REQUEST FOR QUOTE

PREPARED FOR:
Region 14 Education Service Center

PROJECT:
Request for Proposal for Technology Solutions
Solicitation Number: 11-15
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
NCPA

PREPARED BY:
Corey Petersen
Senior Manager Sales SLED West
GovConnection, Inc.

September 9, 2015
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Request for Proposal (RFP) for Technology Solutions

Solicitation Number: 11-15

Publication Date: Thursday, July 30th, 2015

Notice to Respondent:

Submittal Deadline: Thursday, September 10, 2015, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, September 3, 2015. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a Master Agreement for Technology Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Technology Solutions, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center**
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
Technology Solutions
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 11-15
Introduction / Scope

♦ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions.

♦ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

♦ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

♦ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

♦ National Cooperative Purchasing Alliance (NCPA)
  ➢ The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

♦ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  ➢ Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  ➢ Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  ➢ Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  ➢ Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
Instructions to Respondents

♦ Submission of Response
  ➢ Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  ➢ Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  ➢ Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  ➢ Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

♦ Required Proposal Format
  ➢ Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

♦ Binder Tabs
  ➢ Tab 1 – Signature Form
  ➢ Tab 2 – NCPA Administration Agreement
  ➢ Tab 3 – Vendor Questionnaire
  ➢ Tab 4 – Vendor Profile
  ➢ Tab 5 – Products and Services / Scope
  ➢ Tab 6 - References
  ➢ Tab 7 - Pricing
  ➢ Tab 8 – Value Added Products and Services
  ➢ Tab 9 – Required Documents

♦ Shipping Label
  ➢ The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

<table>
<thead>
<tr>
<th>From:</th>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Solicitation Name and Number:</td>
<td></td>
</tr>
<tr>
<td>Due Date and Time:</td>
<td></td>
</tr>
</tbody>
</table>

NCPA RFP # 11-15
Tab 1 - Master Agreement
General Terms and Conditions

- **Customer Support**
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- **Assignment of Contract**
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- **Disclosures**
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- **Funding Out Clause**
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - **Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.**

- **Shipments (if applicable)**
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- **Tax Exempt Status**
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
Payments

➢ The entity using the contract will make payments directly to the awarded vendor.

Pricing

➢ All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

➢ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty

➢ Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment

Indemnity

➢ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

➢ The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

➢ The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

➢ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten
(10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

♦ Legal Obligations

➢ It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

♦ Protest

➢ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

➢ Any protest review and action shall be considered final with no further formalities being considered.

♦ Force Majeure

➢ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

➢ The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the
demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

❖ Prevailing Wage

➢ It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

❖ Miscellaneous

➢ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

❖ Open Records Policy

➢ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

➢ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- **Contract Administration**
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

- **Contract Term**
  - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.

- **Contract Waiver**
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

- **Products and Services additions**
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

- **Competitive Range**
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

- **Deviations and Exceptions**
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor’s complete line of products and/or services, when possible.

- **Estimated Quantities**
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $75 - $100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

- **Evaluation**
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent’s whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent’s are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents’ proposals or prices.

Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

- Past performance is relevant information regarding a vendor’s actions under previously awarded contracts; including the administrative aspects of performance; the vendor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor’s businesslike concern for the interests of the customer.
Evaluation Criteria

◆ Pricing (40 points)
  ➢ Electronic Price Lists
    ▪ Products, Services, Warranties, etc. price list
    ▪ Prices listed will be used to establish both the extent of a vendor’s product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  ➢ Product Delivery within participating entities specified parameters
  ➢ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  ➢ Vendor’s ability to perform towards above requirements and desired specifications.
  ➢ Quantity of line items available that are commonly purchased by the entity.
  ➢ Quality of line items available compared to normal participating entity standards.

◆ References (15 points)
  ➢ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

◆ Technology for Supporting the Program (10 points)
  ➢ Electronic on-line catalog, order entry use by and suitability for the entity’s needs
  ➢ Quality of vendor’s on-line resources for NCPA members.
  ➢ Specifications and features offered by respondent’s products and/or services

◆ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and Training
  ➢ Customer Service
Signature Form

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

Prices are guaranteed: **120 days**

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**Company name**: GovConnection, Inc.  
**Address**: 732 Milford Road  
**City/State/Zip**: Merrimack, NH 03054  
**Telephone No.**: 603-683-3331  
**Fax No.**: 603-681-0223  
**Email address**: rmarconi@govconnection.com  
**Printed name**: Robert Marconi  
**Position with company**: Vice President SLED Sales  
**Authorized signature**: [Signature]

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of October 1, 2015, by and between National Cooperative Purchasing Alliance ("NCPA") and GovConnection, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated October 1, 2015, referenced as Contract Number 01-44 by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions
  ➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  ➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  ➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  ➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  ➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

NCPA RFP # 11-15

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14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

♦ Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - $30,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$30,000,001 - $50,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$50,000,001+</td>
<td>1%</td>
</tr>
</tbody>
</table>
Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

General Provisions

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.

Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.

This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder.

All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: [Signature]
Date: October 1, 2015

Vendor: GovConnection, Inc.

Name: Robert Marconi
Title: Vice President SLED Sales
Address: 732 Milford Road
Merrimack, NH 03054
Signature: [Signature]
Date: Sept 9, 2015
Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

- **States Covered**
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- [ ] Alabama
- [ ] Alaska
- [ ] Arizona
- [ ] Arkansas
- [ ] California
- [ ] Colorado
- [ ] Connecticut
- [ ] Delaware
- [ ] District of Columbia
- [ ] Florida
- [ ] Georgia
- [ ] Hawaii
- [ ] Idaho
- [ ] Illinois
- [ ] Indiana
- [ ] Iowa
- [ ] Kansas
- [ ] Kentucky
- [ ] Louisiana
- [ ] Maine
- [ ] Maryland
- [ ] Massachusetts
- [ ] Michigan
- [ ] Minnesota
- [ ] Mississippi
- [ ] Missouri
- [ ] Montana
- [ ] Nebraska
- [ ] Nevada
- [ ] New Hampshire
- [ ] New Jersey
- [ ] New Mexico
- [ ] New York
- [ ] North Carolina
- [ ] North Dakota
- [ ] Ohio
- [ ] Oklahoma
- [ ] Oregon
- [ ] Pennsylvania
- [ ] Rhode Island
- [ ] South Carolina
- [ ] South Dakota
- [ ] Tennessee
- [ ] Texas
- [ ] Utah
- [ ] Vermont
- [ ] Virginia
- [ ] Washington
- [ ] West Virginia
- [ ] Wisconsin
- [ ] Wyoming
All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below) **

☐ American Somoa  ☐ Northern Marina Islands

☐ Federated States of Micronesia  ☐ Puerto Rico

☐ Guam  ☐ U.S. Virgin Islands

☐ Midway Islands

**GovConnection will sell to U.S. Territories and Outlying Areas as allowable by the Specific Manufacturer. GovConnection deals with over 1,600 manufacturers. We will work with each manufacturer on a case by case basis.

♦ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➢ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
  - Respondent Certifies that this firm is a M/WBE ☑

- Historically Underutilized Business
  - Respondent Certifies that this firm is a HUB ☑

♦ Residency

➢ Responding Company's principal place of business is in the city of Rockville, State of MD

♦ Felony Conviction Notice

➢ Please Check Applicable Box;

  ☑ A publically held corporation; therefore, this reporting requirement is not applicable.

  ☐ Is not owned or operated by anyone who has been convicted of a felony.

  ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

  ➢ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ Distribution Channel

➢ Which best describes your company's position in the distribution channel:

  ☑ Manufacturer Direct

  ☑ Certified education/government reseller

  ☐ Authorized Distributor

  ☐ Manufacturer marketing through reseller

  ☐ Value-added reseller

  ☐ Other: __________________________

♦ Processing Information

➢ Provide company contact information for the following:

  - Sales Reports / Accounts Payable

  Contact Person: Michelle Lawrence

  Title: Contract Program Manager

  Company: GovConnection, Inc.

