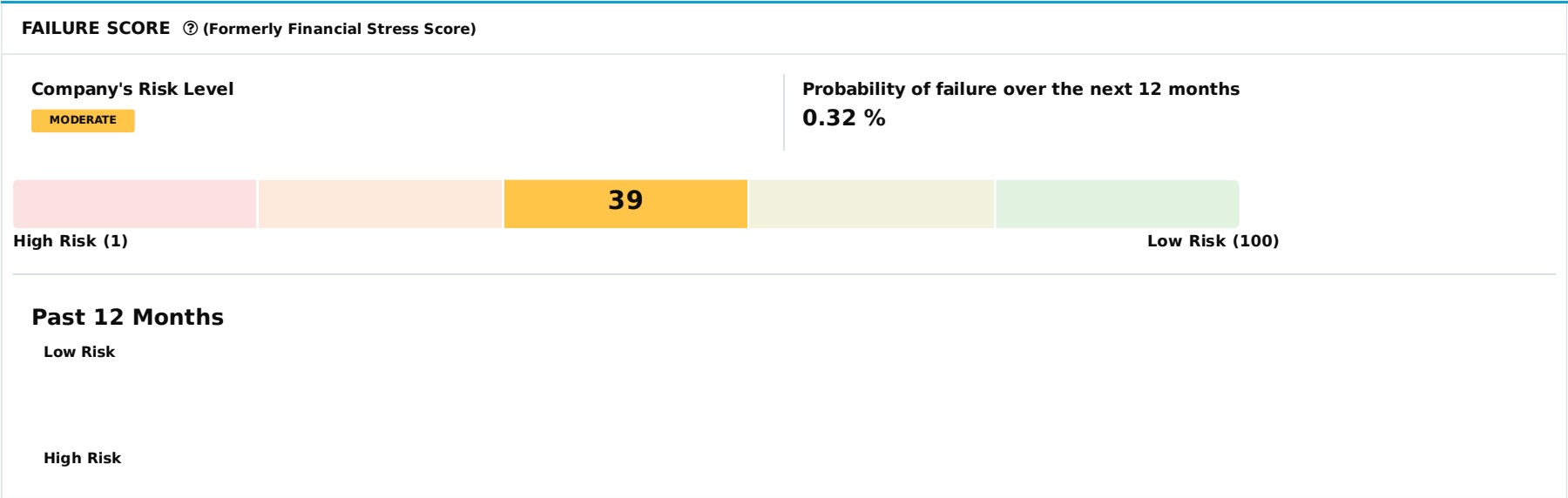
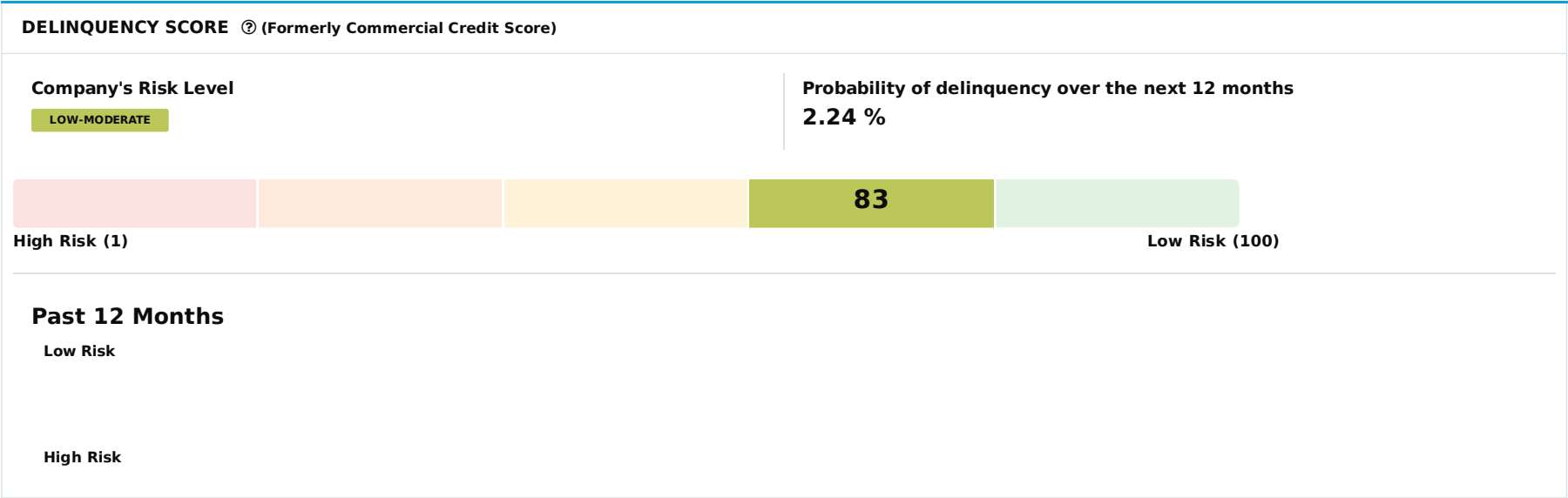
<b>D-U-N-S</b>	<b>Mailing Address</b>	<b>Employees</b>
15-405-0959	UNITED STATES	2,100
<b>Legal Form</b>	<b>Telephone</b>	<b>Age (Year Started)</b>
Corporation (US)	+1 212 652 5700	21 Years (2001)
<b>History Record</b>	<b>Website</b>	<b>Named Principal</b>
Clear	<a href="http://www.presidio.com">www.presidio.com</a>	Kevin Penn , CHM
<b>Date Incorporated</b>	<b>Present Control Succeeded</b>	<b>Line of Business</b>
06/30/2015	2001	Computer systems design
<b>State of Incorporation</b>		<b>SIC</b>
FLORIDA		73730300
<b>Ownership</b>		<b>NAICS</b>
Not publicly traded		541512

