

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **34972**

3 THIS AGREEMENT is made and entered, in duplicate, as of June 20, 2018
4 for reference purposes only, pursuant to Resolution No. RES-18-0089 adopted by the City
5 Council of the City of Long Beach at its meeting on June 19, 2018, by and between
6 GOVCONNECTION, INC. DBA CONNECTION, a Maryland corporation ("Contractor"),
7 whose address is 732 Milford Road, Merrimack, New Hampshire 03054, and the CITY OF
8 LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City to
10 make purchases under the purchasing contracts of other governmental agencies when
11 authorized to do so by a resolution; and

12 WHEREAS, the City has a need for data center systems equipment,
13 telecommunications equipment, and user devices; and

14 WHEREAS, Region 4 Education Service Center through National
15 Intergovernmental Purchasing Alliance - The Cooperative Purchasing Network has a
16 contract with GovConnection, Inc. dba Connection for technology and interactive
17 whiteboard products and services, Contract No. R160202 ("TCPN Contract"); and

18 WHEREAS, Resolution No. RES-18-0089 authorizes the City to purchase
19 data center systems equipment, telecommunications equipment, and user devices by
20 virtue of the TCPN Contract;

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions in this Agreement, the parties agree as follows:

23 1. The TCPN Contract with Contractor, attached hereto as Exhibit "A", is
24 incorporated by this reference as if fully set forth, and the same terms and conditions
25 contained in the TCPN Contract shall be applicable here except as follows:

26 A. Wherever the TCPN Contract refers to the Region 4 Education
27 Service Center through National Intergovernmental Purchasing Alliance - The
28 Cooperative Purchasing Network, it shall be deemed to refer to the City of Long

1 Beach;

2 B. Contractor shall sell, furnish and deliver to the City data
3 center systems equipment, telecommunications equipment, and user devices of
4 the same kind identified in the TCPN Contract in an amount not to exceed Eleven
5 Million Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$11,222,500)
6 for the first year; thereafter, in an annual amount not to exceed Two Million Eight
7 Hundred Sixty-Six Thousand Dollars (\$2,866,000), for ongoing lifecycle
8 replacement of equipment and new incremental technology growth, until the
9 current contract expires on June 31, 2019, with the option to renew for as long as
10 the TCPN Contract is in effect, as needed., at the rates or charges shown in Exhibit
11 "B", attached hereto and incorporated herein. To the extent that the TCPN
12 Contract and this Agreement are inconsistent, the following priority shall govern:
13 (1) this Agreement and (2) the TCPN Contract.

14 C. Payment for the data center systems equipment,
15 telecommunications equipment, and user devices purchased from Contractor by the
16 City shall be made by the City on delivery to and acceptance of the data center
17 systems equipment, telecommunications equipment, and user devices by the City
18 and submittal of an invoice to the City. Payment is due thirty (30) days after the
19 date of the invoice.

20 D. The term of this Agreement shall commence at midnight on
21 June 19, 2018, and shall terminate at 11:59 p.m. on July 31, 2019.

22 E. All warranties shall accrue to the City of Long Beach.

23 2. Neither this Agreement nor any money that becomes due to
24 Contractor under this Agreement may be assigned by Contractor without the prior written
25 consent of the City Manager or his designee.

26 3. Any notice given under this Agreement shall be in writing and
27 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
28 delivered or mailed to Contractor at the relevant address first stated above, and to the City

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1 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
2 shall be deemed given three days after deposit in the mail.

3 4. The terms appearing on the TCPN Contract are incorporated in this
4 Agreement.

5 5. Contractor shall cooperate with the City in all matters relating to self-
6 accrual of use tax. Contractor shall contact the City Treasurer for additional information
7 regarding self-accrual.

8 6. This Agreement and all documents which are incorporated by
9 reference in this Agreement constitute the entire understanding between the parties and
10 supersede all other agreements, oral or written, with respect to the subject matter of this
11 Agreement.

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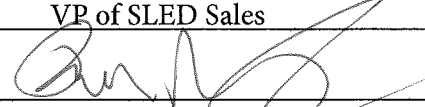
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

GOVCONNECTION, INC. DBA CONNECTION, a Maryland corporation

June 28, 2018

By 
Name Robert Marconi
Title VP of SLED Sales

June 28, 2018

By 
Name Robert Marconi
Title VP of SLED Sales

Tom Modica
Assistant City Manager

"Contractor"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

July 17, 2018

By 
City Manager

"City"

This Agreement is approved as to form on June 29, 2018.

CHARLES PARKIN, City Attorney

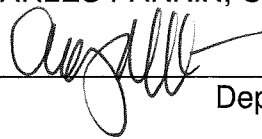
By 
Deputy

EXHIBIT “A”



Enhanced Portfolio | Unified Focus | Continued Trust

June 16, 2016

Mr. Robert Marconi
Vice President SLED Sales
GovConnection, Inc.
732 Milford Road
Merrimack, New Hampshire 03054

Re: Award of Contract# R160202

Dear Mr. Marconi:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on June 14, 2016, National IPA~TCPN is pleased to announce that GovConnection, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-02) submitted on May 9, 2016:

<u>Commodity/Service</u>	<u>Contractor</u>
Technology & Interactive Whiteboard Solutions Products and Services	GovConnection, Inc.

This contract award supersedes and replaces your current # R5110 and will be effective August 1, 2016 and will expire on July 31, 2019. As indicated above, your Contract # is R160202. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA~TCPN and GovConnection, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell, CTSBO
Contract Manager

225 Meridian Blvd, Suite 300
Franklin, TN 37067



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

GovConnection, Inc. (vendor company name) hereby provides notice of the following material change to TCPN contract number: R160202 on this date September 8, 2019.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|--|---|
| <input type="checkbox"/> Assignment
_____ Indicate if you're assigning to your own subsidiary
_____ Assumption agreement
_____ Other supporting documentation | <input type="checkbox"/> Change in ownership (sale/purchase)
_____ Asset purchase agreement
_____ Other supporting documentation |
| <input type="checkbox"/> Bankruptcy
_____ Official legal Notice of Bankruptcy Proceedings
_____ Other supporting documentation | <input type="checkbox"/> Acquisition
_____ Asset Purchase Agreement
_____ Other supporting documentation |
| <input type="checkbox"/> Merger
_____ Share Exchange Agreement
_____ Merger and Acquisition Agreement
_____ Asset Purchase Agreement
_____ Other supporting documentation | <input checked="" type="checkbox"/> Other
_____ <u>N/A</u> Supporting documentation |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

GovConnection's parent company PC Connection has decided to re-brand the company as "Connection" legal structure remains the same. Only branding and DBA has changed.

In lieu of this notice, Connection (GovConnection) acknowledges and understands that they shall remain responsible for payments, reporting and records maintenance pursuant to the terms of the TCPN agreement. Likewise, upon approval of this notice, TCPN awarded contract holder and/or subsequent assignee agree to and understand the following principles:

i) Contract holder reference. If the contract holder undergoes a merger, acquisition or partial assignment, in which case they still maintain the contract, then all transactions made under the existing TCPN contract number ** (including purchase orders) must reference the name of the awarded TCPN contract holder. The exception to this requirement is if the TCPN contract holder no longer

** R160202



holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing TCPN contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the TCPN Contract holder is also referenced on the transaction.

ii) Maintenance of records. Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to TCPN and/or contract number ** pursuant to the statutory requirements identified in the vendor contract.

iii) Payments. Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iii) Handling of Proprietary and/or Confidential Information. In accord with the terms of the TCPN contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of TCPN, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under contract number **. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the TCPN/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
GovConnection DBA: Connection

Official name of assigned or added company
N/A - ownership remains unchanged

BY: Donna Mullen
Date signed by Donna Mullen
On 9/14/16 at the Regional Council, Inc. in
the presence of the Regional Council, Inc. in
New Bedford 01913 MA 0120

BY: _____

NAME: Donna Mullen

NAME: _____

TITLE: Sr. Director, Contracts

TITLE: _____

Region 4 Education Service Center

TCPN

BY: [Signature]

BY: _____

NAME: Robert Engelman

NAME: _____

TITLE: CFO

TITLE: _____

DATE: 9/14/16

DATE: _____

PROPOSAL

PREPARED FOR:

Region 4 Education Service Center

PROJECT:

**Technology and Interactive Whiteboard Solutions
Products and Services**

**On Behalf of itself, other government agencies and non-profits, made
Available through The Cooperative Purchasing Network "TCPN"
Solicitation Number 16-02**

DUE:

April 28, 2016 @ 2:00PM CT

PREPARED BY:

David Etheridge

Business Development Manager, GovConnection, Inc.

April 25, 2016

April 25, 2016

Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092

**RE: Technology and Interactive Whiteboard Solutions
Products and Services
On Behalf of itself, other government agencies and non-profits, made
Available through The Cooperative Purchasing Network "TCPN"
Solicitation Number 16-02**

Attn: Jason Wickel

Thank you for inviting GovConnection to participate in your Request for Proposal. This proposal has been developed to meet the specific needs and objectives of the TCPN organization.

As a wholly owned subsidiary of PC Connection, Inc., we offer a financially stable, Fortune 1000 company you can count on. You can depend on GovConnection to continue to deliver expertise, solutions, and integrity. GovConnection had been a TCPN partner since 2006. We have placed orders for over \$100 Million over the life of the current contract. Our sales team is familiar with the contract and understands the participants' needs.

We employ the most highly-trained, experienced IT professionals in the industry and celebrate its most tenured sales force. The depth of our expertise enables us to create smart, customer-centered solutions that match your needs and budget.

Thank you for the opportunity to offer this proposal. If selected, we'll continue to partner as an extension of your team and remain committed to your success and ongoing satisfaction.

For additional information and to schedule a meeting to discuss any and all parts of this response to your Request for Proposal, please feel free to contact Dave Etheridge, Business Development Manager at 704-798-6073 or detheridge@govconnection.com.