  Address: 732 Milford Road

  City: Merrimack  State: NH  Zip: 03054

  Phone: 800-800-0019  Email: siedcontracts@govconnection.com
• Purchase Orders
  Contact Person: __Corey Petersen________________________
  Title: ___Senior Manager Sales SLED West________________
  Company: ___GovConnection, Inc._
  Address: __732 Milford Road_________________________________
  City: __Merrimack_____ State: ___________________ Zip: __________
  Phone: __________________________ Email: ______________________

• Sales and Marketing
  Contact Person: __Robert Marconi____________________________
  Title: ___Vice President SLED Sales____________________________
  Company: ___GovConnection, Inc._
  Address: __732 Milford Road_________________________________
  City: __Merrimack_____ State: __NH_____________ Zip: __03054____
  Phone: ___603-683-3331______ Email: __sledcontracts@govconnection.com___

♦ Pricing Information
  ➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer
    all future product introductions at prices that are proportionate to Contract Pricing.
    ➢ If answer is no, attach a statement detailing how pricing for NCPA participants
      would be calculated for future product introductions.
      ☑ Yes □ No
  ➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is
    calculated based on the invoice price to the customer.
      ☑ Yes □ No
  ➢ Vendor will provide additional discounts for purchase of a guaranteed quantity.
      ☑ Yes □ No
GovConnection understands the importance of Cooperatives in the public arena and what they care about most.

It's about value.
- Shared knowledge
- Information gathering
- Purchasing leverage
- Strength in numbers
- Savings so you can provide your clients better value

A significant portion of GovConnection's business is conducted through Cooperatives. We understand how Cooperatives work and operate. GovConnection holds contracts with numerous Cooperatives and prides itself on working closely with our Cooperative administrators and members to identify where the value is needed.

The value GovConnection brings to our customers is experience, savings and customer service. Our customer-centric approach focuses on the unique IT goals and challenges facing your members. We work closely with members before, during and after every purchase to make sure they get exactly what they need, when they need it. As part of the total GovConnection solution, we provide full support for all the technology we sell. We offer a complete portfolio of IT services designed to help the member get more out of their investment. While other IT suppliers offer only products, and no services, GovConnection transforms technology; turning trusted brands into complete IT solutions by adding a unique combination of personal service, in-depth expertise and customized support.

GovConnection has partnered with Cooperatives that have national, regional and local reach. We support the smallest member with the same excellent care provided to every other member, no matter how large.
**Information Management**
Customer provided information is managed in accordance with GovConnection privacy policy.

**Physical Storage:**
GovConnection maintains a secure data center at PC Connection's Corporate Headquarters, located at 730 Milford Road, Merrimack, New Hampshire. Access to computing systems, data storage equipment, and archived media that process or contain customer information is restricted to authorized personnel only.

GovConnection closely protects all administrative and logical security-related specifics concerning the GovConnection computing infrastructure. Please direct all requests for additional information to your Account Manager.
Tab 4 - Vendor Profile

Please provide the following information about your company:

* Company's official registered name.
  GovConnection Response
  GovConnection, Inc.

* Brief history of your company, including the year it was established.
  GovConnection Response
  A Brief History
  GovConnection is a wholly owned subsidiary of PC Connection, Inc. which was founded in 1982 and currently employs over 1,600 people. With revenue in excess of $1 Billion, we are a Fortune 1000 company providing technology products and solutions with award-winning service. GovConnection started as ComTeq Federal, Inc. in 1993, becoming a wholly owned subsidiary of PC Connection in June of 1998. On January 1, 2002, ComTeq was renamed and incorporated as GovConnection, Inc.

  Company History
  "A better way to buy information technology products." That's what Patricia Gallup and David Hall had in mind when they established PC Connection in 1982. Seeing a significant business opportunity in the emerging personal computer industry, the two entrepreneurs launched their direct computer supply business with the philosophy that providing technical advice and focusing on customer service was as important as low prices. Using their personal savings, they purchased $8,000 of inventory, placed a 1/9th-page ad in Byte Magazine, and took their first step on the road to unprecedented growth and innovation. As the magazine hit the newsstands, they waited two long days for the telephone to ring. On the third day, it started ringing. It hasn't stopped since.

  A Continuing Commitment to Service
  Before the first phone call was answered, Gallup and Hall planned to create a business culture designed to provide exemplary service and build long-term customer relationships. This strategy has proved to be very successful and remains a key component of PC Connection's mission. Since its inception, PC Connection has been credited with many direct marketing service innovations, and has received many awards for customer service and dedication. Some of the programs PC Connection pioneered have established industry standards while raising the expectations of today's technology shoppers. Some of our innovations include:
  • Toll-free technical support before, during, and after the sale
  • Everything Overnight®: most orders placed as late as 4 p.m. ET are delivered the next business day
  • One-Minute Mail Order®: incoming orders can be filled in under one minute through instant electronic access to customer records
  • Custom configuration
Growing and expanding
In recent years, GovConnection’s parent company PC Connection, Inc. has grown into a Fortune 1000 company, with revenues topping $1 billion since 1999. In March 1998, the company conducted an Initial Public Offering; today, our stock is traded on the NASDAQ exchange under the symbol PCCC.

In 1998, PC Connection opened its new corporate headquarters in Merrimack, N.H. In 1999, PC Connection purchased ComTeq Federal, a Maryland-based company that had successfully served the expansive and growing computing needs of federal, state, local government agencies and educational institutions since 1993. In 2000, the company purchased a call center facility in Marlborough, Mass. In 2001, ComTeq Federal was re-christened GovConnection, Inc., and now handles all government and education customers.

In 2002, the company purchased MoreDirect, a company that provided medium-to-large corporate technology buyers with a comprehensive web-based e-procurement solution.

In 2004, the company introduced ServiceConnection, offering a full range of configuration and professional support services to effectively manage IT needs. In 2007 the company’s service offerings were greatly expanded with the establishment of ProConnection. This expanded the technology services capabilities, which MoreDirect had developed, throughout the entire corporation. In 2011, we further expanded our service capabilities, acquiring Valcom, Inc., who for over twenty-five years has developed and delivered customized, industry-leading technology solutions.

Today, our more than 1,600 employees work in three offices in New Hampshire, along with our sites in Connecticut, Florida, Maryland, Massachusetts, and South Dakota. Our full service distribution, custom-configuration and repair center is located in Wilmington, Ohio.

The future
Ever-changing technology will continue to shape the way we work, communicate and manage our lives. As technology continues to march forward, GovConnection will continue to be a primary rapid response provider for complete IT solutions. With expertise and experience in IT delivery nationwide, GovConnection is ideally suited to continue on the NCPA contract.

Company’s Dun & Bradstreet (D&B) number.

GovConnection Response
80-967-8782
Company's organizational chart of those individuals that would be involved in the contract.

GovConnection Response

GovConnection

GovConnection's NCPA Organizational Chart

Robert Howard
President

Donna Mullen
Sr. Dir. Contracts & Compliance

Lisa Trisciani
Sr. Director of Field Sales

Robert Marconi
Vice President SLED Sales

Michelle Lawrence
Contract Program Manager

Business Development Manager

PE's Dedicated Account Manager

Sales Manager

Maureen Gallagher
Sr. Web Contracts Manager

Janet Smithe
Sales Operation Manager

Sales Support

NCPA RFP # 11-15
- Corporate office location.

**GovConnection Response**
7503 Standish Place
Rockville, MD 20855

- List the number of sales and services offices for states being bid in solicitation.

**GovConnection Response**
Merrimack Sales Office
732 Milford Road
Merrimack, NH 03005

South Dakota Sales Office
800 Stevens Port Drive, Suite 900
Dakota Dunes, SD 57049

Connecticut Sales Office
100 Sawmill Beard Road
Shelton, CT 06484

Wilmington Warehouse
2870 Old State Route 73
Wilmington, OH 45177

Utah Sales Office
American Plaza One
77 West 200 South, Suite #315
Salt Lake City, UT 84101

- List the names of key contacts at each with title, address, phone and e-mail address.