**Street Address:**  
8161 Maple Lawn Blvd Ste 150,  
Fulton, MD, 20759,  
United States Of America





LEGAL EVENTS		
Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	4	10/19/2020
Suits	1	05/07/2018
UCC	91	03/11/2022



FRAUD RISK SCORE INFORMATION

i

No Fraud Risk Score is Available

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is

accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH

MODERATE-HIGH

MODERATE

LOW-MODERATE

LOW

MAXIMUM CREDIT RECOMMENDATION

US\$ 4,500,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

Overall assessment of this organization over the next 12 months: **STABLE CONDITION**

Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**

Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

Level of Risk:Low Risk

Businesses ranked 3 have a probability of becoming no longer viable: 3 %

Percentage of businesses ranked 3: 15 %

Across all US businesses, the average probability of becoming no longer viable:14 %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

Model Segment :Established Trade Payments

Level of Risk:Low Risk

Businesses ranked 3 within this model segment have a probability of becoming no longer viable: 3 %

Percentage of businesses ranked 3 with this model segment: 11 %

Within this model segment, the average probability of becoming no longer viable:5 %

Data Depth Indicator

Data Depth Indicator:

Rich Firmographics

Extensive Commercial Trading Activity

Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

Financial Data: False

Trade Payments:

Company Size:

Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

High Risk (1)

39

Low Risk (100)

Low proportion of satisfactory payment experiences to total payment experiences

UCC Filings reported

High number of enquiries to D&B over last 12 months

High proportion of slow payment experiences to total number of payment experiences

Level of Risk Moderate	Raw Score 1461	Probability of Failure 0.32 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 3
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Business and Industry Trends

FAILURE SCORE

Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms

National %

This Business

39

Region:(SOUTH ATLANTIC)

33

Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES

37

Employee range:(500-2300000)

53

Years in Business:(11-25)

49

DELINQUENCY SCORE

FORMERLY COMMERCIAL CREDIT SCORE

83

High Risk (1)

Low Risk (100)

• Proportion of slow payments in recent months

• Higher risk industry based on delinquency rates for this industry

• Evidence of open suits and liens

Level of Risk

Raw Score

Probability of Delinquency

Compared to Businesses in D&B Database

Class

Low-Moderate

557

2.24 %

10.2 %

2

Business and Industry Trends

DELINQUENCY SCORE

Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms

National %

This Business

83

Region:(SOUTH ATLANTIC)

34

Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES

37

Employee range:(500-2768886)

76

Years in Business:(11-25)

43

D&B PAYDEX

78

High Risk (1)

Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 76

Equals 6 Days Beyond Terms

D&B 3 MONTH PAYDEX

80

High Risk (1)

Low Risk (100)

Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average ON TERMS

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 76

Equals 6 Days Beyond Terms

Business and Industry Trends

7373 - Computer systems design

PAYDEX

Industry Lower Quartile

Industry Median Quartile

Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/10/2020

History since 01/16/2014

Special Rating

-- : Undetermined

Date Applied

D&B Rating

11/25/2019

1R4

08/05/2019

--

03/13/2017

1R4



07/04/2016	--
02/08/2016	1R3

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)		
Overall Payment Behaviour <b>3</b> Days Beyond Terms  <b>Highest Now Owing:</b> US\$ 30,000,000	% of Trade Within Terms <b>71%</b>  <b>Total Trade Experiences:</b> 167 Largest High Credit: US\$ 50,000,000 Average High Credit: US\$ 1,284,430	Highest Past Due <b>US\$ 400,000</b>  <b>Total Unfavorable Comments :</b> 0 Largest High Credit: US\$ 0  <b>Total Placed in Collections:</b> 0 Largest High Credit: US\$ 0

D&B PAYDEX	D&B 3 MONTH PAYDEX
<div><div></div><div></div><div></div><div></div><div>78</div></div> <div>High Risk (1)Low Risk (100)</div> <p>When weighted by amount, Payments to suppliers average 3 days beyond terms</p> <div><div>High risk of late payment (Average 30 to 120 days beyond terms)</div><div>Medium risk of late payment (Average 30 days or less beyond terms)</div><div>Low risk of late payment (Average prompt to 30+ days sooner)</div></div> <p><b>Industry Median 76</b> Equals 6 Days Beyond Terms</p>	<div><div></div><div></div><div></div><div></div><div>80</div></div> <div>High Risk (1)Low Risk (100)</div> <p>Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average ON TERMS</p> <div><div>High risk of late payment (Average 30 to 120 days beyond terms)</div><div>Medium risk of late payment (Average 30 days or less beyond terms)</div><div>Low risk of late payment (Average prompt to 30+ days sooner)</div></div> <p><b>Industry Median 76</b> Equals 6 Days Beyond Terms</p>

