

**Solicitation Number: 030223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Presidio Networked Solutions LLC, 8161 Maple Lawn Blvd., Suite 150, Fulton, MD 20759 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Scoreboards, Digital Displays, and Video Boards with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier will pass on the OEMs warranty to customer and work with the customer to connect to the OEM to process a warranty claim. Supplier services are warranted for ninety (90) days from the date of final delivery of the services, during which period Supplier shall promptly correct an defective workmanship at no additional cost to Participating Entity as Participating Entity's sole and exclusive remedy. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase. Supplier shall be paid within thirty (30) days of receipt of invoice. Any undisputed, late payment shall incur interest of 1.5% per month or the highest interest rate allowed by the Participating Entity's governing law, whichever is less.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

In the event of termination, Supplier is entitled to payment of products delivered and services rendered, including all associated costs and expenses incurred, prior to the effective date of termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

LIMITATION OF LIABILITY: IN NO EVENT SHALL SUPPLIER 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 SOURCEWELL OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SUPPLIER'S ENTIRE LIABILITY HEREUNDER AND SOURCEWELL'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.



SUPPLIER SHALL NOT BE LIABLE TO SOURCEWELL 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 SOURCEWELL 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, SOURCEWELL'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 SOURCEWELL, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE "SOURCEWELL COMPUTER SYSTEMS"), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACH; (IV) A BREACH IN THE SECURITY OF ANY OF SOURCEWELL COMPUTER SYSTEMS; (V) THE INTEGRITY OR AUTHENTICITY OF SOURCEWELL'S ITS USERS' OR THIRD PARTIES' CONTENT, DATA, OR INFORMATION (VI) IN ADDITION TO ANY RESPONSIBILITIES SPECIFIED IN AN SOW, SOURCEWELL 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 SOURCEWELL'S, ITS EMPLOYEES, SUBCONTRACTORS, OR THIRD PARTIES' ACCESS AND USE OF THE SOURCEWELL COMPUTER SYSTEMS, OR (VII) SOURCEWELL'S FAILURE TO IMPLEMENT ANY SECURITY RECOMMENDATIONS MADE BY SUPPLIER.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or

- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.



§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Presidio Networked Solutions LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/28/2023 | 9:33 AM CDT

DocuSigned by:  
*Jackie Arnett*  
By: E681680BF2D048C...  
Jackie Arnett  
Title: Contracts Director  
Date: 7/28/2023 | 9:17 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/28/2023 | 3:34 PM CDT

# RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

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## Vendor Details

Company Name: Presidio  
Address: 8161 Maple Lawn Blvd., Suite 150  
Fulton, MD 20759  
Contact: Jackie Arnett  
Email: jarnett@presidio.com  
Phone: 812-350-0808  
HST#: 58-1667655

## Submission Details

Created On: Friday February 24, 2023 15:09:19  
Submitted On: Wednesday March 01, 2023 15:47:14  
Submitted By: Jackie Arnett  
Email: jarnett@presidio.com  
Transaction #: bd494f03-02dd-4cf9-8c05-1f61e06037cc  
Submitter's IP Address: 174.202.101.225

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Presidio Networked Solutions LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Presidio Networked Solutions LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Presidio Networked Solutions LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Presidio's CAGE Code is 0KD05
5	Proposer Physical Address:	Presidio Networked Solutions LLC 8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759
6	Proposer website address (or addresses):	www.presidio.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	The authorized representative to negotiate and agree to contractual terms on behalf of Presidio and authorized to bind Presidio legally to a formal contract is: Jackie Arnett, Contracts Director 8161 Maple Lawn Boulevard, Suite 150 Fulton, MD 20759 jarnett@presidio.com Phone: 812-350-0808
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jackie Arnett, Contracts Director 8161 Maple Lawn Boulevard, Suite 150 Fulton, MD 20759 jarnett@presidio.com Phone: 812-350-0808
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jackie Arnett, Contracts Director 8161 Maple Lawn Boulevard, Suite 150 Fulton, MD 20759 jarnett@presidio.com Phone: 812-350-0808