Sincerely,



Robert Marconi
Vice President SLED Sales
GovConnection, Inc.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 6-14-16, by and between GovConnection, Inc. and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology and Interactive Whiteboard Solutions ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 Purchasing procedure:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract # R_____.”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being “piggybackable”.

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror’s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region

4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC 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. Neither Region 4 ESC, TCPN, its agents, members nor employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 the State of Texas 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.

5.5 **Standard Cancellation:** 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. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. 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 listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year

- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)
- If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **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 (Region 4 ESC or its Members). 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.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay 2% administrative fees monthly to TCPN. Administrative fees must be paid net 30 days after TCPN acceptance of the vendor's monthly report.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **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."
- 13.2 **Disclosures**: Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror 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.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN 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, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant 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.
- 13.7 **Legal Obligations:** It is the Offeror'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.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by 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 Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

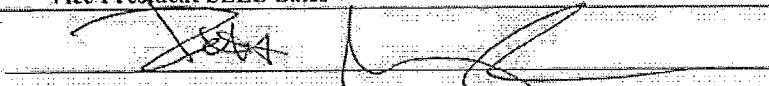
The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: 120 days

Company name GovConnection, Inc.
Address 732 Milford Road
City/State/Zip Merrimack, NH 03054
Telephone No. 800-800-0019
Fax No. 603-683-2482
Email address sledcontracts@govconnection.com
Printed name Robert Marconi
Position with company Vice President SLED Sales
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number(s): 1

Term of contract August 1, 2016 to July 31, 2019
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

6/14/2016
Date

Amy S. Reyes
Print Name


Region 4 ESC Authorized Board Member

6/14/2016
Date

Rick Peebles
Print Name

TCPN Contract Number 2160202

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

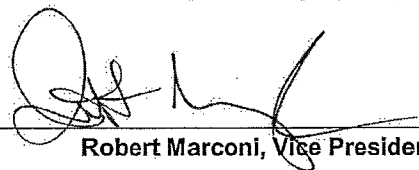
We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below. Use additional sheet if necessary with same format.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Authorized Signature

Robert Marconi, Vice President SLED Sales

April 25, 2016

Date

Tab 2
Questionnaire
(Appendix E)

Appendix E:
QUESTIONNAIRE

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

1. States Covered

Offeror 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)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below) *

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> 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.

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through TCPN Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offerors certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offerors certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offerors certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offerors certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offerors certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

f. Other

Offerors certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

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

Minority Owned Business

GovConnection does not qualify as a minority owned business. We do, however, make a commitment to utilize Small and Small Disadvantaged Businesses whenever possible. As a Direct Marketer of Information Technology for the Federal Government, GovConnection is required to prepare and submit a Commercial Subcontracting Plan annually. The plan applies to all sales of commercial items sold by GovConnection during the year. As GovConnection is a Value Added Reseller who does not manufacture products, we have agreed to maximize efforts to subcontract small and socioeconomically challenged businesses to provide services under our indirect cost pool. We have proposed to commit to a total of 40% of total subcontracting dollars to small business concerns including Alaskan, Native Corporations and Indian tribes, Veteran Owned Small Businesses, Service Disabled Veteran Owned Businesses, HUBZone Businesses and Women Owned Businesses. Additionally, for the past three (3) years, GovConnection has participated in the SBA's Mentor Protégé Program with a Woman Owned Small Business, a Service Disabled Veteran Owned Small Business and a Veteran Owned Small Business. Our current Federal Government-approved Small Business Contracting Plan is valid for fiscal year 2016.

GovConnection is able to offer a direct spend report and analysis, however, there could be additional costs for this Contract Specific Program in terms of administrative and higher cost for procuring the products. However, if this is of interest, please let us know and we will tailor a program that specifically addresses your needs.

5. **Felony Conviction Notice**

Please check applicable box:

- A publicly 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 third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

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 ext.75582 Fax: 603-683-1504
Email: sledcontracts@govconnection.com

Billing & Reporting/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 ext.75582 Fax: 603-683-1504
Email: sledcontracts@govconnection.com

Marketing

Contact Person: Marcia Hewey
Title: Marketing Manager
Company: GovConnection, Inc.
Address: 732 Milford Road
City: Merrimack State: NH Zip: 03054
Phone: 800-800-019 ext. 2547 Fax: 603-683-0684
Email: mhewey@pcconnection.com

7. 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 _____

8. 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.
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
E&I Cooperative Services: CNR-01141 CNR-01350 CNR-01381	*	5/31/17 2/28/19 12/31/19	*
National Cooperative Purchasing Alliance 01-44	*	10/31/18	*
Maryland Educational Enterprise Consortium (MEEC) UB-12-B-19-G	*	3/15/17	*
Massachusetts Higher Education Consortium (MHEC) Multiple	*	Multiple	*
California Multiple Award Schedule	*	11/30/19	*

* Confidential to contracting parties

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Tab 3
Company Profile
(Appendix F)

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

GovConnection's Response

GovConnection, Inc.

2. Brief history of your company, including the year it was established.

GovConnection's Response

GovConnection is a wholly owned subsidiary of PC Connection, Inc. which was founded in 1982 and currently employs over 2,000 people. With revenue in excess of \$2.57 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, Inc. 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.

Growing and expanding

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

In 2002, the company purchased MoreDirect, a company that provided medium-to-large corporate technology buyers with a comprehensive web-based eProcurement solution. We opened another call center facility in North Sioux City, SD.

In 2004, the company introduced ServiceConnection, offering a full range of configuration and professional support services to effectively manage technology needs. In 2007, the company's service offerings were greatly expanded with the establishment of ProConnection, which expanded the technology services capabilities, which MoreDirect had developed, throughout the entire corporation.

In recent years, GovConnection's parent company PC Connection, Inc. has grown into a Fortune 1000 company, with revenues over \$2.57 Billion. In March 1998, the company conducted an Initial Public Offering; today, our stock is traded on the NASDAQ exchange under the symbol PCCC.

Today, our more than 2,000 employees work in four offices in New Hampshire, along with our sites in Connecticut, Florida, Maryland, Massachusetts and South Dakota. In March of 2016, we opened an additional sales site at our full service distribution, custom-configuration and repair center 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 evolve, GovConnection will continue to be a national solutions provider that connects our customers with technology that enhances growth, elevates productivity and empowers innovation. With full technology solution expertise and experience in IT delivery nationwide, GovConnection is ideally suited to continue on the TCPN contract.

3. Company's Dun & Bradstreet (D&B) number.

GovConnection's Response

80-967-8782

4. Corporate office location.

GovConnection's Response

7503 Standish Place
Rockville, MD 20855

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

GovConnection's Response

GovConnection currently has 242 employees, of which 237 are Sales and Sales Support.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

GovConnection's Response

New Hampshire Sales
Office
732 Milford Road
Merrimack, NH 03054

Robert Bush
Inside Sales Director
800-800-0019
rbush@govconnection.com

Connecticut Sales Office
100 Beard Sawmill Road
Shelton, CT 06484
Patrick Leary
Senior Manager Sales
800-800-0019
pleary@govconnection.com

South Dakota Sales Office
800 Stevens Port Drive
Suite 900
Dakota Dunes, SD 57049
Corey Petersen
Senior Sales Manager
800-800-0019
cpetersen@govconnection.com

Ohio Sales Office
2870 Old State Route 73
Wilmington, OH 45177
Robert Bush
Inside Sales Director
800-800-0019
rbush@govconnection.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

Sales	David Etheridge	detheridge@govconnection.com
Sales Support	Janet Smithe	jsmithe@govconnection.com
Marketing	Marcia Hewey	mhewey@pccconnection.com
Contract Management	Michelle Lawrence	mlawrence@govconnection.com
Executive Support	Robert Marconi	rmarconi@govconnection.com
Executive Support	Lisa Trisciani	ltrisciani@govconnection.com

GovConnection's Response

GovConnection has attained industry leadership by adhering tenaciously to a high standard of quality - in our people, products, partnerships and technology. Despite our continued growth, we have never lost sight of the core of our success - **customer satisfaction**.

GovConnection currently has 242 employees. GovConnection has 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 TCPN 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 eight years and all new AMs receive three months of thorough training prior to being assigned a dedicated territory. AMs are the primary contact for TCPN 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.

Sales Managers

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 almost eight years. Sales Managers report to Bob Marconi, Vice President of SLED Sales.

Business Development Manager

Business Development Managers (BDMs) are GovConnection's outside sales force. They provide sales, marketing, product demonstration and a presence with 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, Vice President of Field Sales.

Contract Management

Michelle (Shelly) Lawrence has managed the TCPN contracts for GovConnection for 7 years. She manages compliance to the terms of the contract, trains the sales reps on processes to ensure compliance, and completes monthly reports. Michelle has worked directly with multiple contacts at TCPN over the years and is the first line of communication for contract compliance.

Sales Support Specialist

Led by Janet Smithe, a twenty-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 TCPN participants.

Robert (Bob) F. Howard, President

With 25 years of industry experience, Bob is responsible for leading all aspects of GovConnection's technology sales to the government and education market. He joined the PC Connection, Inc. family of companies in 2003 holding a variety of leadership positions of increasing responsibility until his promotion to President of GovConnection, Inc. in 2007.

Bob Marconi, Vice President of State, Local and Education (SLED) Sales

Bob leads GovConnection account management teams and inside sales strategy for U.S. technology sales to state and local government agencies, non-profit organizations, K-12 schools and higher education institutions. Over the last seventeen years at GovConnection, he has held a variety of management positions with experience in operations, sales management and financial reporting. Bob reports to Bob Howard, President.

Lisa Trisciani, Vice President of Field Sales

Lisa leads GovConnection's field sales team and outside sales strategy for U.S technology sales to state and local government agencies, non-profit organizations, K-12 schools and higher education institutions. Over the last twenty years, Lisa has held a variety of positions within GovConnection including account management and business development for GovConnection's largest accounts such as Harvard, MIT and Yale for which she led the implementations of GovConnection's eProcurement for these schools. Lisa reports to Bob Howard, President.