BUSINESS AND INDUSTRY TRENDS																									Based on 24 months of data
7373 - Computer systems design																									
<div><div>▲ PAYDEX</div><div>▢ Industry Lower Quartile</div><div>○ Industry Median Quartile</div><div>✱ Industry Upper Quartile</div></div>																									
	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	Current 2022	
This Business	79	79	79	78	78	78	77	77	77	77	77	77	77	77	77	77	78	78	78	78	78	78	78	78	
Industry Quartile																									
Upper	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	-	
Median	-	-	76	-	-	75	-	-	75	-	-	76	-	-	76	-	-	76	-	-	76	-	-	-	
Lower	-	-	67	-	-	66	-	-	66	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-	

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)			
Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	25	US\$ 131,750,000	95
50,000 - 99,999	3	US\$ 220,000	100
15,000 - 49,999	7	US\$ 140,000	64
5,000 - 14,999	21	US\$ 137,500	75
1,000 - 4,999	19	US\$ 38,500	80
Less than 1,000	28	US\$ 10,300	65

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)							
Collapse All   Expand All							
Industry Category-	Number of Payment	Largest High Credit	% Within Terms	1 - 30	31 - 60	61 - 90	91 +

	Experiences	(US\$)	(Expand to View)	Days Late (%)	Days Late (%)	Days Late (%)	Days Late (%)
▼27 - Printing, Publishing and Allied Industries	1	50	0	0	0	0	100
2752 - Lithographic printing	1	50	0	0	0	0	100
▼35 - Industrial and Commercial Machinery and Computer Equipment	6	2,000,000	38	31	0	31	0
3579 - Mfg misc office eqpt	3	5,000	7	0	0	93	0
3577 - Mfg comp peripherals	2	2,000,000	58	42	0	0	0
3572 - Mfg computer storage	1	100,000	50	50	0	0	0
▼36 - Electronic and other electrical equipment and components except computer equipment	2	5,000	75	0	25	0	0
3669 - Mfg alarm/signal dvcs	1	5,000	50	0	50	0	0
3663 - Mfg broadcastng equip	1	750	100	0	0	0	0
▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	2	2,500	88	0	0	0	12
3861 - Mfg photograph equip	2	2,500	88	0	0	0	12
▼42 - Motor Freight Transportation and Warehousing	1	5,000	0	0	100	0	0
4214 - Local truck w/storage	1	5,000	0	0	100	0	0
▼45 - Transportation by Air	5	2,500	100	0	0	0	0
4513 - Air courier service	5	2,500	100	0	0	0	0
▼47 - Transportation Services	2	7,500	96	0	2	0	2
4731 - Arrange cargo transpt	2	7,500	96	0	2	0	2
▼48 - Communications	6	7,500	67	33	0	0	0
4813 - Telephone communictns	4	7,500	100	0	0	0	0
4899 - Misc communictns svcs	1	2,500	0	100	0	0	0
4812 - Radiotelephone commun	1	750	100	0	0	0	0
▼50 - Wholesale Trade - Durable Goods	26	50,000,000	84	8	8	0	0
5045 - Whol computers/softwr	10	50,000,000	100	0	0	0	0
5065 - Whol electronic parts	9	50,000,000	100	0	0	0	0
5063 - Whol	3	15,000	51	49	0	0	0

electrical equip							
5044 - Whol office equipment	2	600,000	50	0	50	0	0
5064 - Whol appliances	1	300,000	100	0	0	0	0
5085 - Whol industrial suppl	1	100	100	0	0	0	0
▼51 - Wholesale Trade - Nondurable Goods	2	5,000	100	0	0	0	0
5113 - Whol service paper	2	5,000	100	0	0	0	0
▼57 - Home Furniture Furnishings and Equipment Stores	1	250	0	0	0	0	100
5734 - Ret computer/software	1	250	0	0	0	0	100
▼59 - Miscellaneous Retail	1	50	100	0	0	0	0
5943 - Ret stationery	1	50	100	0	0	0	0
▼60 - Depository Institutions	3	10,000	96	4	0	0	0
6021 - Natnl commercial bank	3	10,000	96	4	0	0	0
▼61 - Nondepository Credit Institutions	13	800,000	73	3	25	0	0
6159 - Misc business credit	8	800,000	51	0	49	0	0
6153 - Short-trm busn credit	5	25,000	95	5	0	0	0
▼73 - Business Services	11	4,000,000	74	15	0	0	10
7373 - Computer system desgn	4	4,000,000	50	48	2	0	0
7372 - Prepackaged software	2	2,000,000	50	0	0	0	50
7371 - Custom programming	2	100,000	71	29	0	0	0
7389 - Misc business service	2	750	100	0	0	0	0
7363 - Help supply service	1	2,500	100	0	0	0	0
▼87 - Engineering Accounting Research Management and Related Services	2	100,000	25	75	0	0	0
8748 - Business consulting	1	100,000	50	50	0	0	0
8741 - Management services	1	250	0	100	0	0	0
▼91 - Executive Legislative and General Government except Finance	2	2,500	100	0	0	0	0
9111 - Executive office	2	2,500	100	0	0	0	0
▼93 - Public Finance Taxation and Monetary Policy	7	15,000	100	0	0	0	0
9311 - Public finance	7	15,000	100	0	0	0	0