**GovConnection Response**
GovConnection currently has 206 employees. We have the people with the knowledge and experience to help customers meet their goals. We have the longest employee retention rate of any company in our field. The GovConnection people that you work with today will be the GovConnection people that you will work with tomorrow, next week, next year and beyond. Because of this, we get to know our customers very well. With this knowledge comes a trusted understanding of customer needs and goals with the formation of a true partnership.

GovConnection has a team in place for the NCPA contract as outlined below. A dedicated Account Manager, Sales Manager and Business Development Manager will be assigned to each participant. Below is a job description of each position:

**Account Manager**
On average Account Managers (AM) have been with GovConnection for seven years and all new AMs receive three months of thorough training prior to being...
assigned a dedicated territory. AMs are the primary contact for NCPA participants. Each participant will be assigned a dedicated AM to service their account. They are responsible for day to day orders, marketing and sales initiatives. AMs report to Sales Managers.

<table>
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Sales Manager
Sales Managers' (SM) responsibilities include supervising the dedicated Account Managers and managing call campaigns to completion as well as working with the marketing team on all materials and events. The average tenure of a Sales Manager with GovConnection is six years. Sales Managers report to Bob Marconi, Vice President SLED Sales.

<table>
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<th>Sales Manager</th>
<th>Phone 800-800-0019 Extension:</th>
<th>E-mail Address</th>
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<tbody>
<tr>
<td>Mountain Region</td>
<td>Corey Petersen</td>
<td>75554</td>
<td><a href="mailto:cpetersen@govconnection.com">cpetersen@govconnection.com</a></td>
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<tr>
<td>Midwest Region</td>
<td>Craig Somma</td>
<td>75042</td>
<td><a href="mailto:csomma@govconnection.com">csomma@govconnection.com</a></td>
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<tr>
<td>Mid-Atlantic Reg.</td>
<td>Eric Brideau</td>
<td>75070</td>
<td><a href="mailto:ebrideau@govconnection.com">ebrideau@govconnection.com</a></td>
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<tr>
<td>Northeast Region</td>
<td>Julie English</td>
<td>34088</td>
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<tr>
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<tr>
<td>Remote Team</td>
<td>Patrick Leary</td>
<td>33225</td>
<td><a href="mailto:pleary@govconnection.com">pleary@govconnection.com</a></td>
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</table>

Business Development Manager
Business Development Managers (BDM) are GovConnection’s outside sales force. They provide sales, marketing, product demonstration and a presence within their assigned community. BDMs coordinate with manufacturers to provide communities with access to educational, volume purchase and IT solution programs. On average, BDMs have been with GovConnection for six years. BDMs have placed GovConnection programs in school districts, local community colleges and municipal governments. BDMs report to Lisa Trisciani, Sr. Director of Field Sales.

Robert (Bob) F. Howard, President
As President of GovConnection, Inc., Bob has responsibility for all U.S. sales to Federal, state and local agencies, K-12 schools, and higher education institutions for over three years. Before this position, he spent five years at the Company in its PC Connection Sales Corporation subsidiary, most recently as Senior Sales Director, where he was accountable for sales teams managing corporate accounts. Bob has been with GovConnection/PC Connection since 2003.

Bob Marconi, Vice President SLED Sales
Bob has been with GovConnection for 16 years, since 1999. His past GovConnection experience includes Sr. Director of Sales, Director of Operations and sales management. In his current role of Vice President of Sales, Bob is responsible for all U.S. sales to state and local agencies, Non-profit...
organizations, K-12 schools, and higher education institutions and is responsible for all the Account Management teams with the company. Bob reports to Bob Howard, President.

Lisa Trisciani, Senior Director of Field Sales
Lisa brings over 20 years of Public Sector experience to GovConnection, starting in 1994. Lisa leads GovConnection’s Field Sales Organization in strategic initiatives and targeted execution, including trade shows, customer events, one-on-one meetings, contract and manufacturer relationships, and customer goals. Lisa also provides direction to the outside field team and senior management support to all of GovConnection accounts. She has experience as an Account Manager and Business Development Manager for GovConnection’s largest accounts such as Harvard, MIT, and Yale. She led the first implementations of GovConnection’s e-procurement for these institutions. Lisa reports to Bob Howard, President.

Sales Support Specialist
Led by Janet Smithe, an eighteen year veteran of GovConnection, the Sales Support Specialists have six years average tenure with GovConnection. They are dedicated support for AMs, assisting with ordering, customer service and returns. Sales Support Specialists are the secondary contact for NCPA participants.

Everyone at GovConnection is supported by our shared services with our parent company PC Connection. The buyers negotiate with manufacturers and suppliers to provide product at lower cost to NCPA. The service department is certified for first line support and warranty service for many of our manufacturers. They have built a network of partnerships with service providers so that we can provide complete solutions to NCPA and its participants.

♦ Define your standard terms of payment.
GovConnection Response
Net 30

♦ Who is your competition in the marketplace?
GovConnection Response
The direct marketing and sale of information technology products, including personal computers and related peripherals, is highly competitive. We compete with other direct marketers of IT products, including CDW Corporation and Insight Enterprises, Inc. We also compete with:

- Manufacturers we carry that additionally sell direct to customers. These include Dell, HP, Lenovo and Apple to name a few.
- Distributors that sell directly to certain customers
- Local and regional VARs
- Various franchisers, office supply superstores and national computer retailers
- Companies with more extensive websites and commercial online networks.

We believe that price, product selection and availability, combined with service and support are the most important discriminating factors that places us in the forefront of our industry.
What differentiates your company from competitors?

**GovConnection Response**
GovConnection is a premier reseller of information technology solutions. Our sole focus is on supplying public agencies, educational institutions, public healthcare providers and non-profit organizations with the right information technology solution that is a cost effective, delivered on time and meets the participant's requirements. We can achieve this because of our unique corporate structure. PC Connection shares its services with its subsidiary sales organizations. Using the power of shared services, we are able to leverage more negotiation power with our solution manufacturers and providers. We pass these savings on to our customers. These shared services also include our internal technology systems, marketing, distribution center and shipping capabilities.

GovConnection believes that it all begins with value. Our goal is simple: offer NCPA participants the best technology solution choices that meet the constantly changing needs of this Information Age at affordable prices. We know the success of our partnership will be based on the value of assisting participants in reducing the cost of purchasing IT solutions. With our philosophy of offering a “best in breed” solution focused on customers, and a team of specialists who are dedicated to understanding how to serve the NCPA participants, we not only sell IT, we can:

- Customize IT
- Support IT
- Service IT
- Ship IT

GovConnection works closely with IT and administrative departments to help create integration standards, marketing plans and streamlined purchasing procedures. GovConnection offers expert marketing and maintains an award winning reputation for comprehensive customer service.

GovConnection currently has 206 employees. We have the people with the knowledge and experience to help customers meet their goals. Our average tenure is over seven years; with fourteen plus years overall of industry experience. We have the longest employee retention rate of any company in our field. The GovConnection people you work with today will be the GovConnection people you
work with tomorrow, next week, next year and beyond.

- Describe how your company will market this contract if awarded.

  **GovConnection Response**
  GovConnection, in cooperation with NCPA, as we have for the last for 4 years, will continue to market this contract. GovConnection receives a list of new members from NCPA every month and completes strategic call campaigns to share the benefits of our NCPA 01-011 contract.
  - Dedicated Member WebEx’s on key topics such as virtualization, security and services
  - Collateral for NCPA marketing initiatives
  - Customer events
  - Special monthly promotions highlighted on the NCPA portal
  - Participation with NCPA at key customer trade shows, like TCEA and ISTE
  - Internal marketing campaigns to the GovConnection sales force
  - Customer awareness through site visits focusing on:
    - Manufacturer collaboration
    - Contract value add to participants

- Describe how you intend to introduce NCPA to your company.