Support Infrastructure

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

8. Define your standard terms of payment.

GovConnection's Response

Net 30 and most major credit cards

9. Who is your competition in the marketplace?

GovConnection's Response

The direct marketing and sale of information technology products is highly competitive. We compete with other national technology solution providers, including CDW Corporation, SHI and Insight Enterprises, Inc. We also compete with:

- Manufacturers that sell direct to customers. These include Dell, HP, Lenovo, and Apple
- Distributors that sell directly to certain customers
- Local and regional VARs
- Various franchisers, office supply superstores and national computer retailers

10. Overall annual sales for last three (3) years; 2013, 2014, 2015.

GovConnection's Response

2013 - \$475.2M
2014 - \$574.9M
2015 - \$572.4M

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015.

GovConnection's Response

2013 - \$334.5M
2014 - \$415.1M
2015 - \$398.7M

12. What is your strategy to increase market share?

GovConnection's Response

As has been the case since we were originally awarded this contract in 2006, we will continue to lead with TCPN wherever appropriate. We feel that this has been a great partnership between TCPN and GovConnection and we are fully committed to growing that into new markets and states where it hasn't been a focus contract. Utilizing our field sales team to coordinate account strategies with National IPA regional managers, GovConnection will deliver a compelling message on the advantages and cost savings of utilizing the TCPN publicly bid contract. In addition, GovConnection's Account Activation Team will conduct call campaigns based on the TCPN award into focused accounts across the country. Our inside sales account managers will work closely with their accounts across the country in higher education, K-12 and state & local markets to explain the value of the TCPN contract. We believe our proven partnership with TCPN and our ability to support customers across the nation with value added services and access to over 1,600 different manufacturer products meets the requirement TCPN has for a partner with a national reach.

13. What differentiates your company from competitors?

GovConnection's Response

Since our founding in 1982, the PC Connection, Inc. family of companies has set the standard for customer service in the IT industry. Serving the needs of federal, state, and local government agencies and educational institutions, GovConnection strives to create a foundation for long-lasting and rewarding partnerships. We offer expert guidance, exceptional service, and innovative strategies to empower you to make informed IT investment decisions. A collaborative approach to the design, deployment, and support of technology has fueled GovConnection's growth and earned us the reputation of trusted advisor to our customers.

Why GovConnection

- We are a financially stable, Fortune 1000 Company
- We offer complete solutions and services designed to improve operations and increase the value of IT
- We employ the most highly trained, experienced IT professionals in the industry
- We strive to understand the needs of our customers and create solutions that adhere to their requirements and budget
- We serve as a trusted extension of our customers' IT staff
- We are relentless in our commitment to exceeding customer expectations

The Team:

- 2000+ employees
- 10 years average tenure
- 475+ Engineering, Services and Technical staff

The Expertise:

- 30,000 hours of training annually
- 2500+ professional certifications
- Hundreds of training hours per engineer every year

The Buying Power:

- 1600+ technology partners
- 300,000 IT products available
- 200,000 customer configurations completed every year and growing

Our commitment to customer service and satisfaction is our top priority. Our enhanced ISO-9001:2008 Certified Distribution and Configuration Center enables us to respond to customer needs—and continue to offer a quality of service that is second to none. We follow detailed ISO processes to ensure we comply with all of our contract requirements. GovConnection facilitates annual recertification audits through SAI Global, (an international ISO Certification Registrar), our Quality Management Team conducts quarterly management reviews and additional audits are conducted by PC Connection, Inc.'s internal audit team to ensure contract compliance. This includes pricing, reporting and customer satisfaction reviews.

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

GovConnection's Response

GovConnection has customized an E-commerce solution site for the TCPN members. The site includes products and services prominently featured to suit the specific needs of the individual Agencies and/or that GovConnection has negotiated special pricing for TCPN.

In addition, TCPN members have the ability to:

- Order upgrades of memory and hard drives on standard configurations.
- Create personalized messaging for the individual purchasers.
- Research technology, pricing, specifications, system requirements and compatibility with our easy to use navigation tools.
- Create and save quotes. The quoting system allows users 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. TCPN members will have complete control over this entire process.
- Allow Agencies to update account information and change their passwords.
- Access to GovConnection's entire catalogue of over 300,000 items all priced at TCPN-specific price schedule included herein. Each user will be able to set up a "quick list" of products that they most frequently order.
- Ability for buyers to authorize orders and pay. Payments can be transacted with:
 - Agencies' credit cards online. GovConnection accepts all credit or procurement cards ("P-Cards") issued by an established bank.

- Agencies' purchase order number with net terms. "Bill to" information is stored so that all invoices are directed to the exact location the participant requires. (Prior to establishment of any Agency purchase order use for online procurement GovConnection requires a review of said Member's Standard Purchase Order Terms and Conditions. If there is any conflict between the purchase order terms and conditions and any subsequent Agreement between TCPN and GovConnection, the Agreement shall take precedence over the purchase order unless approved by both parties.
- Reporting capability based on User rights:
 - Customized reports
 - Order Tracking
 - Proof of Purchase/Invoicing
 - Purchase History
 - Proof of delivery
 - Invoice history
- We can create a separate web site to extend personal purchases to Member employees.

eProcurement Integration

GovConnection can seamlessly integrate our website with our customer's ERP or financial system to fit their eProcurement workflow. We also work with third-party eProcurement marketplaces, exchanges, software providers, and consortiums to integrate with customer's procurement solutions. Whether they use XML, EDI, or other technology, we provide a streamlined, end-to-end process—from a personalized Web experience for the user, to a robust order and invoice messaging service on the back end.

GovConnection has years of proven experience in eProcurement integration, connecting to all of the industry's leading eProcurement platforms allowing offsite carts, quoting, automated electronic ordering, electronic invoicing and us to provide seamless single-sign on. We currently interface with such eProcurement 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.

Web Site 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

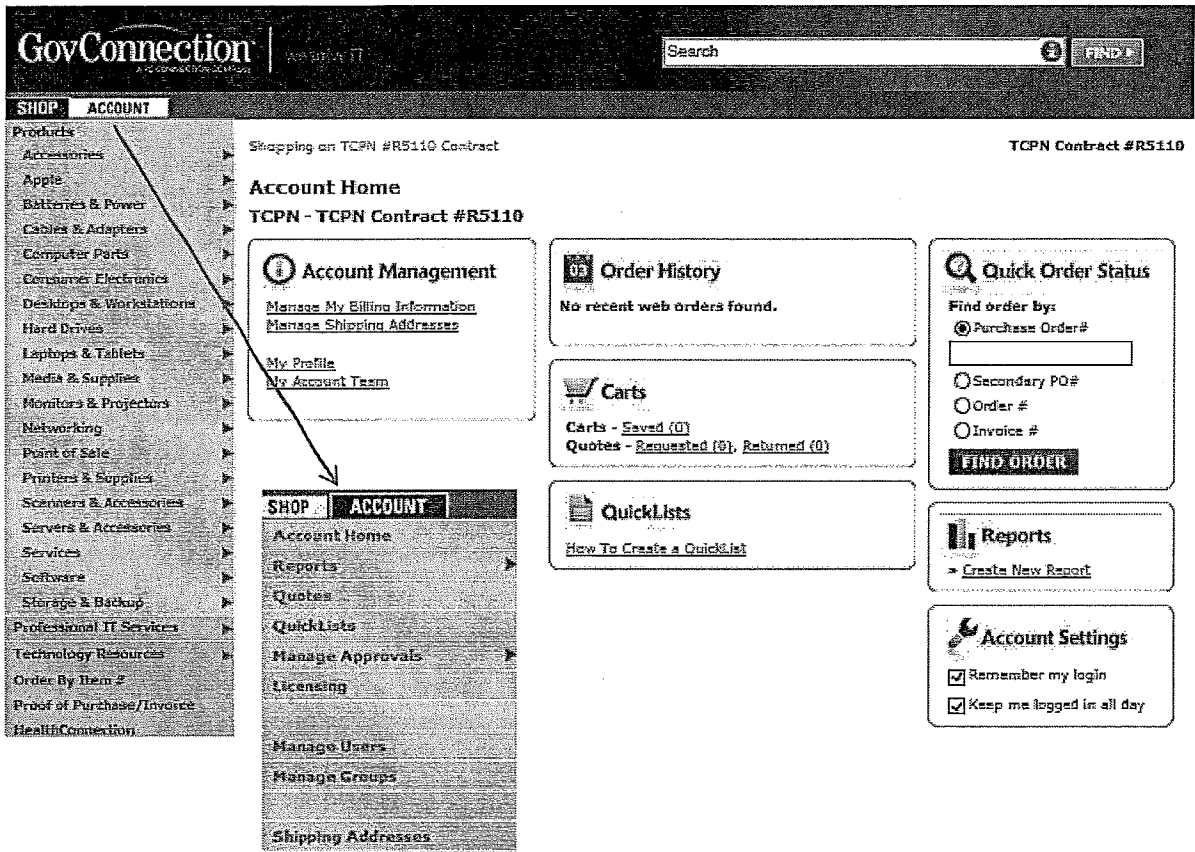
GovConnection maintains a secure data center at PC Connection's Corporate Headquarters, located at 730 Milford Road Merrimack, New Hampshire. Access to computing systems, data storage equipment and archived media that process or contain customer information is restricted to authorized personnel only. 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 TCPN: Customized messaging specific to Members. 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 TCPN: Find products faster, with more categories to choose from, 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 TCPN: Easily see and manage all the order activity on your account. 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.