▼94 - Administration of Human Resource Programs	1	5,000	100	0	0	0	0
9431 - Admin public health	1	5,000	100	0	0	0	0
▼99 - Nonclassifiable Establishments	11	250,000	10	82	0	8	0
9999 - Nonclassified	11	250,000	10	82	0	8	0

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/22	Pays Promptly	-	0	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50,000,000	30,000,000	200,000	1
05/22	Pays Promptly	-	1,000,000	900,000	200,000	1
05/22	Pays Promptly	N60	900,000	800,000	0	1
05/22	Pays Promptly	-	400,000	5,000	0	1
05/22	Pays Promptly	N30	400,000	200,000	0	1
05/22	Pays Promptly	-	300,000	300,000	0	1
05/22	Pays Promptly	N30	250,000	35,000	0	1
05/22	Pays Promptly	N45	65,000	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	Lease Agreemnt	10,000	7,500	0	1
05/22	Pays Promptly	-	5,000	0	0	1
05/22	Pays Promptly	-	2,500	2,500	0	Between 4 and 5 Months
05/22	Pays Promptly	N30	2,500	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	500	0	0	Between 2 and 3 Months
05/22	Pays Promptly	N30	100	0	0	Between 2 and 3 Months
05/22	Pays Prompt to Slow 60+	-	600,000	5,000	2,500	1
05/22	Pays Prompt to Slow 60+	-	15,000	5,000	1,000	1
05/22	Pays Prompt to Slow 120+	-	750	0	0	Between 4 and 5 Months
05/22	-	Cash account	50	0	0	1
05/22	-	Cash account	50	0	0	1
05/22	-	Cash account	50	0	0	1
05/22	-	Cash account	50	0	0	1
04/22	Pays Promptly	-	7,500	0	0	Between 4 and 5 Months
04/22	Pays Promptly	-	7,500	0	0	Between 4 and 5 Months
04/22	Pays Promptly	-	5,000	2,500	0	1
04/22	Pays Promptly	-	5,000	2,500	0	1
04/22	Pays Promptly	-	750	0	0	Between 4 and 5 Months
04/22	Pays Promptly	-	750	250	0	1
04/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
04/22	Pays Promptly	-	250	0	0	1
04/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
04/22	Pays Promptly	-	100	0	0	Between 4 and 5 Months
04/22	Pays Promptly	-	0	0	0	1
04/22	Pays Prompt to Slow 30+	-	2,000,000	200,000	0	1
04/22	Pays Prompt to Slow 30+	-	100,000	0	0	Between 6 and 12 Months
04/22	Pays Prompt to Slow 30+	-	2,500	0	0	Between 6 and 12 Months
04/22	Pays Prompt to Slow 60+	Lease Agreemnt	2,500	2,500	1,000	1
04/22	Pays Slow 30+	Lease Agreemnt	250	0	0	Between 6 and 12 Months

Date of Experience ▼	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/22	Pays Slow 40+	N30	5,000	0	0	1
04/22	Pays Slow 90+	-	5,000	5,000	5,000	-
04/22	Pays Slow 120+	-	250	250	250	-
04/22	-	-	250	0	0	1
04/22	-	Cash account	100	0	0	Between 2 and 3 Months
04/22	-	Cash account	50	0	0	1
04/22	-	Cash account	50	0	0	1
04/22	-	Cash account	50	0	0	1
04/22	-	Cash account	50	0	0	1
03/22	Pays Promptly	-	2,500	0	0	1
03/22	Pays Prompt to Slow 30+	-	250,000	200,000	1,000	1
03/22	Pays Slow 60+	-	1,000	50	50	Between 4 and 5 Months
03/22	Pays Slow 90+	-	750	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000	0	0	1
02/22	Pays Prompt to Slow 60+	-	200,000	20,000	7,500	1
01/22	Pays Promptly	-	2,500	0	0	1
12/21	Pays Prompt to Slow 30+	-	40,000	2,500	250	1
12/21	Pays Slow 45-180+	-	250	50	50	-
11/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	100	0	0	Between 6 and 12 Months
10/21	-	Cash account	0	0	0	Between 6 and 12 Months
10/21	-	Cash account	0	0	0	Between 6 and 12 Months
09/21	-	Cash account	0	0	0	1
09/21	-	Cash account	0	0	0	1
08/21	Pays Promptly	-	25,000	0	0	Between 6 and 12 Months
04/21	Pays Promptly	-	750	0	0	Between 6 and 12 Months
03/21	Pays Promptly	-	2,500	0	0	1
03/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
03/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
02/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
02/21	Pays Promptly	-	1,000	0	0	1
02/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
02/21	Pays Promptly	-	1,000	0	0	1
02/21	Pays Promptly	-	250	0	0	1
02/21	Pays Prompt to Slow 90+	-	7,500	7,500	7,500	1
11/20	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
11/20	Pays Prompt to Slow 30+	N30	5,000	0	0	Between 6 and 12 Months
08/20	Pays Promptly	N30	50	0	0	Between 6 and 12 Months
06/20	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/20	Pays Promptly	-	2,500	0	0	1
04/20	Pays Promptly	-	750	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	56	US\$ 4,800
Payment record unknown	6	US\$ 202,300
Unfavorable comments	0	US\$ 0
Placed for collections	0	US\$ 0
Total in D&B's file	167	US\$ 132,503,400