  **GovConnection Response**
  Our sales force will be instrumental in informing customers of the benefits of this contract and its ease of use. Over the past 4 years GovConnection has consistently driven awareness of our NCPA Contract. All new Account Managers joining the SLED sales team receive compliance training and cover the benefits of NCPA. Quarterly scheduled review sessions throughout the year help remind Account Managers their responsibilities for compliance and open discussions of success stories.

  In addition, GovConnection will create and provide a NCPA playbook with contract details including:
  - How to position NCPA to State and Local, Higher Education and K12 participants
  - The customer value-adds of NCPA to all of our Account Managers and Business Development Managers

  Quarterly internal trainings for the NCPA contract

- Describe your firm’s capabilities and functionality of your on-line catalog/ordering website.

  **GovConnection Response**
  GovConnection has customized an e-commerce solution site at [www.govconnection.com/ncpa](http://www.govconnection.com/ncpa). This site is shared with all new members during strategic call campaigns. Once participants establish ordering preferences further customization can be done to the site to meet the needs of users. The site has the following functionality:
  - Products and services prominently featured to suit the specific needs of NCPA participants, with negotiated account-specific pricing. In addition, NCPA participants have the ability to:
    - Research technology products, specifications, system requirements, and compatibility with our easy-to-use navigation tools.
- Customize a catalog by product category, manufacturer, or specific skus to promote NCPA technology standards.
- View pre-negotiated account-specific pricing online.
- Customize featured products section with skus, text, pdf, and personalized messaging to be displayed to all end-users.
- Set different levels of User rights, including Customer Administrator rights. The CA is allowed to manage all aspects of the Organization's website, including: add Users, manage approvals, manage company quick-lists, and view all reporting.
- Create and save quotes. The quoting system allows you to:
  - Submit a cart to the Account Manager to verify pricing. The cart includes a notes section so that the member can correspond with the Account Manager without making a phone call.
  - Create personal quick-lists for frequently purchased items.
  - Save carts for future shopping.
- Check real-time order status.
- Set up multiple-level hierarchy of purchase authorization—shopper, buyer, and management. Each level can have different permissions and authorizations. NCPA participants will have complete control over this entire process. It allows Users to update account information and change their passwords.
- Access to GovConnection's entire catalog of over 150,000 items all priced at NCPA-specific price schedule included herein. Each user will be able to set up a "quick list" of products that they most frequently order.
- Allow participants to update account information and change their passwords.
- Ability for buyers to authorize orders and pay. Payments can be transacted with:
  - NCPA participants credit cards online. GovConnection accepts all credit or procurement cards ("P-Cards") issued by an established bank.
  - NCPA participants purchase order number with net terms. "Bill to" information is stored so that all invoices are directed to the exact location that NCPA participants' require. (Prior to establishment of any Departments' purchase order use for online procurement, GovConnection requires a review of Standard Purchase Order Terms and Conditions. If there is a conflict between any purchase order terms and conditions and any subsequent Agreement between NCPA participants and GovConnection, the Agreement shall take precedence over the purchase order unless approved by both parties.)
- Reporting capability is based on User rights given (Individual rights, Group rights, or Organization rights)
  - Customized Reports
  - Report Types available:
    - Order Tracking—Tracks open status and shipped orders
    - Proof of Purchase/Invoicing—Provides itemized Proof of Purchase for orders that have shipped and billed
    - Purchase History—Provides information on orders that have been billed and shipped.
• Invoices—Provides invoices (detailed bills) occurring over specified date ranges
  o Proof of Delivery
  o Invoice History
• Customized landing page with a customized URL, where personal purchases can be offered to faculty, staff, students and employees as a self-enrollment program.

eProcurement
We integrate with many institutions' procurement systems and 3rd party systems, allowing us to provide seamless single-sign on, offsite carts, quoting, automated electronic ordering and electronic invoicing. GovConnection has successfully integrated its e-procurement tools with these systems to our customers' complete satisfaction. We currently interface with such e-Procurement partners as Sciquest, Ariba (including Ariba Punchout), Oracle Supplier Network, Oracle Exchange and iProcurement, Peoplesoft, SAP-SRM (including OCI Transactions), Ketera, Elcom, ExpenseWatch, Epicor, eSchoolMall/Mercury Commerce, UniMarket, SupplyOrg, QValent, and CommerceOne. We can support cXML, xCBL and many other XML variations. We support hosted and dynamic catalogs customized to your needs. Our typical transactions include seamless shopper logins (i.e. PunchoutSetupRequest or other), shopper cart export (PunchOutOrderMessage or other), live price requests, automated electronic POs and electronic invoicing (including credit memos).

We have also implemented specialized solutions for customers procurement needs when the situation deemed appropriate. All eProcurement Transactions are handled securely using HTTP/HTTPS or SFTP.

EDI
GovConnection has full EDI capability. We currently support the following EDI Transaction Sets in support of our daily business activity: 810, 832, 850, 855, 856 * (Note: * signifies Inbound to GovConnection only). In addition, we provide weekly reporting to our suppliers via the 846, 852, and 867 transactions. GovConnection uses Inovis (f.k.a. Peregrine Systems) EDI translation and communication software on an IBM AS/400 Platform. We are currently using Inovis VAN Support Service. In certain specific circumstances, we also use Direct EDI communication via an FTP process.

Website Security, Security Measures
GovConnection provides customer-facing websites and Internet services for conducting e-Commerce business. These services employ industry accepted best practice measures to protect against loss, misuse, and alteration of customer provided information under our control.

Data Encryption
GovConnection uses Secure Sockets Layer (SSL), the industry standard security protocol used to encode sensitive information such as credit card account information that passes between your computing system and the GovConnection e-Commerce site. The e-Commerce site is capable of encrypting data at the highest standard industry rate as negotiated with the capabilities of the customer equipment.

Identity Verification
GovConnection uses digital certificates provided by a recognized third-party certificate authority to establish identity verification during all SSL-encrypted transactions.

**Information Management**
Customer provided information is managed in accordance with GovConnection privacy policy.

**Physical Storage:**
GovConnection maintains a secure data center at PC Connection’s Corporate Headquarters, located at 730 Milford Road, Merrimack, New Hampshire. Access to computing systems, data storage equipment, and archived media that process or contain customer information is restricted to authorized personnel only.

GovConnection closely protects all administrative and logical security-related specifics concerning the GovConnection computing infrastructure. Please direct all requests for additional information to your Account Manager.
Feature: Landing Page and Account Dashboard
Benefit to NCPA participants: Receive customized messaging specific to the participants. The Account Dashboard has links to all the tools and features you need for managing accounts, user information, quick-lists, orders, approvals and reports.
Feature: Search Engine and Navtabs

Benefit to NCPA participants: Find products faster, with more categories to choose from, and with better search results. The menu on the left of the Web page has two tabs: Shop and Account Tools. Shop has links to product categories, brands pages, customer support and more. Account Tools gives you quick access to your account management tools—without having to go back to the Account Dashboard.
Feature: Order Tracking and Reporting

Benefit to NCPA participants: Easily see and manage all the order activity in your account. You can run and view results for several types of reports: Order Tracking reports show orders in progress, Proof of Purchase and Invoice reports provide information on orders that have shipped and billed.
Feature: Multi-tier Approval Hierarchy

Benefit to NCPA participants: Set up authorized users for approval hierarchies to match the reporting structure of your organization, without restrictions. Set up a multi-tier hierarchy for purchasing approvals within an organization. Assign approvals based on dollar amounts or job responsibilities.

Create Approvals Hierarchy for <Group Name>

Assign approvers for this tier by selecting them from the left box and clicking the "Add" button. To remove an approver from this tier, select the user from the right box and click the "remove" button.

Step 3 (of 3): Assign Approvers to Tiers
You have 4 tiers in total to set up

Add

*Required Fields

Assing Appraisers to this Tier

Users designated as approvers (Max. of 3)

Last Name, First Name

Add

Remove

Edit User's Approval Title

NOTE: Enter dollar amounts sequentially to the penny, or an error occurs.