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>As a global solution provider, Presidio combines experience and stability with regional expertise and service, so Sourcewell and its clients can rest assured we will be there to help you locally with the ability to cover your business needs. Presidio collaborates with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Our 98 percent client retention rate and annual growth rates demonstrate our passion for driving client results.</p> <p>We are not just trusted partners; we enable new thinking that can benefit Sourcewell and its clients now and in the future. Presidio's superior expertise is our core strength. Our clients view Presidio as an extension of their organization proactively working with them to identify opportunities and apply solutions that improve technology challenges and satisfy business objectives. By taking the time to understand how our clients define success, Presidio designs enduring solutions that meet your immediate needs, and prepare you for tomorrow.</p> <p>One of Presidio's main competitive advantages is our ability to integrate complex, multi-technology environments. We have the technical expertise to navigate and assess unique IT challenges, interpret requirements, and transform the latest technology innovations into meaningful enhancements to our clients' existing infrastructure. We combine the strategic vision, planning skills, and business acumen typically found in only the largest consulting companies, with the actionable, results oriented approach of systems integrators. Recognized as a leading partner by multiple collaboration vendors, Presidio focuses on defining the integration realities, not just the possibilities, within all aspects of the collaboration product sets, regardless of which vendor is chosen. We believe clients deserve to have confidence in the collaborative enterprise solution that best fits their needs.</p> <p><b>Core Values</b></p> <p>At Presidio, our core values define our culture. They are our guiding principles and our fundamental beliefs. We are always looking for top talent that can embody the following values:</p> <ul style="list-style-type: none"> <li>• Teamwork – We foster a collaborative, respectful work environment that brings together our diverse talents and extends to our customer relationships. We believe that when everyone is working together, success follows.</li> <li>• Execution Excellence – We are passionate, practical, responsive, and relentless in delivering the right solutions to our customers and partners.</li> <li>• Integrity – We are experienced professionals who work to the highest standards of ethics and honesty.</li> <li>• Forward Thinking – We are visionary in our approach, constantly looking ahead to anticipate what is next. We strive to be leaders in everything we do.</li> </ul>
11	What are your company's expectations in the event of an award?	<p>Our mission is to enable Sourcewell and its clients to capture economic value from the digital transformation of their businesses by developing, implementing, and managing world class, cloud-ready, secure, and agile IT infrastructure solutions for UC and contact centers. We deliver this technology expertise through a full lifecycle model of professional, managed, and support services including strategy, consulting, implementation, and design.</p> <p>Presidio will negotiate in good faith the proposed terms and conditions or agreements that may be incorporated into a contract between the parties as a result of this RFP. Upon agreement, Presidio will assign Sales Account Managers to assist Sourcewell members and communicate the new procurement contract.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Presidio is a financially secure and diversified company generating well over \$3.7B of revenue per year. We have an exceptionally strong balance sheet that has enabled us to sustain annual growth rates. At a time when the technology industry in particular has weathered challenging market conditions, Presidio has remained a picture of stability, growth, and excellence in leadership and management. Our financial stability and access to ample credit ensures our ability to support our customers with any resources required. Since Presidio is not a publicly traded company, we do not provide financial information as a standard course of business. However, we have provided a bank letter, independent auditor report letter, and D&amp;B report as attachments</p>
13	What is your US market share for the solutions that you are proposing?	<p>Presidio was ranked as one of the 2022 top 25 Solution Providers in the US by CRN Magazine. CRN's 2022 Solution Provider 500 List ranks the top integrators, service providers, and IT consultants in North America by services revenue. For additional information, see <a href="https://www.crn.com/slide-shows/channel-programs/the-25-top-solution-provider-companies-2022-solution-provider-500/3">https://www.crn.com/slide-shows/channel-programs/the-25-top-solution-provider-companies-2022-solution-provider-500/3</a>.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Presidio was ranked as one of the 2022 top 25 Solution Providers in the US by CRN Magazine. CRN's 2022 Solution Provider 500 List ranks the top integrators, service providers, and IT consultants in North America, which includes Canada, by services revenue. For additional information, see <a href="https://www.crn.com/slide-shows/channel-programs/the-25-top-solution-provider-companies-2022-solution-provider-500/3">https://www.crn.com/slide-shows/channel-programs/the-25-top-solution-provider-companies-2022-solution-provider-500/3</a></p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Presidio has never engaged in any bankruptcy proceedings and currently is not involved in any lawsuits.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Presidio is best described as a Distributor/Dealer/Reseller'</p> <p>Presidio has attached our written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our engineering team's expertise ranges from enterprise and solutions architects, who have extensive knowledge of cross domain integrated software-hardware systems, to a large number of domain-specific engineers who are experts in networking, storage, cloud systems, DevOps, automation, software-defined data centers, IoT technologies, collaboration, and many other technologies. Although these domain-specific engineers are experts in specific technologies, they are also experts across multiple vendors within those domains. Presidio staff hold certifications from vendors like Dell, Amazon Web Services, Google Cloud Platform, Microsoft (cloud and on-premises technologies),</p> <p>Because of this, our engineers undergo training continuously with our technology partners. To formalize that process, Presidio has created our Engineering Training and Enablement Program. In addition, Presidio has a Technical Enablement Track that provides a guideline of expectations or roles and career growth plans for Presidio's engineering resources. It is utilized for existing employees as an assessment of where an individual currently is and areas of needed or desired growth. It is reviewed quarterly or annually with the employee's direct manager. It is utilized to determine each individual's plan based upon market need, technology trends, and gaps in their current skillset, all while taking into account the individual's interests and passions. The Technical Enablement Track is maintained by Presidio's Advisory Board in the technology practices of collaboration, data center (including cloud), mobility, networking, and security (including cyber security).</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Presidio has had no suspensions, debarments, or litigation that would adversely affect our ability to fulfill our obligations under this contract</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	GLOBAL, REGIONAL, AND NATIONAL INDUSTRY AND PARTNER AWARDS Presidio recognizes awards and certifications are not the most important measurement of our success; however, they help tell our story. Presidio has been recognized by partners and various business associations for special achievements and expertise, performance, and customer satisfaction. We value and are proud of these accolades, as they are important benchmarks in our industry.
20	What percentage of your sales are to the governmental sector in the past three years	Presidio's corporate policy is not to disclose individual customer information of this nature in our proposals. Presidio is a leading IT solutions provider servicing middle market, enterprise, and government clients. While we have certain customers that represent more of our revenue than others do, no one customer represents a significant percentage of our overall business. The following table presents Presidio's top 14 customer vertical markets by revenue.  State and Local Government    FY21    14%
21	What percentage of your sales are to the education sector in the past three years	Presidio's corporate policy is not to disclose individual customer information of this nature in our proposals. Presidio is a leading IT solutions provider servicing middle market, enterprise, and government clients. While we have certain customers that represent more of our revenue than others do, no one customer represents a significant percentage of our overall business. The following table presents Presidio's top 14 customer vertical markets by revenue. Education    FY21    10%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAME OF STATE OR COOPERATIVE PURCHASING CONTRACT    CONTRACT NUMBER    ANNUAL SALES PAST THREE YEARS    CONTRACT  FY2022    FY2021    FY2023 ASC Texas Region 19 22-7429    \$843,170.00    \$41,409.00    \$0.00 BuyBoard 661-22    \$122,172.00    \$36,772.00    \$0.00 MHEC MHEC-08012021    \$327,751.00    \$528,462.00    \$0.00 MICTA 179AN-TUSA2018-0820    \$0.00    \$218,803.00    \$0.00 NASPO AR3113    \$749,354.00    \$3,105,428.00 \$371,509.00 TIPS 210503    \$3,608,890.00    \$7,865,109.00 \$0.00 TIPS 220105    \$166,208.00    \$0.00    \$0.00
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Presidio holds the GSA Schedule 70 contract vehicle for the following: <ul style="list-style-type: none"> <li>Special Item Number (SIN) 132-8: Purchase of New Equipment</li> <li>Special Item Number (SIN) 132-51: Information Technology Professional Services</li> <li>Special Item Number (SIN) 132-56: Health Information Technology Professional Services</li> </ul> Below is a list of Presidio GSA contracts. General Services Administration (GSA) Telecommunications Services (includes data storage on tapes, compact disks, etc.)    GS35F333GA    \$1,900,572.13