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Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

DOMESTIC ULTIMATE		
Company	City , State	D-U-N-S® NUMBER
BCEC - PORT HOLDINGS (DELAWARE), LP	NEW YORK , New York	11-734-4407

PARENT		
Company	City , State	D-U-N-S® NUMBER
PRESIDIO, INC.	NEW YORK , New York	79-906-4451

SUBSIDIARIES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC	LEWISVILLE , Texas	11-436-9671
PRESIDIO GOVERNMENT SOLUTIONS LLC	RESTON , Virginia	11-759-8316

BRANCHES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
PRESIDIO NETWORKED SOLUTIONS LLC	HOUSTON , Texas	00-974-5290
PRESIDIO NETWORKED SOLUTIONS LLC	DALLAS , Texas	04-508-7884
PRESIDIO NETWORKED SOLUTIONS LLC	ALBUQUERQUE , New Mexico	36-176-4942
PRESIDIO NETWORKED SOLUTIONS LLC	VIRGINIA BEACH , Virginia	11-872-7515
PRESIDIO NETWORKED SOLUTIONS LLC	AUSTIN , Texas	12-236-0303
PRESIDIO NETWORKED SOLUTIONS LLC	JACKSONVILLE , Florida	14-660-3068
PRESIDIO NETWORKED SOLUTIONS LLC	TAMPA , Florida	14-660-3084
PRESIDIO NETWORKED SOLUTIONS LLC	ARDEN , North Carolina	18-044-6882
PRESIDIO NETWORKED SOLUTIONS LLC	VIRGINIA BEACH , Virginia	55-566-5145

<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>BIRMINGHAM , Alabama</b>	<b>78-418-6962</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>CHARLOTTE , North Carolina</b>	<b>78-418-6970</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>AUSTIN , Texas</b>	<b>78-418-6988</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>NORCROSS , Georgia</b>	<b>80-777-5494</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>PITTSBURGH , Pennsylvania</b>	<b>80-777-6849</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>PLYMOUTH MEETING , Pennsylvania</b>	<b>80-777-6823</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>TALLAHASSEE , Florida</b>	<b>12-933-7171</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>CHICAGO , Illinois</b>	<b>82-476-4844</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>SACRAMENTO , California</b>	<b>82-707-2328</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>LEWISVILLE , Texas</b>	<b>78-877-6503</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>WOBURN , Massachusetts</b>	<b>94-681-6316</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>LAKE OSWEGO , Oregon</b>	<b>01-084-4683</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>DURHAM , North Carolina</b>	<b>04-127-2103</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>OAKLAND PARK , Florida</b>	<b>00-812-6697</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>COLUMBIA , South Carolina</b>	<b>04-151-9635</b>
<b>PRESIDIO NETWORKED SOLUTIONS LLC</b>	<b>ORLANDO , Florida</b>	<b>07-860-3986</b>
<b>This list is limited to the first 25 branches.</b>		

<b>AFFILIATES (DOMESTIC)</b>		
<b>Company</b>	<b>City , State</b>	<b>D-U-N-S® NUMBER</b>
<b>PRESIDIO TECHNOLOGY CAPITAL, LLC</b>	<b>NORCROSS , Georgia</b>	<b>01-076-3881</b>
<b>PRESIDIO, LLC</b>	<b>RESTON , Virginia</b>	<b>03-004-0869</b>
<b>NETECH CORPORATION</b>	<b>CALEDONIA , Michigan</b>	<b>96-562-8746</b>
<b>BLUEWATER COMMUNICATIONS GROUP LLC</b>	<b>HAUPPAUGE , New York</b>	<b>78-031-8270</b>
<b>PRESIDIO NETWORKED SOLUTIONS, INC.</b>	<b>NEW YORK , New York</b>	<b>08-000-5993</b>
<b>PRESIDIO INFRASTRUCTURE SOLUTIONS LLC</b>	<b>CALEDONIA , Michigan</b>	<b>08-047-0108</b>
<b>PRESIDIO HOLDINGS INC.</b>	<b>RESTON , Virginia</b>	<b>08-049-5226</b>

PRESIDIO CAPITAL FUNDING LLC	HAUPPAUGE , New York	07-852-8195
AEGIS MERGER SUB, INC.	NEW YORK , New York	08-081-2067
PRESIDIO NETWORKED SOLUTIONS LLC	HAUPPAUGE , New York	07-952-0633
3RD AVE. CREATIVE MARKETING & BRANDING LLC	NEW YORK , New York	11-725-6981
PRESIDIO IS LLC	NEW YORK , New York	11-729-7307
CODA GLOBAL, LLC	SOUTHLAKE , Texas	08-015-3746