Create Tiers for Purchasing

Enter dollar and setup values for each tier and click "Continue to Step 3."

Please note: Dollar amounts for tiers must be sequential and may not overlap other tiers.

Step 2 (of 3): Create / Edit Tier Dollar Amounts

<table>
<thead>
<tr>
<th>Tier</th>
<th>Tier Dollar Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$0.00 to $5000.00</td>
</tr>
<tr>
<td>2</td>
<td>$5000.01 to $10000.00</td>
</tr>
<tr>
<td>3</td>
<td>$10000.01 and up</td>
</tr>
</tbody>
</table>

NOTE: Enter dollar amounts sequentially to the penny, or an error occurs.

Create Tiers for Purchasing

Enter a name for each tier and click "Continue to Step 3."

Step 2 (of 3): Create / Edit Tier Names

<table>
<thead>
<tr>
<th>Tier</th>
<th>Tier Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bottom Level Tier (Administration)</td>
</tr>
<tr>
<td>2</td>
<td>Mid-Level Tier (Supervisor)</td>
</tr>
<tr>
<td>3</td>
<td>Top Level Tier (Management)</td>
</tr>
</tbody>
</table>

Cancel: Continue to Step 2
Feature: Shopping Cart Features

Benefit to NCPA participants: Viewing items in the cart without leaving the page—no clicking back and forth between pages—results in a better shopping experience.
Feature: Online Return Request

Benefit to NCPA participants: Enjoy a quick and easy way to contact customer service to request return authorization.

GovConnection Response
The sales office hours are from 7:30 AM ET to 6:00 PM ET for a live sales person. GovConnection has sales offices located in Merrimack, NH and North Sioux City, SD.

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
The Support Group can be reached at 800-800-0011, option 4, Monday through Friday from 7:00 AM ET to 7:30 PM ET. There is also a technician available until 7:30 PM ET weekdays for customer callbacks. There is web availability 24/7.

- **Green Initiatives**
  - As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies’ environmental policy and/or green initiative.

**GovConnection Response**
**Green Solutions for Every Layer of Your Organization**

GovConnection offers green IT products and services that can help you improve and transform your infrastructure. You can adapt to realize significant cost savings while making your operations easier to manage. We can help you identify ways to lower your environmental impact—and make the best technology choices to fit your budget.

**Greener Infrastructure**
- Energy Efficient Data Centers
  - Virtualization
  - Consolidation
  - Improved power and cooling methods

**Efficient Desktop Computing**
- ENERGY STAR 4.0 standards
- Thin clients
- Virtual desktop infrastructure

**Energy Efficient Networks**
- Develop fast, secure connections that use less power

**Greener Data Management**
- Automate and digitize costly paper processes
- Utilize efficient hardware to save power
- Manage printer fleets with better tools

**Greener Mobility**
- Organizational Design
  - Notebooks, tablet PCs, handhelds
  - Unified communications
  - Multimedia conferencing
  - Secure remote access and data protection

**Best Practices in IT Recycling**
- Asset disposal and trade-in programs
- Emphasis on safety, security, and minimal environmental impact
Technology for a Better World
Our Commitment to Environmental Responsibility
As a leading provider of IT products and services, GovConnection has built a solid reputation based on delivering creative answers to complex problems. That’s why our approach to eco-friendly operations should come as no surprise. From high-tech solutions to low-tech ingenuity, we’re deeply committed to utilizing every available opportunity to reduce our impact on the world around us. Whether it’s cutting-edge virtualization in the server room or energy-efficient lighting in the break room, we’re doing everything possible to make green technology a part of the workplace. Protecting the environment isn’t always the easiest thing to do, but it’s the right thing to do—and that makes all the difference in the world.

Here are just a few of the ways GovConnection is taking up the challenge of creating greener operations:

Virtual trade shows and seminars allow our customers to access information and experts to help them make technology investment decisions—without having to travel across the country. GovConnection has hosted more than 5,000 users through our online events and trade shows.

Utilizing online capabilities ensures that climate-changing gases are not released into the atmosphere from automobile or air travel.

Telecommuting keeps vehicles off the road and gives many of our employees the ability to work from off-site locations. Armed with the latest remote access technologies and unified communication devices, they have the office resources they need—without using excess natural resources.

Green information technology is an integral part of our operations at GovConnection—with virtualization and server consolidation accounting for significant energy cost savings in our data centers. In addition, we’ve also rolled out LCD monitors and ENERGY STAR 4.0-compliant workstations for our employees—maximizing efficiency while reducing our carbon footprint.

E-Commerce and online purchasing options make our customers’ supply chain efforts more energy efficient and less paper dependent. We accept online and EFT payments and have moved to an online expense tracking model to eliminate waste.

Online meeting technologies and videoconferencing decreases our travel to the client’s and vendor’s offices—increasing convenience and reducing our impact on the environment.

Our buildings employ electronic energy management systems, which allow the operation and orchestration of numerous mechanical systems as one—with the ability to program different areas of each facility. This delivers precise temperature and lighting control and minimizes energy consumption when a portion of the building is unoccupied. An air circulation system in our warehouse takes advantage of the building’s architectural features and redistributes heated air from the ceiling in the winter and cooler, floor-level air in the summer.
Green facilities department initiatives are reducing our carbon footprint with low energy lamps, electronic ballasts, and ENERGY STAR-rated equipment. In addition, all coolants in the air conditioning and refrigeration systems are environmentally friendly. We use low-E glass and special shading systems to control heat gain and cooling loss—and we incorporate skylights to introduce natural light into the work environment.

Recovered rainwater is utilized in our irrigation systems, creating beautiful landscaping without putting extra demand on precious water resources.

Recycling programs and responsible materials management eliminate waste and preserve natural resources. All waste cardboard and paper is isolated and recycled—and we purchase recycled paper goods, toner cartridges, and similar consumables whenever possible. We use recycled paper instead of Styrofoam packing peanuts. Any material that isn’t directly reused goes to a contractor that sorts and recycles refuse. The Company donates its unused office equipment including computers, monitors, printers, copiers, excess office supplies, and furniture to a not-for-profit organization. On a much larger scale, all of our facilities are within “recycled” buildings. Repurposed from their former uses, their renovation reduces wasteful new construction and reinvigorates the local community without adding to urban sprawl.

GovConnection Sustainable Business Practices

Products

- Energy Star, EPEAT and/or RoHs ratings for products: Anytime this type of information is provided to us by the manufacturer in electronic form, we include it on our website. We also utilize the EPEAT website for identifying ratings across the most commonly used IT products.

- Account Managers attend regular manufacturer meetings and training sessions so they are kept informed of the latest “green” technology product offerings.

- Many packages we handle are self-shippers (packaged by the MFR and never opened by PCC); we do not add to the MFRs recommended minimum level of packaging material.

Recycling

- We isolate and recycle all waste cardboard.

- We utilize trash haulers that sort and recycle our trash.

- We isolate all waste paper, shred, bale, and recycle it.

- We have invested heavily in the refurbishment and use of existing structures whenever we have expanded our footprint, thereby reducing the effect of corporate sprawl
Energy Consumption

• We utilize low-E glass to control radiant heat and heat/cooling loss.
• We incorporate skylights to introduce natural light, and special shading systems to control heat gain and cooling loss.
• We incorporate automated energy management systems to regulate temperatures and to control temperature and lighting, to coincide with times of occupancy.
• We reduce energy consumption via the use of low energy lamps, electronic ballasts, and energy-star rated equipment.
• All coolants in our air conditioning and refrigeration systems are environmentally friendly.
• Irrigation systems utilize recovered rainwater.
• We have installed air circulation systems at our warehouse to incorporate a filter system and to take advantage of high ceiling heat in the winter, & floor level cool air in the summer, resulting in improved air quality and temperature with minimal energy consumption, and reduced heating/cooling cost.