The screenshot displays the GovConnection user interface. At the top, there is a search bar and a 'FIND' button. Below the navigation bar, the 'ACCOUNT' section is active. A sidebar on the left lists various product categories. The main content area is titled 'Reports' and includes a 'Print page' and 'Email page' button. Below this, there are two columns: 'Previously Requested Reports' and 'Scheduled Reports'. The 'Previously Requested Reports' column lists 'Order Tracking (0)', 'Proof of Purchase (0)', 'Purchase History (0)', and 'Invoice (0)'. The 'Scheduled Reports' column indicates 'You currently have 0 recurring reports' and provides links for 'View report schedule' and 'Create scheduled report'. Below these columns, there are two tabs: 'Quick Reports' and 'Advanced Reports'. The 'Advanced Reports' tab is selected, showing a 'Select Report Type' section with radio buttons for 'Order Tracking', 'Proof of Purchase', 'Purchase History', and 'Invoices'. The 'Order Tracking' option is selected. Below this, there is a 'Select Time Period' dropdown set to 'Last 30 days', a 'Create Report Name' text input field, and a 'Run Report' button. To the right of the 'Advanced Reports' section, there is a 'Report Types' section with descriptions for 'Order Tracking', 'Proof of Purchase', 'Purchase History', and 'Invoices'.

Feature: Multi-tier Approval Hierarchy

Benefit to TCPN: Participants set up authorized users for approval hierarchies to match the reporting structure in their organization, without restrictions. TCPN participants can now set up a multi-tier hierarchy for purchasing approvals within an organization. Participants can assign approvals based on dollar amounts or job responsibilities.

Create Tiers for Purchasing

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

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

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

Tier	Tier Dollar Amounts
1	\$1000.00 to \$5000.00
2	\$5000.01 to \$20000.00
3	\$20000.01 and up

Create Tiers for Purchasing

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

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

Tier	Tier Name
3	Top Level Tier (Management) (Top level tier)
2	Mid-Level Tier (Supervisor)
1	Bottom Level Tier (Administration) (Bottom level tier)

Feature: Shopping Cart Features

Benefit to TCPN: Users can quickly review items in their cart without leaving the page they are viewing—no clicking back and forth between pages—a better shopping experience.

Products

- Accessories
- Apple
- Batteries & Power
- Cables & Adapters
- Computer Parts
- Consumer Electronics
- Desktops & Workstations
- Hard Drives
- Laptops & Tablets
- Media & Supplies
- Monitors & Projectors
- Networking
- Point of Sale
- Printers & Supplies
- Scanners & Accessories
- Servers & Accessories
- Services
- Software
- Storage & Backup
- Wireless
- Solutions Center
- Professional IT Services
- Technology Resources
- What We Offer
- Order By Item #
- Proof of Purchase/Invoice
- HealthConnection
- Shop By Brand
- Rebate Center
- Product Finder

Print page
 E-mail page

Change Group: Student Purchases

My Basket Detail

CONTINUE SHOPPING
SEND AS QUOTE

Product Description	Availability	Qty	Unit Price	Total	Select
PC Connection Cat5e 350MHz Ethernet Patch Cable, Blue, Snagless, 7ft Mfr: PC Connection Item#: 52364 Mfg. Part #: 351007 Related Products	In Stock Est. Ship: Ships Today	1	\$2.95	\$2.95	✕

CLEAR BASKET
ADD MORE ITEMS BY #
UPDATE
DELETE

Estimated Shipping for 01463: Change ZIP <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 40%;">Shipping Method</th> <th style="width: 60%;">Estimated Shipping</th> </tr> </thead> <tbody> <tr> <td>UPS - Ground</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Best Way - Ground</td> <td style="text-align: right;">\$9.49</td> </tr> <tr> <td>Best Way - 2nd Day</td> <td style="text-align: right;">\$13.50</td> </tr> <tr> <td>Best Way - Overnight</td> <td style="text-align: right;">\$16.49</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">Actual cost will be determined once a complete shipping address has been entered. * Applicable shipping discounts will be applied at checkout.</p>	Shipping Method	Estimated Shipping	UPS - Ground	\$0.00	Best Way - Ground	\$9.49	Best Way - 2nd Day	\$13.50	Best Way - Overnight	\$16.49	Subtotal: \$2.95 Before Tax and Shipping
Shipping Method	Estimated Shipping										
UPS - Ground	\$0.00										
Best Way - Ground	\$9.49										
Best Way - 2nd Day	\$13.50										
Best Way - Overnight	\$16.49										

Vendor Programs
 HP PurchasEdge: **ADD**

QuickList
 Add product(s) from QuickList:
 IT Standards **ADD**

Add More Products
 Add product(s) by Item#: **ADD**

CREATE QUICKLIST

Customers who purchased this item also bought:

PC Connection Cat5e 350MHz Ethernet Patch Cable, Blue, Snagless, 15ft \$3.95 Qty: <input type="text"/> ADD TO CART	PC Connection Cat5e 350MHz Ethernet Patch Cable, Blue, Snagless, 10ft \$3.95 Qty: <input type="text"/> ADD TO CART	PC Connection Cat5e 350MHz Ethernet Patch Cable, Blue, Snagless, 5ft \$2.49 Qty: <input type="text"/> ADD TO CART	PC Connection Cat5e 350MHz Ethernet Patch Cable, Blue, Snagless, 3ft ★★★★★ (2) \$1.95 Qty: <input type="text"/> ADD TO CART
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15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

GovConnection's Response

Account Managers are supported by three groups of customer and technical support teams: pre-sale resources, post-sale technical support, and post-sale customer service. Account Managers can engage customer and technical support on behalf of the customer, and the support units are also available outside the Account Manager's hours for additional service.

Customers can access pre-sale resources by calling 800-800-0019 weekdays, 7:30 AM to 7:00 PM EST or by visiting:

<https://www.govconnection.com/IPA/Configurators/Pages/PccPreSalesProdPrice.htm>

Customer Service is available at 800-800-0019 weekdays, 7:30 AM to 5:30 PM EST.

For technical post-sale questions, customers can reach the Technical Support Center by calling 888-213-0447 between 9:00 AM to 5:30 PM EST or by logging on to:

<https://www.govconnection.com/IPA/Configurators/Pages/PccPostSalesTechSupport.htm>

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

GovConnection's Response

GovConnection has not been a party to any litigation material to the goods and/or services requested under this RFP during the past five years. However, a non-product related discrimination and retaliation lawsuit was settled subject to confidential terms.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

GovConnection's Response

After award, GovConnection will continue to market this contract with virtual events, collateral for TCPN marketing initiatives, customer events, special monthly promotions, participation with TCPN at shows, call campaigns internally and awareness with customer site visits in collaboration with manufacturers, especially from an enterprise perspective to show awareness of a contract vehicle and how it can be used. GovConnection agrees to issue a co-branded press release and to announce via our social media accounts when awarded. As a current holder of a TCPN award, GovConnection will continue to create digital and print marketing pieces such as the example attached (**345296 Q116 SLED GovC National IPA TCPN Contract Sheet_prt**). When possible, GovConnection agrees to advertise the TCPN contract in regional and national publications, to participate in trade shows & co-branded events (**TCPNCooperativeSummitInvitation_Buffalo2015**), digital marketing and investigate direct mail campaigns. We also agree to create a dedicated TCPN web portal with logo's and links to TCPN and Region 4 ESC, a copy of the solicitation, contract & services summary and marketing materials.

Your Source for Complete Technology Solutions



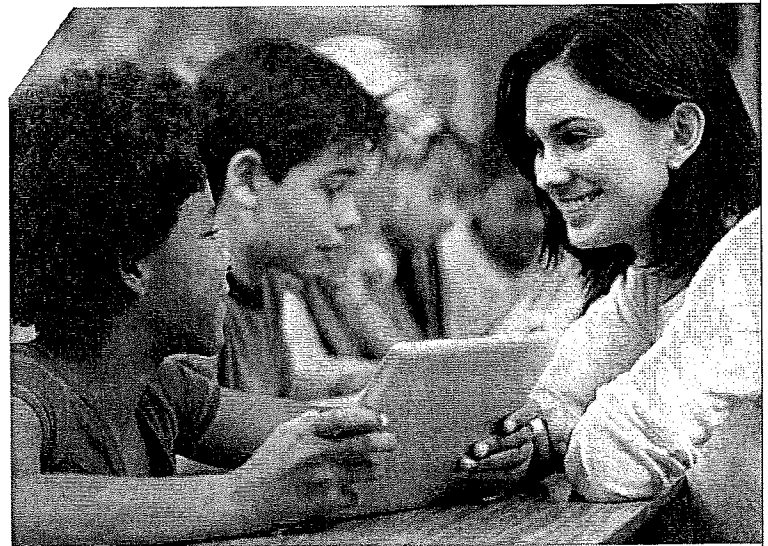
National IPA/TCPN and GovConnection Provide Cost Savings Computer Systems and Peripherals

National IPA/The Cooperative Purchasing Network (TCPN) is a national government purchasing cooperative that is able to leverage the purchasing potential of governmental entities in all 50 states. This means members receive equal pricing for the smallest entity to the largest buyer. All National IPA/TCPN contracts are competitively bid, evaluated, and awarded by a government entity serving in the lead agency role. National IPA/TCPN contracts are available for use and benefit public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities.

GovConnection specializes in fulfilling the unique IT needs of educational, state, and local institutions from design to deployment. Our extensive experience managing contracts provides the expertise and knowledge to adequately address the various needs facing IT procurement professionals. We employ a variety of purchasing mechanisms to fulfill customer requirements efficiently. This results in accurate departmental billing and shipment support documentation.

Agreement Highlights:

- Competitively awarded
- Significant discounts on many popular technology brands
- Access to more than 300,000 peripheral products from hundreds of manufacturers
- Full line of professional IT services
- Shipping included within the contiguous U.S.
- Sophisticated Web-based services
- eProcurement
- Online ordering through dedicated TCPN website
Features include:
 - » Product and technical information
 - » Billing information
 - » 24 x 7 product and account information
 - » Smart Selectors—system, network, monitor, printer, and camera selectors compare up to 5 products and their features
 - » Memory configurator
 - » Order tracking



National IPA/TCPN is dedicated to providing its members with competitive pricing and aggressive discounts on a broad range of hardware, software, peripherals, and service offerings.

For more information on this competitively awarded contract, contact GovConnection.

Call today to see if you are eligible for special contract pricing or special government and education pricing.