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	4 Latest Filing: 10/19/2020	1 Latest Filing: 05/07/2018	91 Latest Filing: 03/11/2022

EVENTS	
Lien - Tax Lien	
Filing Date	10/19/2020
Filing Number	2020103169
Status	Open
Date Status Attained	10/19/2020
Received Date	01/21/2021
Amount	US\$ 172
Debtors	PESIDIO NETWORKED SOLUTIONS, INC, ALBUQUERQUE, NM
Creditors	STATE OF NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTI
Court	BERNALILLO COUNTY RECORDER OF DEEDS, ALBUQUERQUE, NM
Lien - Tax Lien	
Filing Date	04/24/2019
Filing Number	201900103464
Status	Open
Date Status Attained	04/24/2019
Received Date	06/03/2019
Amount	US\$ 1,352
Debtors	PRESIDIO NETWORKED SOLUTIONS LLC, WOBURN, MA
Creditors	TEXAS WORKFORCE COMMISSION STATE OF TEXAS
Court	DALLAS COUNTY RECORDERS OFFICE, DALLAS, TX



Lien - Tax Lien

Filing Date	03/11/2019
Filing Number	196906449
Status	Release
Date Status Attained	05/23/2019
Received Date	06/06/2019
Amount	US\$ 1,329
Debtors	PRESIDIO NETWORKED SOLUTIONS I, WOBURN, MA
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Lien - Tax Lien

Filing Date	12/21/2017
Filing Number	1712211199
Status	Release
Date Status Attained	03/22/2019
Received Date	04/17/2019
Amount	US\$ 1,598
Debtors	PRESIDIO NETWORKED SOLUTIONS GROUP LLC, WOBURN, MA AND OTHERS
Creditors	TAX COLLECTOR
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

Suit

Filing Date	05/07/2018
Filing Number	201800447364V
Status	Pending
Date Status Attained	05/07/2018
Received Date	05/18/2018
Cause	Breach Of Contract
Plaintiffs	BETTERS, DOYLE, WASHINGTON, DC
Defendant	PRESIDIO NETWORKED SOLUTIONS GROUP LLC, LEWISVILLE, TX
Court	MONTGOMERY COUNTY CIRCUIT COURT, ROCKVILLE, MD

UCC Filing - Continuation

Filing Date	09/14/2020
Filing Number	202004723945
Received Date	09/15/2020
Original Filing Date	10/13/2015
Original Filing Number	201505331941
Secured Party	CROWN CREDIT COMPANY, NEW BREMEN, OH
Debtors	PRESIDIO NETWORKED SOLUTIONS LLC, RESTON, VA
Filing Office	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

**UCC Filing** - Continuation

<b>Filing Date</b>	10/06/2017
<b>Filing Number</b>	201702897468
<b>Received Date</b>	10/10/2017
<b>Original Filing Date</b>	04/02/2008
<b>Original Filing Number</b>	200808012787
<b>Secured Party</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS LLC, RESTON, VA
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

**UCC Filing** - Original

<b>Filing Date</b>	10/13/2015
<b>Filing Number</b>	201505331941
<b>Received Date</b>	10/23/2015
<b>Collateral</b>	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Contract rights and proceeds - and OTHERS
<b>Secured Party</b>	CROWN CREDIT COMPANY, NEW BREMEN, OH
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS LLC, RESTON, VA
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

**UCC Filing** - Original

<b>Filing Date</b>	07/08/2015
<b>Filing Number</b>	201504349677
<b>Received Date</b>	07/22/2015
<b>Collateral</b>	All Assets
<b>Secured Party</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS LLC
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

**UCC Filing** - Amendment

<b>Filing Date</b>	07/01/2015
<b>Filing Number</b>	201504293868
<b>Received Date</b>	07/16/2015
<b>Original Filing Date</b>	02/02/2015
<b>Original Filing Number</b>	201503025282
<b>Secured Party</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS LLC
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

**UCC Filing** - Amendment

<b>Filing Date</b>	06/30/2015
<b>Filing Number</b>	201504280375

<b>Received Date</b>	07/13/2015
<b>Collateral</b>	Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - Equipment including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products
<b>Original Filing Date</b>	04/02/2008
<b>Original Filing Number</b>	200808012787
<b>Secured Party</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS LLC, RESTON, VA
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	02/02/2015
<b>Filing Number</b>	201503025282
<b>Received Date</b>	02/13/2015
<b>Collateral</b>	All Assets
<b>Secured Party</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	08/07/2014
<b>Filing Number</b>	20140196624X
<b>Received Date</b>	08/22/2014
<b>Collateral</b>	Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Computer equipment and proceeds - Equipment and proceeds
<b>Secured Party</b>	PNC EQUIPMENT FINANCE, LLC, CINCINNATI, OH
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Continuation	
<b>Filing Date</b>	04/15/2014
<b>Filing Number</b>	00000181374726
<b>Received Date</b>	04/24/2014
<b>Original Filing Date</b>	07/14/2009
<b>Original Filing Number</b>	00000181374726
<b>Secured Party</b>	KEY GONERNMENT FINANCE, INC., SUPERIOR, CO
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTION, INC.
<b>Filing Office</b>	UCC DIVISION, BALTIMORE, MD
<b>UCC Filing</b> - Continuation	
<b>Filing Date</b>	03/24/2014
<b>Filing Number</b>	00000181373045
<b>Received Date</b>	03/28/2014