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Illinois	Zack Pierceall	217-557-3917
City of Smyrna, GA	Dat Luu	770-434-6600
Orange County Convention Center	Michael Distler	407-685-9875



**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York Department of Education	Education	New York - NY	IT Products and Services	\$427.00 - \$22,298,907.00	\$297,915,277.00
New York City Office of Technology & Innovation	Government	New York - NY	IT Products and Services	\$6.00 - \$20,556,372.00	\$202,359,310.00
State of Illinois	Government	Illinois - IL	IT Products and Services	\$23.00 - \$15,509,781.00	\$145,145,007.00
State of North Carolina, Administrative Office of the Courts	Government	North Carolina - NC	IT Products and Services	\$334.00 - \$10,742,831.00	\$64,611,315.00
Los Angeles County Internet Services Department	Government	California - CA	IT Products and Services	\$557.00 - \$6,445,423.00	\$52,886,822.00

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	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
27	Dealer network or other distribution methods.	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.
28	Service force.	Presidio has 2,000 engineers to assist our clients in designing, procuring, implementing, and managing IT infrastructures. We provide services to our client base covering cloud, modernizing infrastructure, workforce transformation, and security, including networking, data centers, mobility, security, collaboration, and contact centers.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are handled by Presidio directly. Presidio provides multiple ways to place and track a client's orders. We have extensive Sales Operation teams of SLEDdedicated professionals that clients can interact with by phone/fax or email to provide quotes and place orders. Teams are assigned to specific accounts and have backup to assist customers when they are not available.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p><b>PROJECT MANAGEMENT</b></p> <p>Presidio will provide a Project Coordinator, who will be the point of contact for Presidio with regards to any contract. Included for our standard project coordination offering for this engagement are:</p> <ul style="list-style-type: none"> <li>• Remote only coordination</li> <li>• Project kickoff (remote)</li> <li>• Resource scheduling and oversight</li> <li>• Escalation facilitation</li> </ul> <p>Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this contract. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This PM is responsible for timely completion of the scope, schedule, and budget utilizing Presidio's Program and Project Management (PPM) Methodology. Included for our standard project management offering for this engagement are:</p> <ul style="list-style-type: none"> <li>• Project kickoff (remote)</li> <li>• Milestone level tracking</li> <li>• Resource scheduling and oversight</li> <li>• Escalation facilitation</li> <li>• Working calls as required (remote)</li> <li>• Project closeout (remote)</li> <li>• Remote kickoff meeting</li> <li>• Planning and design session facilitation</li> <li>• Deliverable/milestone tracking (High-Level Plan)</li> <li>• Resource scheduling and oversight</li> <li>• Escalation facilitation</li> <li>• Working calls as required</li> <li>• Regularly scheduled status meetings</li> <li>• Agenda, meeting minutes, and risk/issue/action item tracking</li> <li>• Scope/budget management</li> <li>• Project closeout</li> <li>• Remote/on-site kickoff meeting with presentation</li> <li>• Planning and design session facilitation</li> <li>• Project plan development and management</li> <li>• Resource scheduling and oversight</li> <li>• Escalation management</li> <li>• Working calls as required</li> <li>• Regularly scheduled remote/on-site status meetings</li> <li>• Agenda, meeting minutes and risk/issue/ item tracking</li> <li>• Scope/budget management</li> <li>• Project closeout on-site/remote meeting</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Presidio has 42 offices in the United States serving all states. We are happy to provide our products and services to all Sourcewell entities throughout the country.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Presidio services all of Canada through our office in Toronto. We are happy to provide our products and services to all Sourcewell entities in the country.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas of either the United States or Canada that Presidio does not serve.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Presidio serves all areas of the United States through our offices across the country.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional requirements for serving clients in Hawaii, Alaska, and US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Presidio's marketing strategy for promoting this contract opportunity will focus on generating awareness and driving interest among potential customers. Presidio recognizes that simply being awarded the contract does not guarantee business, so we will work closely with Sourcwell Members to understand their needs and provide them with tailored solutions.</p> <p>Our marketing plan will include a mix of traditional and digital marketing channels, such as outbound calling campaigns, advertising, clinics, seminars, webinars, and trade shows, to reach potential customers and educate them on the benefits of using the Presidio Sourcwell Cooperative Purchasing contract. We will also leverage our existing customer base and call upon our experience with other programs and contract vehicles to drive attendance to our customer events and seminars.</p> <p>Presidio's national marketing team will lead the effort to market the Sourcwell Cooperative Purchasing contract through webinars that educate clients on platform offerings and how to source services through Sourcwell. Additionally, our corporate website will feature a dedicated Sourcwell Member's web page with the latest information and access to program and contract documentation.</p> <p>Presidio will also use media placements to increase visibility and generate new business inquiries. We will target national technology trade publications, as well as local publications in Maryland and Washington, D.C. We will also utilize Sourcwell Member's publication network and digital advertising to increase our reach and generate interest among potential customers.</p> <p>Overall, Presidio's marketing strategy will be focused on educating potential customers on the benefits of using the Presidio Sourcwell Cooperative Purchasing contract, building strong relationships with Sourcwell Members, and providing tailored solutions that meet their specific needs.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use technology and digital data extensively to enhance our marketing effectiveness. We track website analytics to monitor user behavior and optimize our website for better user experience. We also use metadata to ensure that our website and marketing materials are optimized for search engines.</p> <p>In terms of social media, we use tools to track engagement and monitor social media conversations about our brand. This allows us to respond to customer inquiries and feedback in a timely manner and to adjust our marketing strategy as needed.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell's role in promoting contracts arising out of this RFP is to help facilitate procurement for its members and to provide support throughout the procurement process. Sourcwell will also work with the awarded vendor to ensure members have access to the necessary information, training, and support to successfully adopt the awarded products and services. Presidio will integrate a Sourcwell-awarded contract into its sales process by educating its customers on the benefits of using the Presidio Sourcwell Cooperative Purchasing contract. Presidio will make sure Sourcwell members are aware of its pre-sales and post-sales support model and will call upon its experience with existing programs and contract vehicles and leverage its current customer base as a foundation.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Presidio's products and services are available through our e-procurement ordering process, MyPresidio. MyPresidio offers a comprehensive procurement system that allows governmental and educational customers to easily access our products and services. Presidio's e-procurement system provides our customers with a simple and efficient way to place orders, track orders, and manage their accounts. Customers can take advantage of simplified procurement and partner with Presidio's team to ensure successful adoption of their purchases.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All products, equipment, and operator training programs are specific to manufacturers and solutions; none are standard.</p> <p>Presidio offers weekly, if not daily, opportunities to host in-depth conversations about different technology solutions. We can cater specifically to the customer, with both no-cost and for-cost training. Our goal is to partner with Sourcewell members to transfer the knowledge necessary to be successful, while staying within their budget.</p> <p>Standard</p> <ul style="list-style-type: none"> <li>• Pre-Sales Solution Architects are available to assist in pre-sales products, equipment, and solution design.</li> <li>• Pre-Sales Solution Architects are available to develop Sourcewell member IT visions.</li> </ul> <p>Optional</p> <ul style="list-style-type: none"> <li>• Professional Services – As part of an engagement, our engineers are available to hold training classes with the customer's staff to pass along knowledge about the implementation, upkeep, and maintenance necessary to keep the solution optimized and secure. These services are standard for most Presidio engagements, but the customer has the option of declining them if they feel they possess the knowledge already. A Presidio Statement of Work (SOW) is customizable to meet the customer's needs and requirements.</li> <li>• Post-Sales Documentation – All Presidio SOWs include deliverables outlining the implementation as it was installed. These documents become the property of the customer when the project is completed.</li> <li>• Third Party Classes – Presidio represents multiple training vendors that can provide training on the products we support.</li> </ul>