1.800.800.0019
www.govconnection.com

GovConnection®
A PC CONNECTION COMPANY
we solve IT

Contract Overview

Effective Dates:

2/1/2012 through 10/31/2016

Prices/Discounts:

Pricing varies from manufacturer to manufacturer, and product pricing is available online at www.govconnection.com/tcpn

Place Orders With:

GovConnection, Inc.
Phone: 1.800.800.0019
Fax: 1.603.683.6192
Online: www.govconnection.com/tcpn

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054-4633

Always identify yourself as a TCPN member when requesting a quote or placing an order.

Contract Number:

R5110

Federal ID Number:

52-1837891

Credit Cards:

American Express, Discover, MasterCard, Visa

Invoicing By:

GovConnection, Inc.

Payment Terms:

Net 30 days

Minimum Order:

Due to fluctuating, unstable energy prices in today's marketplace, GovConnection may add a handling charge of \$5.00 to any single order with a total value of \$30.00 or less.

Delivery Terms:

Single items <150 lbs. or multiple items <500 lbs.

FOB Destination, freight prepaid and allowed (within the continental U.S.) via the most economical method. Alaska and Hawaii freight extra—such charges will be added to the order and invoiced as a separate line item. There will be an extra charge to members for expedited shipping.

GovConnection defines heavy shipments as a single item over 150 lbs or multiple items over 500 lbs or heavy dimensional weight (packages with a large size-to-weight ratio). For orders classified as a "Heavy Shipment", the shipping terms will be F.O.B. Destination, freight prepaid, and added.

Special handling charges may be incurred for shipments of hazardous materials (e.g. notebook batteries) which require special packaging and/or handling under federal regulations.

Return Policy:

Return authorization required, call 1.800.800.0019. See www.tcpn.org for details.

Claims:

All claims for damaged goods or short shipments must be received in writing within 30 days.

Warranty:

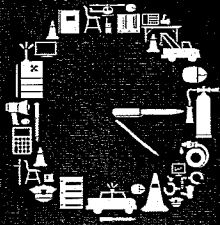
Varies per manufacturer. Contact the dedicated GovConnection TCPN Sales Team.

National IPA and TCPN Management Group have merged and are redefining the future of cooperative purchasing.

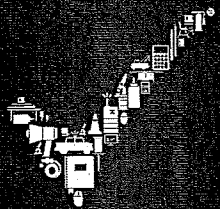


TCPN COOPERATIVE SUMMIT

BUFFALO, NEW YORK



SIMPLIFY



COMPLY



SAVE

WWW.TCPN.ORG

DATE

Wednesday, October 14th
10:30 am - 1:30 pm

LOCATION

Buffalo Marriott Niagara
1340 Millersport Highway
Amherst, NY 14221



PLEASE JOIN TCPN AND OUR VENDOR PARTNERS, ALONG WITH OTHER GOVERNMENT AGENCIES FOR AN OPPORTUNITY TO NETWORK WITH YOUR PEERS, EXCHANGE BEST PRACTICES, ATTEND AN INFORMATIONAL SESSION WITH DUE DILIGENCE INFORMATION ON TCPN CONTRACT COMPLIANCE IN NEW YORK, AND SPEAK TO VENDORS ABOUT THE SPECIFICS OF THEIR TCPN CONTRACTS.

AGENDA

10:30 am - 11:30 am – Registration and Visit Vendor Tables

11:45 am – 1:00 pm – Lunch and Informational Sessions

- **Welcome & Introductions:** Mike Grade – TCPN
- **TCPN Contract Compliance in New York:** Mike Grade - TCPN
 - Lead Agency - Region 4 Education Service Center (ESC)
 - Region 4 ESC Competitive Solicitation Process
 - Comptrollers Guidance Review - TCPN Due Diligence
 - New York OGS Contract Adoptions

- **TCPN Vendor Introductions**

1:00 pm – 1:30 pm – Visit Vendor Tables & Door Prizes

RSVP by October 9th

Mike Grade • mgrade@tcpn.org • 312.515.5795

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

GovConnection's Response

GovConnection has been on the TCPN contract since 2006, generating over 100 Million in sales since our initial award. Our sales force is instrumental in informing customers of the benefits of this contract and its ease of use. Each member that has a current interest in exploring the benefits further will work with the Account Manager or Business Development Manager to further define the member's needs and how this Agreement can satisfy them. GovConnection will target certain manufacturers to create TCPN specific solutions and pricing, allowing for acquisition savings for TCPN members. We will also educate customers on strategic procurement initiatives around enterprise services and solutions to provide opportunities to leverage competing technologies and manufacturers to obtain the best possible value.

19. Explain how your company plans to market this agreement to existing government customers.

GovConnection's Response

GovConnection will continue to inform and educate all customers about the benefits of utilizing the TCPN contract in the areas of ease of use, savings realized by eliminating formal RFP's and aggressive pre-negotiated savings. In 2015, GovConnection collaborated with a consulting company to arrange meetings with key decision makers in governments in a variety of states to specifically educate them on the TCPN advantages. While it continues to be a challenge to sway state governments to recognize consortium publicly bid contracts we have recently seen much more acceptance at the state level. Once accepted at the state level we will then turn our efforts to local entities and community colleges to build off the state level acceptance.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

GovConnection's Response

GovConnection has held a TCPN award since 2006. This means that our Inside and Field Sales force are fully trained on the current contract terms. GovConnection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and insures pricing terms are hard coded into our order management and sales quoting tools, providing automated pricing specific to the contract. While we utilize the complete buying power of all of the PC Connection companies we are still small enough to quickly roll out information, terms and pricing structures to our sales organization.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

GovConnection's Response

Since this is a nationally available contract, the contract will be immediately rolled out to our already trained sales team and as the Sale team increases, GovConnection will continue to work closely with National IPA's team such as our recent visit by our field sales organization meeting at TCPN/National IPA's Nashville headquarters location for a strategy and account mapping.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

GovConnection's Response

Upon review, GovConnection agrees to provide permission to use our logo on marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ _____ in year one
\$ _____ in year two
\$ _____ in year three

GovConnection's Response

\$29M in year one
\$31M in year two
\$35M in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

GovConnection's Response

GovConnection has been a contract holder of a TCPN cooperative contract for almost 10 years. In that time we have developed marketing and call campaigns to increase our TCPN sales. We have worked closely with TCPN, specifically Chris Penny, on large opportunities to make sure we have all the best tools in place to win those deals. During the course of 10 years we have steadily increased business and have an average of 49% growth year over year. We look forward to continuing this upward growth with TCPN on this and new agreements in the future.

Additional GovConnection cooperative purchasing programs:

- E&I Cooperative Services
- NCPA
- ValuePoint (WSCA)
- MHEC

25. Describe the capacity of your company to report monthly sales through this agreement.

GovConnection's Response

GovConnection was awarded the TCPN R4718 contract in September 2006. We were then awarded the current TCPN R5110 contract in September 2011. During the term of both contracts GovConnection provided monthly reports compliant to the TCPN contract requirements. We will continue to provide contract compliant reporting as an integral part of our reporting and compliance programs.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

GovConnection's Response

GovConnection will continue to work with TCPN to develop additional mutually agreed to reports as reasonable and necessary to ensure the continued growth of the Contract.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

GovConnection's Response

The best way to ensure cost effectiveness and maximize discounting on sales to Participating Public Agencies is to inform the TCPN members on the benefits of one contract shopping for all their IT needs— and to avoid the RFP Process. Some customers want to do the competitive RFP process AND purchase under the contract, which can put the

contract pricing at a competitive dis-advantage. We would like to see the customer engage GovConnection early in the solution development process. This allows us to help develop a strategy that will allow us to leverage manufacturers to offer the best price for the proposed TCPN member solution.

In a competitive RFP situation, GovConnection should not be expected to treat the sale as a contract sale because factoring in the TCPN Contract Administration Fees immediately places us in a situation where we would be at a competitive dis-advantage to use the Contract. In such cases, GovConnection considers the customer RFP to be outside the TCPN contract scope and not subject to any of the Terms of the TCPN contract, including Warranty, reporting, fees, shipping, and the like.

In addition, in an effort to help drive new TCPN members to buy off the GovConnection TCPN Contract offering, GovConnection proposes that any "Net New Customer" be enticed to purchase on the TCPN Contract from GovConnection through our ability to offer special discounting in years 1 and 2, which would be facilitated by a reduced TCPN Contract Administrative Fee (CAF) along the following parameters:

- Year 1 = .5%
- Year 2 = 1.0%
- Year 3 and subsequent years = 2.0%

Prior to our making any offering to a "Net New Customer" GovConnection would seek TCPN's approval in advance. This approval will be for all net new acquisition members to the agreement.

"Net New Customer" is defined as any customer / member who is not currently buying on the TCPN contract in volumes greater than \$50K annually."

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. Therefore, we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

GovConnection's Response

GovConnection has had a long-time commitment to good environmental practices, with several established environmental and sustainability policies and programs in place, to meet most requirements of our environmentally conscious customers.

Our Commitment to Environmental Responsibility

As a leading provider of IT products and services, GovConnection has built a reputation on delivering creative answers to complex problems. That is why our approach to eco-friendly operations should come as no surprise. From high-tech solutions to low-tech ingenuity, we are deeply committed to utilizing every available opportunity to reduce our impact on the world around us. Whether it is cutting-edge virtualization in the server room or energy-efficient lighting in the break room, we are doing everything possible to make green technology a part of the workplace. Protecting the environment is not always the easiest thing to do, but it is 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 have 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 decrease our travel to client and vendor 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, packaging minimization 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. Industry standard, single wall, corrugated cardboard shipping boxes are utilized for shipping items from the distribution center. Recycled newspaper grade paper or recyclable plastic air pillows are used as packing materials inside the boxes. Boxes are sealed with a single strip of 2” wide 3M cellophane tape.

Any material that is not 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.

Environmental Initiatives

GovConnection is in the process of identifying all the products we resell that are Energy Star and/or EPEAT rated as such on our web site. Our distribution center tries to ship our packages as green as possible.