<b>Original Filing Date</b>	06/19/2009
<b>Original Filing Number</b>	00000181373045
<b>Secured Party</b>	KEY GOVERNMENT FINANCE INC, SUPERIOR, CO
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC
<b>Filing Office</b>	UCC DIVISION, BALTIMORE, MD
<b>UCC Filing</b> - Continuation	
<b>Filing Date</b>	10/30/2012
<b>Filing Number</b>	201207797802
<b>Received Date</b>	11/01/2012
<b>Original Filing Date</b>	04/02/2008
<b>Original Filing Number</b>	200808012787
<b>Secured Party</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Amendment	
<b>Filing Date</b>	08/31/2012
<b>Filing Number</b>	201207444381
<b>Received Date</b>	09/13/2012
<b>Collateral</b>	RECEIVABLES and proceeds
<b>Original Filing Date</b>	04/02/2008
<b>Original Filing Number</b>	200808012787
<b>Secured Party</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	04/12/2012
<b>Filing Number</b>	201206539419
<b>Received Date</b>	04/30/2012
<b>Collateral</b>	Equipment and proceeds
<b>Secured Party</b>	WELLS FARGO BANK, N.A., LINCOLNSHIRE, IL
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC., WOBUM, MA
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	11/01/2010
<b>Filing Number</b>	00000181407090
<b>Received Date</b>	12/29/2010
<b>Collateral</b>	Equipment including proceeds and products
<b>Secured Party</b>	KEY GOVERNMENT FINANCE INC., SUPERIOR, CO

<b>Debtors</b>	PRESIDIO NETWORKS SOLUTIONS INC
<b>Filing Office</b>	UCC DIVISION, BALTIMORE, MD
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	07/14/2009
<b>Filing Number</b>	00000181374726
<b>Received Date</b>	08/21/2009
<b>Collateral</b>	Equipment including proceeds and products
<b>Secured Party</b>	KEY GONERNMENT FINANCE, INC., SUPERIOR, CO
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTION, INC.
<b>Filing Office</b>	UCC DIVISION, BALTIMORE, MD
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	06/19/2009
<b>Filing Number</b>	00000181373045
<b>Received Date</b>	07/20/2009
<b>Collateral</b>	Equipment including proceeds and products
<b>Secured Party</b>	KEY GOVERNMENT FINANCE INC, SUPERIOR, CO
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC
<b>Filing Office</b>	UCC DIVISION, BALTIMORE, MD
<b>UCC Filing</b> - Amendment	
<b>Filing Date</b>	09/09/2008
<b>Filing Number</b>	200809119747
<b>Received Date</b>	09/16/2008
<b>Collateral</b>	Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products
<b>Original Filing Date</b>	04/02/2008
<b>Original Filing Number</b>	200808012787
<b>Secured Party</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
<b>Debtors</b>	PRESIDIO NETWORKED SOLUTIONS, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	04/02/2008
<b>Filing Number</b>	2008 1159449
<b>Received Date</b>	04/30/2008
<b>Collateral</b>	Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - Computer equipment including proceeds and products - and OTHERS
<b>Secured Party</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT, PITTSBURGH, PA
<b>Debtors</b>	INTEGRATED SOLUTIONS, INC.
<b>Debtors</b>	PRESIDIO, INC., NORCROSS, GA
<b>Debtors</b>	and OTHERS

Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	04/02/2008
Filing Number	200808012787
Received Date	04/17/2008
Collateral	Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - RETURNED GOODS including proceeds and products
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
Debtors	PRESIDIO NETWORKED SOLUTIONS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

There are no Special Events recorded for this business.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW		
<b>D-U-N-S</b> 15-405-0959	<b>Mailing Address</b> UNITED STATES	<b>Employees</b> 2,100
<b>Legal Form</b> Corporation (US)	<b>Telephone</b> +1 212 652 5700	<b>Age (Year Started)</b> 21 Years (2001)
<b>History Record</b> Clear	<b>Website</b> <a href="http://www.presidio.com">www.presidio.com</a>	<b>Named Principal</b> Kevin Penn , CHM
<b>Date Incorporated</b> 06/30/2015	<b>Present Control Succeeded</b> 2001	<b>Line of Business</b> Computer systems design
<b>Business Commenced On</b> 2001	<b>SIC</b> 73730300	
<b>State of Incorporation</b> FLORIDA	<b>NAICS</b> 541512	
<b>Ownership</b> Not publicly traded		