41	Describe any technological advances that your proposed products or services offer.	<p>Presidio collaborates with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Our 98 percent client retention rate and annual growth rates demonstrate our passion for driving client results.</p> <p>We are not just trusted partners; we enable new thinking that can benefit Sourcewell members now and in the future.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p><b>ENVIRONMENTAL AND ENERGY SUSTAINABILITY</b></p> <p>Presidio, as a leading provider of business enablement solutions delivered through advanced IT infrastructure and managed outsourcing solutions, is driven to promote advanced technologies for enterprise, commercial, and government customers. These advanced technologies transform approaches to the environment, to energy, and to the economy. Through technology and our business, we facilitate innovative and environmentally sustainable business operations for Presidio and our customers. By design, Presidio's core business dramatically reduces overhead cost, operations cost, and total cost of ownership for our clients' business operations.</p> <p><b>WHAT GREEN MEANS TO PRESIDIO</b></p> <p>Presidio participates in contemporary efforts to reduce, recycle, and re-use. We recognize the IT hardware industry is one of the leading contributors of toxic metals in ecosystems, carbon emissions, fossil fuel usage, hazardous chemical dispersal, and prodigious consumption of raw materials. For example, Presidio understands transporting and disposing of 1- to 3-year-old IT components takes a harmful toll on the world we live in, leaving roughly 40% of hardware raw materials in the landfill. We know this is not a sustainable model for the future. The Environmental Protection Agency (EPA) encourages companies to evaluate multiple environmental impacts of every product throughout the product's lifecycle – raw material acquisition, manufacture, packaging and distribution, use, and disposal. The impact measurements in the following table identify areas of opportunity for reduced effects on the environment.</p> <p><b>GREEN: LIVING LIGHT ON THE EARTH</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Conducting internal corporate environmental sustainability programs and supporting the use of local renewable energy sources to offset daily company energy consumption</li> <li>• Renewing and recycling products and consumables</li> <li>• 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"</li> </ul> <p><b>INTERNAL SUSTAINABILITY PROGRAMS</b></p> <p>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.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable. Because Presidio is a reseller of products manufactured by others, we are not issued third-party eco-labels, ratings, or certifications.vvvv.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p><b>SUPPLIER DIVERSITY AT PRESIDIO</b>                  Presidio is not a certified MWBE or LDB.                  Presidio, founded as a Woman-Owned Small Business in 1986, has grown into a \$3 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 entrepreneurships to be successful. Presidio created a Small Business Supplier Development Program (SBSDP) to promote the company's development and use of Small Business concerns, including Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Veteran-Owned Small Business, Service-Disabled Veteran-Owned (SDVO) Small Business, and Native American-owned Small Business concerns.                  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 diverse Business Enterprises' participation by DBEs through the development of mutually beneficial business relationships. Presidio is committed to maximizing the inclusion of Minority-, Women-, Veteran-, Service-Disabled Veteran-, Disabled-, 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:</p> <ul style="list-style-type: none"> <li>• Sourcing goods and services from high-performing diverse businesses</li> <li>• Embedding supplier diversity within our corporate culture</li> <li>• Ensuring compliance with all aspects of supplier diversity spending requirements</li> <li>• Integrating supplier diversity in procurement, sourcing, and sales strategic plans</li> <li>• Focusing on efficiencies and continuous improvement</li> <li>• Enhancing the economic vibrancy of the communities we serve</li> <li>• Maintaining relationships with local, regional, and national diversity organizations (i.e., NMSDC, WBENC)</li> <li>• Facilitating training on the philosophy, policies, and methodologies of supplier diversity.</li> </ul>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p><b>CUSTOMER SATISFACTION</b>                  Presidio knows our existence depends on our customers. We participate in customer satisfaction initiatives with all our key partners, and our culture fosters the highest levels of customer service. Our highly skilled and experienced team members share in this customer service philosophy of consistently meeting our clients' requirements and exceeding their expectations, resulting in over 98% staying with us year after year.                  Presidio's strong commitment to client satisfaction is demonstrated by consistently high satisfaction ratings among our clients and leading vendor partners.  <b>NET PROMOTER SCORE</b>                  Our large and diverse customer base deeply values working with us.                  Net Promoter is the worldwide standard for organizations to measure, understand, and improve their customer experience. Presidio has consistently maintained a Net Promoter Score above 50, with the highest Net Promoter Score in the industry. Our most recent Net Promoter Score, an important measure of brand sentiment, is 69 which is one of the top in our industry. Our clients rank us nearly 20% above the IT industry average.</p>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>Yes, all products, parts and labor are covered by specific warranties. Warranties on manufacturer/vendor/OEM products, parts, and labor are passed on to the customer.</p> <p>Presidio engineering services include a warranty of 30 days after the project has been signed off on by the customer. Below is the specific language included in our standard Statement of Work template.</p> <p>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.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>In some cases, specifically on projects where Presidio engineering services have been involved, should a customer adversely affect the "as built" environment, a warranty may be voided, and additional charges incurred to correct the customer's actions.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>In most cases, the Manufacturer warranty covers travel time and mileage. Most manufacturers suggest support contracts which Presidio offers and recommends with all vendor solutions which provides for better SLAs (Service Level Agreements) than is covered by the standard warranty.</p>	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Manufacturer warranties would cover all geographic regions of both the U.S. and Canada. If a customer's location was determined NOT to be covered by a specific manufacturer, Presidio would recommend against using that vendor's solution and provide other options that do provide coverage.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>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.</p> <p>Below is our standard warranty language:  ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS, SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER. 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. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER ("OEM") WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO CLIENT. PRESIDIO SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND CLIENT TO ENFORCE SUCH PASSED THROUGH WARRANTIES, IF ANY. CLIENT AGREES THAT ANY HARDWARE AND SOFTWARE PRODUCTS PROVIDED TO CLIENT WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH HARDWARE AND SOFTWARE PRODUCTS.</p>	*
51	What are your proposed exchange and return programs and policies?	<p>Presidio supports our customer in cases where exchange and return of equipment is needed through our Sales Operations team. We work with the customer and vendor utilizing the vendor's policies in these cases.</p>	*