One of our green initiatives is to encourage our customers to be aware of the amount of resources it takes to issue an order request for a single item, especially when they are submitting multiple orders. When we have a single order with a single item, we are required to send it in a single carton with its own packing list and packing material (extra packing material actually to fill a mostly empty carton). This inefficient carton then takes up space in a truck or plane transporting it.

Green Solutions for Every Layer of our Customers’ Organizations

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

Greener Infrastructures

- 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

Vendor Certifications (if applicable)

29. 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 Offerors to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

GovConnection's Response

See Certifications attached on next page.

Certifications and Authorizations

GovConnection holds premier certifications and authorizations from leading vendors—including Cisco Gold, Hewlett Packard Enterprise Platinum, Lenovo Premier, and Microsoft Gold. In addition, our talented engineers have acquired more than 2500+ professional certifications. These certifications allow us to offer you enterprise-class service, access to volume pricing and in-demand products, software licensing programs, and expert technical service and support.

Technical Certifications

AirWatch

- Certified Enterprise Mobility Associate
- Enterprise Mobility Sales
- SE

APC

- Elite for Business Networks

Apple Authorized Reseller

- Apple Certified Macintosh Technician (ACMT)
- Apple Certified Support Professional (ACSP)
- Apple Certified Technical Coordinator (ACTO)

Avaya

- Contact Center
- IP Office
- Scopia Endpoints
- SME Communication
- Unified Communication

Cisco Gold Certified Partner

- Borderless Network Architecture Design Specialist
- Borderless Network Mobility Support Specialist
- Borderless Network Routing and Switching Support Specialist
- Borderless Network Security Support Specialist
- Cisco Certified Design Associate (CCDA)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Internetwork Expert Routing and Switching (CCIE Routing and Switching)
- Cisco Certified Internetwork Expert Voice (CCIE Voice)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional Security (CCNP Security)
- Cisco Certified Network Professional Voice (CCNP Voice)
- Cisco IP Contact Center Express Specialist
- Cisco UC on UCS Specialist
- Cisco Unity Support Specialist
- Collaboration Architecture Design Specialist
- Collaboration Support Specialist
- Data Center Application Services Support Specialist
- Data Center Architecture Design Specialist
- Data Center Support for UC Specialist
- Data Center Unified Fabric Support Specialist

Citrix Large Account Reseller

- Citrix Certified Administrator (CCA)
- Citrix Certified Enterprise Administrator (CCEA)
- XenApp

Dell

- Client Management • Data Protection
- Network Security • Networking • Server
- Storage • Windows Server Management

EMC

- Avamar Implementation Expert
- BRS Technical Architect
- Data Domain Implementation Expert
- EMCTA Technical Sales
- EMC Velocity Affiliate Enablement Certification (VAEC)
- EMC Velocity Sales Accreditation Back Up (VSA)
- EMC Velocity Sales Accreditation Consolidate (VSA)
- EMC Velocity Systems Engineer Back Up (VSE)
- EMC Velocity Systems Engineer Consolidate (VSE)
- Isilon Advanced Sales Accreditation (ASA)
- Isilon Certified Sales Associate (ICSA)
- Isilon Certified SE Associate (ICSEA)
- Isilon Technical Architect
- Networker Implementation Expert
- Recoverpoint Implementation Expert
- VNX Implementation Expert
- VNX Technical Architect
- VNXe Quickstart Certified

Hewlett Packard Enterprise Platinum

- HPE BladeSystem (ASP)
- HPE Client Consolidated Infrastructure (CCI)
- HPE Client Virtualization
- HPE Cloud and Convergence Infrastructure
- HPE Converged Cloud, Management, and Security
- HPE Enterprise Solutions (APS)
- HPE Enterprise Storage
- HPE HA and Clustering Solutions (MASE)
- HPE IMC Manager Integration Specialist
- HPE Left-Hand SAN Solutions (AIS)
- HPE Networking Accredited Integration Specialist (AIS)
- HPE Networking Accredited Systems Engineer (ASE)
- HPE Networking Campus LAN Professional (Master ASE)
- HPE Networking Master Accredited Systems Engineer (MASE)
- HPE Networking Secure Mobility Specialist (Master ASE)
- HPE Professional Services
- HPE ProLiant ML/DL Servers (ASE)
- HPE SAN Architect (Master ASE)
- HPE Security Specialist
- HPE Tipping Point Security Specialist

HP Platinum

- HP Desktop, Workstations, and Notebooks (APS)
- HP Digital Signage Solutions
- HP Flow CM
- HP HA LaserJet Solutions (APS)
- HP Imaging and Printing Solutions (APC)
- HP Personal Systems
- HP Retail Point of Sale (ASO)
- HP SMB Solutions
- HP SMB Storage

IBM Premier Business Partner

- IBM BladeCenter Certified
- IBM Midrange Storage Certified
- IBM ProFlex Certified
- IBM System X Certified

JAMF

- Certified Computer Administrator (CCA)
- Certified Mobile Administrator (CMA)

Microsoft

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

MobileIron

- Certified Administrator • Certified Sales Engineer

Motorola

- Advanced Data Capture (ADC)
- Mobile Computing (MCD)
- RFID
- WING 5 WLAN Networking

Polycom Platinum Partner

- Installed Voice
- Microsoft Optimized CX Devices
- RealPresence Environments
- RealPresence Platform

ShoreTel

- Contact Center Sales Certified
- Mobility Sales Certified

Symantec Platinum Enterprise Partner

- Archiving and E-Discover • Data Protection
- Encryption • Endpoint Management
- Enterprise Security • High Availability
- Mobility Solutions • Storage Management

VMware Premier Corporate Reseller

- Business Continuity Competency
- Cloud Provider Competency
- DaaS Competency
- Desktop Virtualization Competency
- Hybrid Cloud Competency
- Management Operations Competency
- Mobility Management Competency
- Network Virtualization Competency
- Server Virtualization Competency
- Software Defined Data Center Competency
- Software Defined Storage Competency
- VMware Certified Design Expert (VCDX) Management Automation Competency
- VMware Certified Professional (VCP)
- VMware Sales Professional (VSP)
- VMware Technical Sales Professional (VTSP)

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Contact your Account Manager today for more information.

Authorizations

Adobe

- Connect Pro Value Added Reseller (VAR)
- Contractual (CLP), Transactional (TLP), Enterprise (EA) and Volume Incentive Program (VIP)
- Non Profit Licensing Reseller
- Platinum-Level Reseller
- World Wide Adobe License Center

APC Elite for Business Networks

- #### Apple Authorized Reseller
- Authorized Service Provider

Autodesk Volume Channel Partner (VCP)

- #### Avaya
- IP Office

CA Premier Partner

Checkpoint

Cisco Specializations

- Advanced Borderless Network Architecture
 - Network Management Solutions
 - Routing and Switching Solutions
 - Security Solutions
 - WAN Optimization Solutions
 - Wireless Solutions
- Advanced Collaboration Architecture
 - Collaboration Applications Solutions
 - Unified Communications Solutions
 - Video Solutions
- Advanced Data Center Architecture
 - Unified Computing Solutions
 - Unified Fabric Solutions
 - Unified Management Solutions
- Authorized Technology Provider (ATP): Identity Services Engine
- Authorized Technology Provider (ATP): TelePresence Video Advanced
- Cloud Builder
- Infrastructure Management and Services
- Small Business

CompTIA

- CompTIA Network+
- CompTIA Security+
- CompTIA Server+

Dell

- Compellent
- EqualLogic
- Quest Software
- SonicWALL
- WYSE

EMC Gold Partner

Hewlett Packard Enterprise Platinum Partner

- HPE Authorized Business Solutions Partner (ABSP)
- HPE Client Virtualization
- HPE Cloud and Convergence Infrastructure
- HPE Consolidated Client Infrastructure (CCI)
- HPE Converged Cloud, Management, and Security
- HPE Enterprise Solutions
- HPE Enterprise Storage
- HPE Enterprise Storage Elite
- HPE Networking Authorized Master Partner
- HPE Networking Elite Partner
- HPE Professional Services
- HPE ProLiant

Hitachi Enterprise Partner

HP Platinum Partner

- HP Authorized Professional Services Partner (APSP)
- HP Authorized Support Partner (ASP)
- HP Digital Signage Solutions
- HP Personal Systems
- HP Retail Point of Sale (ASO)
- HP SMB Elite
- HP SMB Solutions
- HP SMB Storage
- HP Verified Online Supplies Reseller

IBM Premier Partner

LANDesk National Solution Provider (NSP) – Premier Status

Lenovo Premier Enterprise Partner

McAfee Premier Security Alliance Partner

Microsoft Select, Open, Charity, and Academic volume licensing programs with service and support for Microsoft Enterprise Agreements

- Microsoft Authorized Education Reseller (AER)
- Microsoft Charity Licensing Partner
- Microsoft Delivery Service Partner (DSP)
- Microsoft Enterprise Software Advisor (ESA)
- Microsoft Gold Partner – Licensed Solutions Competency – Information Worker Competency – Unified Communications Competency
- Microsoft Large Account Reseller (LAR)
- Microsoft Operational Excellence Award Winner, 2005

Motorola Solutions Platinum Premium Channel

Panasonic TP3 Partner

Planet Wireless

Polycom Platinum Partner

- Federal Specialization

QLogic

SAP Authorized Reseller

Symantec Platinum Enterprise Partner

Symbol

Toshiba Preferred Partner

Tripp Lite Premier Alliance Partner

Veeam Platinum Partner

VMware Premier Corporate Reseller

Tab 4
Product / Services
(Appendix B)

Appendix B:
PRODUCT/SERVICES SPECIFICATIONS

Region 4 Education Service Center (ESC 4) is seeking highly qualified vendor for **Technology and Interactive Whiteboard Solutions, Products and Services** on a national basis. Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

This contract award will supersede and replace existing contracts for any current contract holders. If not awarded under this solicitation, existing contract will remain valid throughout its contract term.