Warehouse Packing & Shipping

• We have eliminated the use of packing peanuts.
• The shipping cartons we purchase are manufactured with 65% recycled PCW material.
• Packing paper we use as dunnage in our shipping cartons is manufactured with 40% PCW material.
• All corrugated boxes received from vendors are baled and recovered by corrugated recycling company.
• All pallets used for storage and shipping at the Distribution Center are obtained by reusing pallets upon which vendor product was shipped to us.
• We receive more pallets than we ship. All excess pallets are recovered by a pallet recycling company.
• All dunnage material used by our vendors for shipments sent to us is either reused in our customer shipments or provided to other local business for use as packing material

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

GovConnection Response
See the following pages for GovConnection's certifications.
## Certifications and Authorizations

PC Connection holds premier certifications and authorizations from leading vendors—including Cisco Gold, HP SMB Elite, Lenovo Premier, and Microsoft Gold. In addition, our talented engineers have acquired more than 500 active technical certifications. These certifications allow us to offer you enterprise-class service, access to volume pricing and on-demand products, software licensing programs, and expert technical service and support.

### TECHNICAL CERTIFICATIONS

- **Cisco Gold Certified Partner**
  - Cisco Certified Design Associate (CCDA)
  - Cisco Certified Design Professional (CCDP)
  - Cisco Certified Network Associate (CCNA)
  - Cisco Certified Internetwork Expert (CCIE)
  - Cisco Certified Security Professional (CCSP)
  - Cisco Certified Voice Professional (CCVP)
  - Cisco IP Telephony Design Specialist
  - Cisco Contact Center Express Specialist
  - Cisco Unity Design Specialist
  - Cisco Unity Support Specialist
  - Cisco Rich Media Communications Specialist
  - Cisco Security Solutions and Design Specialist
  - Cisco Advanced Routing and Switching Field Specialist
  - Data Center Storage Networking Design Specialist
  - Data Center Storage Networking Support Specialist
  - Advanced Wireless LAN Design Specialist
  - Advanced Wireless LAN Field Specialist

- **EMC**
  - EMCTA
  - Technical Sales

- **HP Partner ONE Preferred Partner**
  - HP Imaging and Printing Solutions (APC)
  - HP Enterprise Solutions (APS)
  - Client Consolidated Infrastructure (CCI)
  - HP ProLiant ML/DL Servers (ASE)
  - HP BladeSystem (ASE)
  - HP SAN Architect (Master ASE)
  - ProCurve Networking Secure Mobility Specialist (Master ASE)
  - ProCurve Campus LAN Professional (Master ASE)
  - HP ProCurve Master Accredited Systems Engineer (MASE)
  - HP ProCurve Accredited Systems Engineer (ASE)
  - HP ProCurve Accredited Integration Specialist (AIS)
  - HP HA & Clustering Solutions (MASE)
  - HP LeftHand SAN Solutions (AIS)
  - HP Commercial Desktop, Workstations, and Notebooks (APS)
  - HP HP LaserJet Solutions (APS)

- **Compellent**
  - Certified Installer

- **VMware Premier Partner**
  - Infrastructure Virtualization Competency
  - Desktop Virtualization Competency
  - Business Continuity Competency
  - VMware Certified Professional (VCP)
  - VMware Certified Professional (VSP)
  - VMware Technical Sales Professional (VTSP)

- **Polycom**
  - VSG Infrastructure Certified
  - VSG Video Certified
  - VoIP Certified
  - Wireless Certified
  - Installed Voice Certified

- **IBM Premier Enterprise Business Partner**
  - IBM Passport Advantage Authorized
  - IBM EXAccertified
  - IBM BladeCenter Certified

- **Microsoft**
  - Microsoft Certified IT Professional (MCITP)
  - Microsoft Certified Systems Engineer (MCSE)
  - Microsoft Certified Solutions Developer (MCSD)
  - Microsoft Certified Database Administrator (MCDBA)
  - Microsoft Certified Technical Professional (MCTP)
  - Microsoft Certified Systems Administrator (MSCA)
  - Microsoft Certified Professional (MCP)
  - Microsoft Endpoint Certified

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Turn to page 2 to see our list of authorizations.
AUTHORIZATIONS

- Adobe ALC and FLP Partner
  - Large Account Reseller (LAR)
  - World Wide Adobe License Center
  - Contractual (CLP), Transactional (FLP)
  - and Form (LFPL) Licensing Programs
  - Non Profit Licensing Reseller
  - Connect Pro Value Added Reseller (VAR)

- APC Elite for Business Networks

- Apple Authorized Reseller
  - Authorized Service Provider

- Autodesk National Reseller Organization (NRO)

- Avaya

- CA Premier Partner

- Checkpoint

- Cisco Specializations
  - Advanced Wireless LAN Specialization
  - Advanced Security Specialization
  - Advanced Routing & Switching Specialization
  - Advanced Unified Communications Specialization
  - Advanced Data Center Networking Infrastructure Specialization
  - Advanced Data Center Networking Infrastructure Specialization
  - Storage Networking Specialization
  - Authorized Technology Provider (ATP)
  - Data Center Unified Computing

- CompTIA
  - CompTIA Networks+
  - CompTIA Security+
  - CompTIA Server+

- Dell / EqualLogic

- EMC Velocity2 Partner
  - EMC Premier Partner

- Fortinet

- Hitachi Enterprise Partner

- HP PartnerONE Preferred Partner
  - HP Authorized Business Solutions Partner (ABSP)
  - HP Authorized Support Partner (ASP)
  - HP Authorized Professional Services Partner (APSP)
  - HP Consolidated Cntl Infrastructure (CCD)
  - HP Enterprise Storage Elite
  - HP ProCurve Authorized Master Partner
  - HP ProCurve Networking Elite Partner
  - HP ProLiant
  - HP SMB Elite

- IBM Premier Partner

- Lenovo Premier Enterprise Partner

- LANDesk National Solution Provider (NSP) — Premier Status

- McAfee Premier Security Alliance Partner

- Microsoft Select: Open, Charity, and Academic volume licensing programs with secure and support for Microsoft Enterprise Agreements
  - Microsoft Large Account Reseller (LAR)
  - Microsoft Enterprise Software Advisor (ESA)
  - Microsoft Authorized Education Reseller (AER)
  - Microsoft Network Services Partner (NSP)
  - Microsoft Charity License Partner
  - Microsoft Gold Partner
  - Microsoft Silver Competency
  - United Communications Competency
  - Microsoft Operational Excellence Award Winner, 2005

- Motorola Solutions Platinum Premium Channel

- Panasonic TP3 Partner

- Planet Wireless

- Polycom

- QLogic

- Quest Software Silver Partner

- Symantec Platinum Enterprise Partner

- Symbol

- Toshiba Preferred Partner

- Tripp Lite Premier Alliance Partner
**Tab 5 – Products and Services**

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

<table>
<thead>
<tr>
<th>Products</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>➢ Laptops / Notebooks / PDA's</td>
<td>➢ Installs</td>
</tr>
<tr>
<td>➢ Desktop Computers</td>
<td>➢ Asset Management</td>
</tr>
<tr>
<td>➢ Servers</td>
<td>➢ Managed Services</td>
</tr>
<tr>
<td>➢ Software</td>
<td>➢ Telecommunications</td>
</tr>
<tr>
<td>➢ Accessories</td>
<td>➢ Product Configurations</td>
</tr>
<tr>
<td>➢ Battery Back---up / Power / Surge</td>
<td>➢ Product Support</td>
</tr>
<tr>
<td>➢ Cables</td>
<td>➢ Warranty</td>
</tr>
<tr>
<td>➢ Data Storage / Drives</td>
<td>➢ Insurance</td>
</tr>
<tr>
<td>➢ Digital Imaging – Cameras /</td>
<td></td>
</tr>
<tr>
<td>Scanner</td>
<td></td>
</tr>
<tr>
<td>➢ Keyboard / Mice / Input Devices</td>
<td></td>
</tr>
<tr>
<td>➢ Memory / System Components</td>
<td></td>
</tr>
<tr>
<td>➢ Office Equipment</td>
<td></td>
</tr>
<tr>
<td>➢ Printers</td>
<td></td>
</tr>
<tr>
<td>➢ Sound / Multimedia</td>
<td></td>
</tr>
<tr>
<td>➢ Telecommunications Products</td>
<td></td>
</tr>
<tr>
<td>➢ Video – Monitors / Cards /</td>
<td></td>
</tr>
<tr>
<td>Projector</td>
<td></td>
</tr>
<tr>
<td>➢ Interactive Whiteboards</td>
<td></td>
</tr>
<tr>
<td>➢ DVD / Books / Music / Video</td>
<td></td>
</tr>
</tbody>
</table>
Warranty
Since GovConnection is not the manufacturer of the products purchased by participants hereunder, therefore the only warranties offered are those of the manufacturer. We warrant that we have good title to the hardware products we sell, and that we have proper authority to license the software products we distribute.