52	Describe any service contract options for the items included in your proposal.	<p>Presidio suggests utilizing manufacturer's options for support contracts to provide the SLA that best meets the customers' needs.</p> <p>Presidio also provides a managed service that provides options for reactive and proactive support and daily monitoring of the customers' environment. These services can be tailored to meet the specific needs of the customer.</p>	*
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Presidio's payment terms are net 30. Presidio accepts ACH, checks, wire transfers, and credit card payments. A 3% fee is added to all credit card payments. Payments are in U.S. dollars.</p>	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Presidio is able to offer leasing and financing options through Presidio Technology Capital.</p> <p><b>CUSTOMER CHALLENGES</b></p> <p>In today's economy, many technology deployments are blocked by complex financial challenges:</p> <ul style="list-style-type: none"> <li>• Budget restrictions</li> <li>• Seasonality or uneven cash flow</li> <li>• Accounting or covenant considerations</li> <li>• Tax considerations</li> <li>• Obsolescence and clean disposal considerations</li> <li>• IT asset management and equipment refresh concerns</li> <li>• Complex solutions with multiple vendors</li> </ul> <p>When considering financing, technology leases can be confusing—making the process even more difficult and more expensive. The enormity of choices for equipment suppliers and lessors add significantly to the burden while comparing terms and conditions of one contract to another creates additional confusion. When considering multiple contracts, the task can seem impossible. If the financing decision affects the technologies your company deploys, the business may find operations and finance pitted against each other. Trying to determine the best solution for the long-term health of the business turns into a battle of technology vs. finance.</p> <p><b>PRESIDIO'S FINANCIAL SOLUTIONS</b></p> <p>Presidio can roll all your technology-related costs (hardware, software, maintenance, services) into a single schedule. We also provide flexible financing products and services based upon a common theme—making technology solution leasing easy and economical:</p> <ul style="list-style-type: none"> <li>• Deferred payment options</li> <li>• Payments that align to cash flows</li> <li>• Operating or capital lease structures to match accounting goals</li> <li>• True lease structures to match tax goals</li> <li>• Vendor agnostic financial offerings: If you need it, we finance it</li> <li>• Captive vs. independent lessors: We provide freedom of choice in IT equipment leasing</li> <li>• Assumption of obsolescence risks</li> <li>• Clean disposal services</li> <li>• Sophisticated asset management tool</li> <li>• Refresh strategies</li> </ul> <p>Presidio realizes the single best use of our unrivaled industry knowledge and experience is to make the leasing process easy for clients. No matter which IT solution your business requires, we structure a financial solution that is every bit as good for the CFO as the technology solution is for the CIO.</p> <p><b>FINANCIAL SERVICES PORTAL</b></p> <p>Presidio Technology Capital and Presidio Access Support System (PASS) allow the client to take control of their IT infrastructure with the information they need when it is needed.</p> <p>Presidio Technology Capital's revolutionary information portal, PASS, allows the client to manage all aspects of their account (i.e., from creating technology orders to monitoring active leases). On this user friendly website, the client can also reprint invoices, check the status of approved orders, and quickly update their business information. It is the easiest way for the client to manage their account, and it is one more way we deliver the best financial solutions to make doing business with us easier for the client.</p> <p>Presidio Networked Solutions LLC. collaborates with our sister subsidiary Presidio Technology Capital to offer innovative financing solutions to our clients like Sourcewell. Together, we offer cost effective tools for cost management while staying abreast of current technology.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Presidio's standard transaction documents have been provided as separate attachments.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. A 3% fee is added to all credit card payments. Assessment of this fee is at the discretion of the account executive. Payments are in U.S. dollars.	*