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs. Therefore, Offerors are encouraged to offer their complete catalog and services including but not limited to the following categories:

- > **Computer Systems**
 - *Servers, Desktops, Notebooks, Laptops, Tablets*
- > **Monitors**
 - *LCD, LED compatible with systems being offered*
- > **Network Equipment**
 - *Routers, Firewalls, Switches, WAPS, etc.*
- > **Whiteboards**
 - *Interactive Flat Panels, Walls, Tables, etc.*
- > **Services**
 - *Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training and maintenance, etc. Additionally, services where are related to the design, use or operation of the products being purchases, i.e. system configurations, testing, hardware/software installation, upgrades, imaging, etc.*
- > **Peripherals**
 - *Printers, Scanners, Headphones, Speakers, etc.*

Related Services

Offerors shall submit auditable pricing for any and all services offered as indicated in Appendix C of this RFP

Ordering Capabilities

Offerors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies.

Product/Price Updates

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing. Vendors shall be responsible for notifying Region 4 ESC of all obsolete and discontinued products in writing and in a timely manner.

It is the Vendor's responsibility to provide Region 4 ESC with an up-to-date price list for the duration of the contract

GovConnection's Response

See attached GovConnection line card.

Product Selection

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

COMPUTING

Desktops

Acer
Apple
ASUS
Dell
HP
Lenovo

Handhelds

ASUS
HP
Motorola
Palm

Notebooks

Acer
Apple
ASUS
Dell
Fujitsu
HP
Lenovo
MSI
Panasonic
Samsung
Toshiba

Tablets

Acer
Apple
Cisco
Fujitsu
HP
Lenovo
Motion
Motorola
Samsung
Toshiba

Workstations

Apple
Dell
HP
IBM
Lenovo

Thin Clients

Acer
HP
Lenovo
Wyse

Servers

Acer
Apple
Cisco
Dell
Fujitsu
Hewlett Packard Enterprise
IBM
Intel
Lenovo
Supermicro

Server Hard Drives

Cisco
Dell
Hitachi
Hewlett Packard Enterprise
IBM
Intel
Lenovo
Seagate
Western Digital

Server Memory

Axion
Cisco
EDGE Memory
Hewlett Packard Enterprise
IBM
Kingston Technology
Lenovo
Micron

NETWORKING

Battery Backup

APC
Belkin
CyberPower
Eaton
Hewlett Packard Enterprise
Liebert
Tripp Lite

Cables

Belkin
Black Box
Cables To Go
PC Connection
StarTech
Tripp Lite

CD/DVD Servers

CD Int'l
MaxOptix
Prime Array
Procom

Hard Drives

Buffalo
CMS
Dell
Fujitsu
Hammer Storage
Hitachi
Hewlett Packard Enterprise
IBM
Intel
Iomega
Kanguru
LaCie
Seagate
Toshiba
Western Digital

KVM Switches

APC
Aten
Avocent
Belkin
D-Link
Hewlett Packard Enterprise
IOGEAR
Linksys
Raritan
StarTech.com
TRENDnet
Tripp Lite

Modems

D-Link
Linksys
TRENDnet
USRobotics

NIC Adapters

Belkin
D-Link
Hewlett Packard Enterprise
Intel
Linksys
NETGEAR
SIIG
TRENDnet

Removable Drives

Fujitsu
Hewlett Packard Enterprise
Iomega
Panasonic

Routers

Belkin
Cisco
D-Link
Hewlett Packard Enterprise
Linksys
Motorola
NETGEAR
TRENDnet

Server Racks

APC
Black Box
Hewlett Packard Enterprise
Hubbell
IBM
Lenovo
Liebert
StarTech
Tripp Lite

Switches

Black Box
Cisco
D-Link
Hewlett Packard Enterprise
Intel
Lenovo

Linksys
Motorola
NETGEAR
TRENDnet

Unified Communications

Avaya
Cisco
D-Link
Linksys
ShoreTel
Videoconferencing
Cisco
Hewlett Packard Enterprise
Polycom
Sony
VoIP

Wireless

Adtran
Aerohive
Alvarion
Apple
Belkin
Blue Coat
Cisco
D-Link
Hewlett Packard Enterprise
IBM
Intel
Linksys
Motorola Solutions
NETGEAR
Ruckus Wireless
TRENDnet

PERIPHERALS

Accessories

3M
Apple
Belkin
BTI
Chief Manufacturing
Da-Lite
Ergotron
GN Netcom
Interlink Electronics
IOGEAR
Kensington
Keyspan
Lenovo
Logitech
Peerless
Plantronics
Targus
Toshiba

Cases

Kensington
Lenovo
Mobile Edge
Targus

Toshiba
Tripp Lite

CD-RW/DVD

Creative Labs
Fujifilm
HP
Imation
Iomega
Kanguru
Maxell
Microboards
Micro Solutions
Panasonic
QPS
TDK
Toshiba
Verbatim

Consumer Electronics

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

Copiers

Canon
Sharp

Digital Cameras

Canon
Fujifilm
HP
Kodak
Minolta
Nikon
Olympus
Panasonic
Polycom
Sony

GPS

Garmin
HP
Magellan
NAVIGON
Navman
Pharos

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Input Devices

Adesso
 Apple
 Axiom
 Gyration
 HP
 IOGEAR
 Kensington
 Keyspan
 Kingston Technology
 Logitech
 Macally
 Microsoft
 MoGo
 Razer
 SanDisk
 Targus
 Wacom

Monitors

Acer
 Apple
 BenQ
 Dell
 DoubleSight
 EIZO
 HP
 IBM
 LaCie
 Lenovo
 LG
 NEC
 Phillips
 Planar
 Samsung
 ViewSonic

MP3 Players

Apple
 Archos Technology
 Creative Labs
 Mach Speed
 Microsoft
 Philips
 Samsung
 SanDisk
 Sony

Plotters

Epson
 HP

Power

APC
 Belkin
 CyberPower
 Eaton
 HP
 Liebert
 Tripp Lite

Data Capture & Point of Sale

Cherry
 Datamax/O'Neil
 ELO Touch Systems
 Epson
 Honeywell Image & Mobility
 HP

Intermec Technologies

Magtek
 Motorola Solutions
 NEC Handheld Products
 Pioneer
 Socket Mobile
 Star Micronics
 Topaz
 Wasp Barcode Technologies
 Zebra

Printers

Brother
 Canon
 Dell
 Epson
 HP
 IBM
 Konica Minolta
 Lexmark
 OKI Data
 Ricoh
 Sharp
 Xerox

Projectors

Dell
 Epson
 InFocus
 Lenovo
 Mitsubishi
 NEC
 Optoma
 Panasonic
 Sharp
 Toshiba
 ViewSonic

Scanners

Canon
 Eastman Kodak
 Epson
 Fujitsu
 HP
 IRIS
 Microtek
 Sanford
 ScanSoft
 Visioneer

Video & Graphics

Accelerators
 3D Labs
 Apple
 ATI
 Diamond Multimedia
 EIZO
 eVGA
 HP
 Jaton
 Matrox
 MicroStar International
 Pine Technology
 Planar
 PNY

SECURITY

Enterprise
 Axis Communications
 Barracuda Networks

Blue Coat

CA
 Check Point
 Cisco
 Fortinet
 Hewlett Packard Enterprise
 Imprivata
 McAfee
 Microsoft
 RSA Security
 SonicWALL
 SurfControl
 Symantec
 VMware
 WatchGuard

Firewalls

Barracuda Networks
 Blue Coat
 Cisco
 Fortinet
 Hewlett Packard Enterprise
 McAfee
 NETGEAR
 Nokia
 SonicWALL
 Symantec
 VMware
 WatchGuard

SOFTWARE

Business
 Adobe
 Business Objects
 Corel
 FileMaker
 Frontrange Solutions
 IBM Software
 Intuit
 Microsoft
 Nuance
 Sage

Developer Tools

Adobe
 Embarcadero
 FileMaker
 Intel
 Microsoft

Graphics

Adobe
 Autodesk
 Corel
 Enfocus
 Extensis
 Microsoft
 Pantone
 Quark

Internet

Adobe
 Microsoft

Multimedia

Adobe
 Apple
 ATI
 Creative Labs

Networking

CA
 Cisco
 Citrix
 Kemp Technologies
 Legato
 Microsoft
 Symantec
 VMware

Operating Systems

Apple
 Microsoft
 Novell
 Red Hat

Security

CA
 Check Point
 Cisco
 HP Tipping Point
 Kaspersky Lab
 McAfee
 Microsoft
 RSA Security
 Symantec
 Trend Micro
 VMware
 Websense

Storage

CA
 Hewlett Packard Enterprise
 Microsoft
 Symantec
 Unitrends
 VMware

Utilities

CA
 Dataviz
 Diskeeper
 IBM Software
 McAfee
 Nuance
 Roxio
 Smith Micro
 Symantec

Virtualization

Citrix
 Microsoft
 Vizioncore
 VMware

STORAGE

Desktops
 Adaptec
 Addonics
 Aluratek
 Apricorn
 Buffalo
 CMS Products
 Data Robotics
 Dell
 Hewlett Packard Enterprise
 Imation
 Iomega
 LaCie
 Memorex

Microtech

Plexstor
 Quantum
 Seagate
 Thecus
 Western Digital

Enterprise

Compellent
 EMC
 Hewlett Packard Enterprise
 Hitachi (HDS)
 IBM
 LeftHand Networks
 NETGEAR
 Nutanix
 Overland
 Quantum
 SimpliVity
 Tegile

NAS

Buffalo
 Cisco
 EMC
 Hewlett Packard Enterprise
 IBM
 Iomega
 Linksys
 NETGEAR
 Overland
 Prime Array
 QNAP
 Seagate
 Western Digital

Tape Drives

Exabyte/Tandberg
 Hewlett Packard Enterprise
 IBM
 Overland
 Quantum
 Sony

Tape Libraries

Exabyte/Tandberg
 Hewlett Packard Enterprise
 IBM
 Overland
 Quantum
 Sony
 Spectra Logic