300,000 + Products
Beyond our products, beyond our prices, beyond even our personal service, there's one simple reason more customers choose to partner with GovConnection. We understand how you use technology.

Take a closer look at GovConnection and you'll see that everything we do revolves around making it easier to purchase, implement and maintain complete IT solutions that better connect students, faculty and administrators. Not only do we carry the brands you trust, but we can get you what you need faster through our nationwide distribution centers. Our large in-house staff of certified network engineers and IT specialists can help you take care of everything with a single phone call.

The IT marketplace is full of companies who simply claim to be different. We prefer to prove it day in and day out.
# PRODUCT SELECTION

GovConnection offers nearly 300,000 products—the broadest suite of IT solutions—from all major industry manufacturers.

## COMPUTING

### DESKTOPS
- Acer
- Apple
- ASUS
- Dell
- HP
- Lenovo
- Sony

### TABLETS
- Apple
- Cisco
- Fujitsu
- HP
- Lenovo
- Motion
- Motorola
- Samsung
- Toshiba

### THIN CLIENTS
- HP
- Samsung
- Wyse

## HANDHELDs

- ASUS
- HP
- Motorola
- Palm

## NOTEBOOKS

- Acer
- Apple
- ASUS
- Dell
- Fujitsu
- HP
- Lenovo
- MSI
- Panasonic
- Samsung
- Sony
- Toshiba

## WORKSTATIONS

- Apple
- Dell
- HP
- IBM
- Lenovo

## NETWORKING

### BATTERY BACKUP
- APC
- Belkin
- CyberPower
- Eaton
- HP
- Liebert
- Tripp Lite

### NIC ADAPTERS
- Belkin
- D-Link
- HP
- Intel
- Linksys
- NETGEAR
- SIRI
- TRENDnet

### REMOVABLE DRIVES
- Fujitsu
- HP
- Iomega
- Panasonic

### ROUTERS
- Belkin
- Cisco
- D-Link
- HP
- HP Networking
- Linksys
- Motorola
- NETGEAR
- TRENDnet

### SERVER HARD DRIVES
- Buffalo
- CMS
- Dell
- EDGE Tech Corp
- Fujitsu
- Hammer Storage
- Hitachi
- HP
- IBM
- Iomega
- Kaseya

### сервер MEMORY
- Axiom
- Cisco
- EDGE Tech Corp
- HP
- IBM
- Kingston Technology
- Lenovo
- LeGe
- Maxtor
- Seagate

### SWITCHES
- Black Box
- Cisco

## CASES

- Kensington
- Lenovo
- Mobile Edge
- Targus
- Toshiba
- Tripp Lite

## CD-RW/DVD

- Creative Labs
- Fujifilm
- HP
- Imation
- Iomega
- Kanguru
- LeGe
- Maxell
- Microboards
- Micro Solutions
- Panasonic
- ODP
- TDK
- Toshiba
- Verbatim

## CONSUMER ELECTRONICS

- Apple
- Dell
- Electronic Arts
- HP
- JVC
- Klipsch
- Microsoft
- Nintendo
- Philips
- Samsung
- Sharp
- Sony
- SOYO
- Toshiba
- Vantage Point
- Westinghouse
- Digital Electronics

## COVERS

- Canon
- Sharp

## DIGITAL CAMERAS

- Canon
- Fujifilm
- HP
- Kodak
- Minolta
- Nikon
- Olympus
- Panasonic
- Polycom
- Sandisk
- Sony

Contact your Account Manager today for a personalized quote!
As an added benefit to our customers, GovConnection is proposing Customized Services quoted on a per incident basis. Customized services will include a customer agreed upon Scope of Work listing step by step how we plan to complete the services project.

Additional GovConnection Services
Our comprehensive line of hardware and software configuration services makes it easy to get the advanced technology you need. Factor in our rapid delivery options, and you can get your new equipment where and when you want it.

Custom Hardware Configuration
Save time and money when you have GovConnection technicians add memory, extra processors, interface cards, and more. We can configure:
• Notebooks• Desktops• Workstations• Servers• Routers• Switches• Printers• PDAs

Software Installation and System Imaging
Have your new systems arrive plug-and-play ready. We can install operating systems and individual software titles, as well as create, store, and install a complete custom software image on any computer you buy.

Product Staging
A dedicated services coordinator can manage the logistics of your next large rollout. We start by securely storing your new equipment in our facility. We then work closely to custom-tailor a delivery schedule that works best for you.

Server Rack Construction
GovConnection technicians can custom-build server racks for your business that will arrive fully assembled and ready for immediate installation.

Custom Printer Construction
Get the exact printer you want, plus complete peace of mind. When you utilize our custom printer service, you get printers that are fully configured for your application, and fully tested, so you know they work right out of the box.

Asset Tagging
We make it easier to track and manage your hardware by affixing standard, custom, or your own previously-supplied asset tags to all your new equipment before it ships.

Custom Labeling
We can save you time during your next rollout by placing custom labels on the outside of your products’ packaging. Labels can include serial numbers, operating instructions, or custom messaging perfectly suited to your application.

Training
This assistance will occur in the form of one to one training via the phone, and in person training from a business development specialist, if applicable. In addition, we can arrange for any WebEx’s to assist large groups in using the contract to benefit their organization.

GovConnection has a partnership with a third party nationwide training company to offer any advanced or customized training programs, we require.
Tab 8 – Value Added Products and Services

An enhancement for NCPA participants will be access to our addition of Valcom, Inc. to the PC Connection family. In addition to an overview we have included customer facing marketing materials, that if awarded would be co-branded with NCPA.

About ValCom
For over twenty-five years, ValCom has developed and delivered customized, industry-leading technology solutions that provide clients with the ability to achieve substantial, long-term results. Our integrated suite of professional services, strategic sourcing and software solutions have continued to evolve with the changing needs of clients and to meet overall market demand.

ValCom’s professional IT services streamline the complexities of delivering technology to provide measurable results. As an industry leader in procurement services, we offer customers the ability to cost-effectively acquire the latest products through our reseller or direct manufacturer sourcing models. Our technical consultants have the field experience necessary to service these products using our efficient and value-focused methods. And, ValCom’s WebSPOC ITSM software solution was developed to keep projects and services moving collaboratively to ensure efficient service delivery.

- A winning team driven to provide the best customer experience in the industry
- The only service provider to be awarded the HP All Star Award for the past 9 quarters for delivering exceptional customer experience, as reported by clients and ranked against all other technology providers
- Relationships to provide product from HP, NEC, IBM, Lenovo, Cisco, Novell, Microsoft and practically all leading hardware manufacturers at an extremely competitive price
- Longevity that is second to none in the industry, with the average management tenure in the organization in excess of ten years at ValCom alone
- Financial stability to insure that ValCom will be your partner for years to come
- ValCom management who hold a number of high visibility positions on industry counsels and advisory committees, such as HP and Lenovo, that will gain you the exposure of key manufacturing executives
- A total solution to IT lifecycle management that can be automated through ValCom’s world class WebSPOC suite of IT management applications and encompass both IT procurement requests as well as service provisioning

ValCom goes to every extreme to make sure that our quality consistently remains unparalleled, no matter what happens in the IT industry. We work with you to position your technology plan based on roadmap information well in advance of end of life announcements, insuring that your platform strategy is proactively aligned with changes in the industry.