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Presidio will use a minimum discount off list price for all products and services. Presidio holds many strategic partnerships with the manufacturers included in the bid response. These strategic partnerships permit Presidio and the manufacturer to offer greater discounts than what other bidders may be able to offer, resulting in greater value to Sourcewell members.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The range of our discounts off MSRP depends on the discounts given to Presidio by it's Distribution and Manufacturing partners. We are proposing discounts from 5% to 35%. The discounts per manufacturer are in the Presidio Discounts and Pricelists attachment.
59	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts off MSRP offered in our pricing materials represents the minimum discount the customer can expect to receive. Additional volume or promotional discounts provided by the manufacturer will be passed along to the customer in the form of deeper discounts off MSRP. The discounts proposed in our response represent the MINIMUM discount a customer can expect by using this contract.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Presidio will provide a quote for any components needed to complete a project. Our standard method of calculating price is discount off list price
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight and shipping will be billed as actual. Installation can be fixed fee or time and materials depending upon the customers requirements. These will be line items on the customer's quote/proposal/Statement of work, which the customer will approve before work begins. Travel expenses will be billed as actual. All of these charges will be outlined and approved by the customer before the project begins
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges are FOB Origin. Freight will be billed as actual.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges to these destinations is FOB Origin and billed as actual.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Expedited delivery is offered as an option if they customer requests it and understands that Freight is charged as actual.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Presidio's pricing is the same or better depending on vendor promotions and/or rebates offered typically to an individual municipality, university, or school district