BUSINESS REGISTRATION	
Corporate and business registrations reported by the secretary of state or other official source as of: 2022-05-13 This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.	
<b>Registered Name</b>	PRESIDIO NETWORKED SOLUTIONS LLC
<b>Corporation Type</b>	Corporation (US)
<b>State of Incorporation</b>	FLORIDA
<b>Registration ID</b>	L15000111335
<b>Registration Status</b>	ACTIVE
<b>Filing Date</b>	06/30/2015
<b>Where Filed</b>	STATE DEPARTMENT/CORPORATION DIVISION
<b>Registered Agent</b>	
<b>Name</b>	CORPORATION SERVICE COMPANY
<b>Address</b>	1201 HAYS STREET, TALLAHASSEE, FL, 323012525
<b>Registered Principal</b>	
<b>Name</b>	Presidio LLC
<b>Title</b>	-
<b>Address</b>	1 Penn Plaza, New York, NY, 101190000

PRINCIPALS
<b>Officers</b>
ROBERT CAGNAZZI, CEO

DAVID HART, COO-EXEC V PRES  
RUDY CASASOLA, DIV PRES  
PAUL FLETCHER, EXEC V PRES-FIN-TREAS  
JAY T STAPLES, V PRES  
JD LARSEN, DIV-CFO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 01/04/2022

The Florida Secretary of State's business registrations file showed that Presidio Networked Solutions LLC was registered as a Limited Liability Company on June 30, 2015, under file registration number L15000111335.

Business started 2001.

MERGER/ACQUISITION: As of February 8, 2016, outside sources confirmed that Networked Information Systems, LLC merged with Presidio Networked Solutions LLC on February 2, 2007. Presidio Networked Solutions LLC is the surviving entity.

ROBERT CAGNAZZI. 2012-present active here.

DAVID HART. 2005-present active here.

RUDY CASASOLA. 1993-present active here.

PAUL FLETCHER. 2005-present active here.

JAY T STAPLES. Antecedents are unknown.

JD LARSEN. Antecedents are unknown.

Business name changed from The Florida Presidio Corporation to The Presidio Corporation.

Business name changed from The Presidio Corporation to Presidio Networked Solutions, Inc..

Business name changed from Presidio Networked Solutions, Inc. to Presidio Networked Solutions LLC.

Majority of the stocks is owned by the parent company.

Business address has changed from 7601 Ora Glen Dr Ste 100, Greenbelt, MD 20770 to 8161 Maple Lawn Blvd Ste 150, Fulton, MD 20759.

Business address has changed from 8161 Maple Lawn Blvd Ste 150, Fulton, MD, 20759 to 1 Penn Plz Ste 2832, New York, NY, 10019.

Business address has changed from 1 Penn Plz Ste 2832, New York, NY, 10019 to 12100 Sunset Hills Rd Ste 300, Reston , VA, 20190.

Business address has changed from 12100 Sunset Hills Rd Ste 300, Reston , VA, 20190 to 8161 Maple Lawn Blvd Ste 150, Fulton, MD, 20759.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 01/04/2022

Business Information

Trade Names	(SUBSIDIARY OF PRESIDIO, INC., NEW YORK, NY); PRESIDIO
Description	<p>Subsidiary of PRESIDIO, INC., NEW YORK, NY which operates as a designer of computer integrated systems.</p> <p>As noted, this company is a subsidiary of Presidio, Inc., DUNS# 79-906-4451, and reference is made to that report for background information on the parent and its management.</p> <p>Designs computer integrated systems, specializing in computer system selling services, analysis or design, computer-aided engineering (CAE) systems and computer-aided manufacturing (CAM) systems (100%).</p> <p>Terms are Net 30 days. Sells to commercial concerns and the government. Territory : International.</p>
Employees	2,100 which includes officer(s). Undetermined employed here.
Financing Status	Secured
Seasonality	Nonseasonal.
Tenure	Rents
Facilities	Rents 51,540 sq. ft. in a multi story concrete block building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
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Industry Code	Description	Percentage of Business
7373	Computer systems design	-
73730300	Computer system selling services	-
73730101	Computer systems analysis and design	-
73730402	Computer-aided engineering (CAE) systems service	-
73730403	Computer-aided manufacturing (CAM) systems service	-
NAICS Codes	NAICS Description	
541512	Computer Systems Design Services	
541512	Computer Systems Design Services	
541512	Computer Systems Design Services	
541512	Computer Systems Design Services	

GOVERNMENT ACTIVITY		
Activity Summary		
Borrower(Dir/Guar)	No	
Administrative Debt	No	
Contractor	Yes	
Grantee	No	
Party excluded from federal program(s)	No	

Associations

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT			
Company Name	Type	Status	Date Created
Presidio Networked Solutions [MD] <NE>	ACCOUNT - #PRESI010	No Action Recommended	05/19/2015
Presidio Networked Solutions-SPARES	ACCOUNT - #PRESI017	No Action Recommended	05/19/2015
Presidio Networked Solutions	ACCOUNT - #PRESI014	No Action Recommended	05/19/2015

Your Information

Record additional information about this company to supplement the D&B information.		
Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.		
In Folders: View		
Account Number	Endorsement/Billing Reference * bstewart@presidio.com	Sales Representatives

Credit Limit	Total Outstanding
0	0