Our track record and extensive portfolio prove that ValCom can be trusted with both large scale project rollouts as well as handling the day to day needs of your organization. ValCom takes customer trust and partnership responsibilities very seriously. We have done custom rollouts and technology upgrades thousands of times and understand what proactive controls need to be put in place to mitigate business interruptions and insure projects are completed on time and within budget. Every environment is different and ValCom has the experience, relationships and resources to customize either a total solution or to augment your existing IT delivery plan to fit your needs.
How to Get Strategic About IT Staffing

4 Ways to Help You Get IT Done
Technology means change, and competition for highly qualified technology staff in today's market is intense. As a trendsetter in the industry, our IT staffing expertise continues to grow and flourish on a nationwide scale by attracting and maintaining individuals who grow with us. We continue to help our clients place candidates in short- and long-term contract positions. We offer an attractive contract-to-hire program and very competitive rates for permanent placements. The IT positions we fill are wide-ranging such as Help Desk analysts, developers, engineers, project managers, directors, and CIOs.

Turn the page for more information about our staffing services.
We have years of experience in providing IT consultants and technicians on a nationwide basis for short- and long-term assignments.

**Contract Staffing—Long- and Short-Term**
Our staffing experts provide a cost-effective, timely, and flexible hiring program to provide IT consultants with the right skill sets on an hourly or contract basis. Our recruiters listen to your needs and work to provide you top-notch talent for your projects.

**Contract-to-Hire Staffing**
To save time, effort, and expense in the recruitment process, we can help you “field test” technology talent so you can make a strategic decision based on both your environment and the fit of the candidate. Contract to Hire offers unique benefits such as staffing projects and open positions on a timely basis, providing flexibility in the hiring process, and a cost-effective 90-day, no conversion fee option to ensure employer and candidate are satisfied before any commitments are made for the position.

**Direct Hire Placements**
We offer an extremely competitive and budget-friendly permanent placement option that can reduce your hiring process by delivering top candidates, fully interviewed, evaluated, and in-depth background checks completed before submission. We have a proven process with either a 30-day or 90-day guarantee with incredible access to nationwide IT talent.

**Payrolling Services**
Have you found a candidate but don’t have the operating budget to hire? We can help! For a small administrative fee we will hire your candidate and contract them back to you for the time period you require. We handle all payroll tasks, workers compensation, unemployment, and other payroll deductibles. Whether it’s a project or an extended period of time, we can provide the flexibility you need and control costs with minimal risk or financial impact.
Faced with an IT Challenge?

Our Professional Services Team Can Solve Any IT Problem

You will encounter key business challenges with every IT project, but you don’t have to solve them alone. Our Professional Services Team has the expertise to assess your situation, help you navigate past any IT obstacles, and chart a course to a solution. We work with you to identify the problem and design and implement a budget-conscious plan of action.

Optimize Your Environment with an Assessment

Following a Professional Services Assessment, you will better understand how your IT environment operates, be empowered with information to effectively manage your projects, and gain the tools to make data-driven IT decisions. Leveraging our team’s services will help you make smart choices and achieve maximum ROI.

In-House Expertise, Driven by Industry Best Practices

Trust our experts to deliver the guidance, resources, and services you need to solve your technology challenges on time and on budget.

Our Professional Services offerings include:

- **Pre-Sales Support**—Our engineers maintain hundreds of certifications, with dozens of IT vendors, spanning thousands of products to ensure you get the support you need, when you need it.

- **Post-Sales Service Delivery**—We leverage industry expertise to offer you maximum value for your IT investment. The post-sales team focuses on maximizing value through efficient project planning, skilled technical talent, and customized service delivery.

- **Program Management Office (PMO)**—Our PMO is comprised of Program Managers who focus specifically on the resources utilized during the services engagement process; we adhere to an industry best-practice ADIM (Assess, Design, Implement, Manage) methodology. Our experts comprehensively handle your project time frame, scope, and budget through careful planning, thoughtful team leadership, and tactical delivery team management.

Turn the page for more in-depth information about our services.

1800 800 0019

www.govconnection.com

Contact an Account Manager to schedule a consultation today.

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Best Practices from Start to Finish

CORE SERVICE PRACTICES

Server Practice
With energy costs continuing to rise, now is the time to optimize your resources by implementing server consolidation and virtualization initiatives. Our Server Practice offers solutions that enable significant cost savings while making operations more flexible, more agile, and easier to maintain.

We provide:
- End User Computing Enablement
- Virtualization Modernization & Automation
- Data Center Implementation & Optimization

Cloud Practice
We help you discern, design, and deliver the best cloud solutions for your organization. There are no one-size-fits-all versions of any cloud technology when it comes to real-world applications. That's why we view cloud computing technologies as raw materials that you can combine in multiple ways to achieve your desired outcomes.

We provide:
- Cloud Readiness Assessment
- Workload Discernment & Consultation
- Implementation & Migration

Network Practice
Prepare for BYOD with our mobility and networking services—combining infrastructure, services, and applications to provide you with a secure, dependable wired and wireless network. We offer in-depth assessment, documentation, consultation, design, planning, installation, and management services for all networking solutions.

We offer expertise in the following areas:
- Unified Collaboration
- Unified Network Access
- Unified Data Center

Storage Practice
The amount of information your organization is generating is exploding. We are here to help you make sense of it all. Our Storage Practice offers you greater efficiencies within your storage and backup environment through the use of assessment-focused services that uncover savings and streamline processes.

We provide:
- Enterprise Arrays & Storage Modernization
- Storage Optimization and Intelligence
- Data Protection & Business Continuity

Security Practice
Data protection and privacy are driving organizations to keep all sensitive information safe from unauthorized disclosures and in line with compliance requirements. We developed a set of solutions and services to reduce your security risks from threats with industry-leading assessment, analysis, and risk management services.

We are committed to keeping your organization operating safely and securely with:
- Security Assessment & Penetration Testing
- Security Program & Policy Development
- Managed Security Services

Software Practice
Our team works together to help build the right solution for your environment by ensuring the day-to-day operations of your intricate landscape run smoothly, bringing balance to your software investment.

We offer expertise in the following areas:
- Office 365
- Virtualization
- Microsoft Core Services

Lifecycle Practice
We're positioned to support your organization throughout the IT lifecycle. Count on us to deliver what you need to get IT done, from Technology Deployment and Client Services to Technology Staffing Services.

We provide:
- Refresh
- Maintenance
- IMAC
- Disposal
- Staffing

Client:
- Service Desk
- Asset Management
- Remote Managed Services

Mobility Practice
We can assist with all aspects of your mobility strategy—from design to deployment and more. In addition, we can help you prepare for BYOD with a comprehensive suite of mobility and networking services. And, if your organization plans to incorporate Apple® products in your computing environment, we can design an integration solution.

We offer:
- Support & Integrate Apple
- BYOD & MDM Solutions
- Mobile App Development
Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum
Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor: GovConnection, Inc.
Print Name: Robert Marconi, Vice President SLED Sales
Address: 732 Milford Road
City, State, Zip: Merrimack, NH 03054
Authorized signature: [Signature]
Date: 9/9/15
Contractor Requirements

Contractor Certification
Contractor’s Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date 9/9/15

Robert Marconi, Vice President SLED Sales
Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

---

GovConnection, Inc.

732 Milford Road
Merrimack, NH 03054
800-800-0019
603-683-2482
sledcontracts@govconnection.com
Robert Marconi
Vice President SLED Sales

Authorized signature

---
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. 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 (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS


2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c.  **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d.  **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3)  **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4)  **Sanctions of Non-Compliance.** In the event of Contractor’s non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1)  **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

**INコーポレーション OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:


Other States: Cities, Towns, Villages, and Boroughs

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