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Statements of Work (SOWs) are generated by the Presidio Solutions Architects using the rate cards associated with the contract they are using. Before the SOW is sent to the customer, it goes through a process of review by engineering and sales management to ensure pricing and scope are in line with the customer's requirements.</p> <p>Presidio has internal systems that track all orders by the contract number under which it is booked. Our order process will not allow an order to be processed without the required contract number including the terms and conditions to be reviewed by the order entry team.</p> <p>The Presidio Project Management team is responsible for triggering billing for a project based on the milestones signed off on by the customer.</p> <p>At that point, Accounts Payable sends a detailed invoice to the customer that includes the purchase order (PO) number, project number, and details about the work completed as stated in the milestone section of the SOW.</p> <p>The Presidio Contracts and Compliance team includes a dedicated Reporting team that is tasked with generating quarterly sales reports for over 500 contracts. The reports are provided to Presidio Accounts Payable for payment of all fees generated for that quarter.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Presidio metrics include:</p> <ul style="list-style-type: none"> <li>• Quarterly Contract Utilization Reports</li> <li>• Quarterly Business Reviews for the Account Team</li> <li>• Engineering Utilization Reports</li> <li>• Project Management Utilization Reports</li> </ul>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Presidio's average contract usage is 1.5%. We would suggest that percentage for the Sourcewell contract as well.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our line card is included in the document section of this RFP. One file includes the related MSRP Pricelist. The other (Presidio Discount by Vendor Category) includes the associated vendors and discounts. Our Services Rate Card is included also.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>AUDIO -Included Amplifiers, Assisted Listening Systems, Headsets &amp; Microphones (wired and wireless) Mixers &amp; Processors, Recorders and Players, Speakers, VR Components</p> <p>VIDEO - Cameras, Camcorders, Digital Cameras, Digital Signage Devices, Document Cameras, Editing and Streaming Devices, Recorders, VR Components</p> <p>DISPLAYS - Interactive Projectors, Displays and Whiboards, Monitors with components of a contained system, Projectors, Televisions, Screen and Shade Projection Systems</p> <p>CONTROL SIGNAL DISTRIBUTION SYSTEMS - Cables, Wiring and Other Supplies, Control and Presentation Systems, Control System Panels, Surge Protectors, Switches and Routers, System Software Incidental to System Operation, Wireless Control Devices and Systems, Wireless</p> <p>LIGHTING - Bulbs, Controllers and Dimmers, Lighting Fixtures</p> <p>RACKS, CARTS AND SUPPORT SYSTEMS - Bags, Cases, Charging Carts, Support Racks, System Racks, Mobile System Cabinets</p> <p>Services - Technician Hourly Rates</p>

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	At present Presidio does not offer these systems	*
72	Digital Displays, LED Video displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
73	Video boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
74	Message centers, marquees, concourse displays, transportation displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	All equipment testing is done by the vendor's Quality Control Engineers before the product is brought to market. Presidio will test the equipment shipped to the customer during installation to insure it is working as expected.	*
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	Presidio has over 2000+ highly certified engineers around the country whose job it is to understand the customer's individual requirements, provide design options and install and implement what the customer decides upon. Presidio's process starts with pre-sales discussions with our Solution Architects and the customer to understand the specific issues and requirements. From the information gathered during that stage, proposals will be created and presented to the customer for approval. Once the customer agrees on the design, a project team will be assigned that includes a Presidio Project Manager and Professional Services Engineers to implement the solution. The customer is kept informed of progress and timelines by the Project Manager to ensure the Scope of Work is kept on track.	
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	Presidio will pass along any additional discounts provided by the vendors selected to the customer. That can be in the form of trade-in credits, promotions discounts on equipment or service delivery credits. Training is available to customers as well as As-built documentation. In some cases vendors offer training credit vouchers that customers can use at no charge. In those cases, Presidio will always pass along those vouchers to the customer.	
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	Because Presidio is more than just an Audio/Visual provider, we have the capabilities to integrate a customer's entire IT environment to provide end to end solutions. One of Presidio's practices is Unified Communication and Call Centers. Within that practice, we have expertise and vendors that offer these types of solutions many of which can be integrated into public alert systems.	

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Presidio Discounts and Pricelists.xlsx - Wednesday March 01, 2023 15:25:11
- [Financial Strength and Stability](#) - Auditors Report, PNC Bank Letter and DnB Report.zip - Tuesday February 28, 2023 12:01:08
- [Marketing Plan/Samples](#) - Sourcewell\_MarketingStrategyExamples.pdf - Wednesday March 01, 2023 15:12:57
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents Master Managed Services Agreement, Master Services Agreement, Sample Quote and SOW.zip - Wednesday March 01, 2023 09:59:43
- [Upload Additional Document](#) - Presidio Sourcewell Proposal Response with LOA's.zip - Wednesday March 01, 2023 15:46:43

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jackie Arnett, Contracts Director, Presidio Networked Solutions LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Scoreboards_RFP_030223</b> Thu January 19 2023 02:03 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Scoreboards_RFP_030223</b> Thu January 12 2023 11:26 AM	<input checked="" type="checkbox"/>	1



**AMENDMENT #1  
TO  
CONTRACT # 030223-PSO**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Presidio Networked Solutions LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Scoreboards, Digital Displays, and Video Boards with Related Services to Sourcewell and its Participating Entities, effective July 28, 2023, through May 25, 2027 (Contract).

Supplier wishes to amend the Contract’s Proposal to modify its discount structure to permit additional products to be added to the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 58 in “Table 11: Pricing and Delivery” of the Proposal is modified to change the Supplier’s discount range to 0%-35%.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

Signed by:  
  
By: \_\_\_\_\_  
COFD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer

Date: 11/28/2024 | 9:53 AM CST

**Presidio Networked Solutions LLC**

Signed by:  
  
By: \_\_\_\_\_  
E7A28D0E9E4548D...  
Erik Hayko, Senior Contracts Manager

Date: 11/27/2024 | 3:54 PM CST