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Tab 5
References
(Appendix F)

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name, Contact Name and Title, City and State, Phone Number, Years Served, Description of Services, Annual Volume

<i>GovC References TCPN</i>						
<i>Customer</i>	<i>Inside AM</i>	<i>Revenue</i>	<i>Contact</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
<i>Edmonds School District 15, WA</i>	<i>Thomas Kearney</i>	<i>\$ 2,780,920</i>	<i>Chris Bailey</i>	<i>Manager – IT Operations</i>	<i>(425) 431-7101</i>	<i>baileym@edmonds.wednet.edu</i>
<i>Little Rock School District, AR</i>	<i>Brain Massey</i>	<i>\$ 1,374,847</i>	<i>Cathy Coston</i>	<i>Assistant Procurement Director</i>	<i>(501) 447-2263</i>	<i>cathryn.coston@lrSchoolDistrict.org</i>
<i>Tennessee State University, TN</i>	<i>Jamie Stoltze</i>	<i>\$ 1,247,718</i>	<i>John Burgher</i>	<i>Project Manager</i>	<i>(615) 963-7688</i>	<i>john.burgher@tnstate.edu</i>
<i>Lake Stevens School District, WA</i>	<i>Thomas Kearney</i>	<i>\$ 863,862</i>	<i>Keith Welton</i>	<i>IT Project Coordinator/Sr. Technician</i>	<i>(425) 754-6611</i>	<i>keith_welton@lkstevens.wednet.edu</i>
<i>Jackson State Community College, TN</i>	<i>Jamie Stoltze</i>	<i>\$ 671,077</i>	<i>Linda Shirley</i>	<i>Technical Services</i>	<i>(731) 424-3520 x50246</i>	<i>lshirley@jacc.edu</i>
<i>Southern Methodist University, TX</i>	<i>Justin Shea</i>	<i>\$ 605,032</i>	<i>Abby Kinney</i>	<i>IT Category Manager</i>	<i>(214) 768-2007</i>	<i>akinney@smu.edu</i>
<i>Goose Creek School District, TX</i>	<i>Shannon Morrissey</i>	<i>\$ 586,339</i>	<i>Joseph Villalba Jr.</i>	<i>Director of Purchasing</i>	<i>(281) 707-3869</i>	<i>joseph.villalba@gccSchoolDistrict.net</i>
<i>Whiteriver School District, AZ</i>	<i>Gary Anderson</i>	<i>\$ 426,409</i>	<i>Pierre Dehombreux</i>	<i>Director of ITS</i>	<i>(928) 358-5720</i>	<i>pdehombreux@wuSchoolDistrict.us</i>
<i>Howard College, TX</i>	<i>Justin Shea</i>	<i>\$ 222,941</i>	<i>Michael Rowden</i>	<i>Director of Network Administration</i>	<i>(432) 264-5163</i>	<i>MLROWDEN@howardcollege.edu</i>
<i>Bullhead City School District 15, AZ</i>	<i>Gary Anderson</i>	<i>\$ 100,000</i>	<i>James McNutt</i>	<i>Tech Supervisor</i>	<i>(928) 704-5756</i>	<i>jmcnutt@bullheadschoos.com</i>

Tab 6
Pricing
(Appendix C)

Appendix C: PRICING

- Offerors shall provide a price in the format of a percentage discount off a verifiable price index. Offerors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s).
- Offerors are encouraged to offer additional discounts for one time delivery of large single orders to Region 4 ESC and member agencies. Region 4 ESC and or member agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. Members shall document their files accordingly.
- Awarded Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) shall submit to Region 4 ESC documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to Region 4 ESC and all member agencies.
- Offerors must submit products, services, warranties, etc. in price list.
- Installation charges shall be clearly identified when applicable.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain manufacturer part #, vendor part # (*if different from manufacturer part #*); description; manufacturers list price and net price to Region 4 ESC (including freight).
- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- All pricing submitted shall be "minimum discount ceiling" or "not-to-exceed" pricing. Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Cost plus a percentage off as a primary pricing mechanism is not acceptable.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Percentage of discount shall be from GovConnection catalog (Web) list price. If a percentage discount causes the sell price to be below GovConnection's Standard Cost, the sell price shall be adjusted and honored at GovConnection's Standard cost. GovConnection will not be required to sell below GovConnection's Standard cost due to percent discount from list. In addition, there shall be no Contract Fee's paid on purchases made at GovConnection's Standard cost.

After award, GovConnection will work with TCPN to determine if we can offer further or special discounts off certain manufacturer's suggested retail prices (MSRP*) for those vendors who offer that type of discount pricing terms/lists. In the event that we are able to pass along additional savings to the TCPN members, we will do so on an as able/incremental basis; however, please note that such discounts may be limited to certain makes, models or versions.

*A **manufacturer's suggested retail price (MSRP)** is the amount of money for which the company that produces a product recommends that it be sold in stores. For instance: Lenovo may be able to offer GovConnection a special discount of 10% off MSRP for certain Desktops models. In turn GovConnection could pass on a proportional savings to TCPN members through special pricing on those specially discounted Lenovo models.

Here is our 'Trusted Vendor List'; vendors who consistently provide GovConnection with current MSRP data feeds:

- Acer
- Axiom
- Black Box
- C2G (Cables to Go)
- HP
- Kingston
- Lenovo
- Micron
- NEC
- Toshiba
- Unirise
- ViewSonic

Tab 7
Value Add
(Appendix G)

Appendix G: **VALUE ADD**

Please include any additional products and/or services such as software not included in the original scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Such products/services must be auditable and follow the same guidelines listed in Appendix C as in the main offering.

Region 4 ESC respectfully reserves the right to determine if value add proposed is considered within the scope of this solicitation and/or deemed advantageous to their agency as well as member agencies.

GovConnection's Response

Customized Systems Overnight








GovConnection's line of hardware and software configuration services makes it easier 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. Our highly trained technicians can perform a broad range of configurations in services—at our ISO 9001:2008 certified lab. Our configuration services include custom hardware configuration, software installation, system imaging, product staging, server rack construction, custom printer construction, asset tagging, and custom labeling.

- **Custom Hardware Configuration**
 - GovConnection technicians can add memory, extra processors, interface cards, and more. We can configure: Laptops, Desktops, Workstations, Servers, Routers, Switches, Printers, PDAs.
- **Software Installation and System Imaging**
 - 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**
 - 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**
 - Asset Tagging makes 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. We offer multiple tagging options, including numbering, lettering, and bar coding.
- **Custom Labeling**
 - Custom Labeling can save you time during your next rollout. We can place custom labels on the outside of your products' packaging. Labels can include serial numbers, operating instructions, or custom messaging perfectly suited to your application.

In addition to the services above, GovConnection can offer additional services through our Professional Services Group. This partnership gives our customers access to a national network of pre-screened, pre-certified professional service providers. GovConnection offers a variety of professional IT services for a quoted fee from our approved network of service partners. Please reference the National Solutions Provider brochure, on the following pages, for a more detailed description.

Your National Solutions Provider

For the Entire IT Lifecycle

-  CONVERGED DATA CENTER
-  CLOUD
-  SECURITY
-  MOBILITY
-  NETWORKING
-  SOFTWARE
-  LIFECYCLE

OUR MISSION IS TO CONNECT PEOPLE WITH TECHNOLOGY THAT:
Enhances growth › Elevates productivity › Empowers innovation

we solve ITSM

GovConnectionTM
A PC CONNECTION COMPANY



SINCE OUR FOUNDING

in 1982, the PC Connection, Inc. family of companies has set the standard for customer service in the IT industry. Serving the needs of federal, state, and local government agencies and educational institutions, GovConnection strives to create a foundation for long-lasting and rewarding partnerships. We offer expert guidance, exceptional service, and innovative strategies to empower you to make informed IT investment decisions.

A collaborative approach to the design, deployment, and support of technology has fueled GovConnection's growth and earned us the reputation of trusted advisor to our customers.

GovConnection
A PC CONNECTION COMPANY

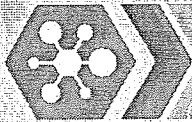
1.800.800.0019
www.govconnection.com

Why GovConnection?

- › We are a financially stable, Fortune 1000 company
- › We offer complete solutions and services designed to improve operations and increase the value of IT
- › We employ the most highly trained, experienced IT professionals in the industry
- › We strive to understand your needs and to create solutions that adhere to your requirements and budget
- › We serve as a trusted extension of your IT staff
- › We are relentless in our commitment to exceeding your expectations

COMPLETE SUPPORT FOR THE Complete IT Lifecycle

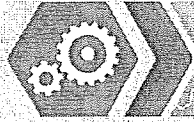
As a leading National Solutions Provider, we connect people with technology that enhances growth, elevates productivity, and empowers innovation. Our Technology Solutions Group will partner as an extension of your team to:



Enhance Your Growth

We help our customers leverage technology to gain a competitive advantage in their industry. Our Assess, Design, Implement, and Manage (ADIM) approach to solution design ensures we fit the best solutions for your unique requirements.

Let us customize your solution, and then help you extract the full value from your IT investments.



Elevate Your Productivity

The work we do helps our customers improve their data centers and IT operations. We enable IT teams to deploy innovative, time-saving solutions to increase productivity, increase agility, and move quickly to better serve constituents.

Leverage the know-how of our team, so you can implement IT that improves your service levels.



Empower Your Innovation

With our guidance, customers break free of the paradigm where 70% of IT budgets go to maintenance. We deploy innovative approaches to IT challenges—flash storage, hyper-converged infrastructure, and cloud computing—that optimize IT operations.

Partner with us and discover new ways to increase the ROI of your investments.

A Solutions Approach, Focused on Your Needs

Every successful engagement begins with trust. Our teams engage customers with a solutions approach that fosters deep relationships based on trust and exceptional service. We help customers navigate the technology landscape and address their changing needs and challenges, on time and on budget. Everything we do is geared toward meeting your needs today and planning for your needs tomorrow.

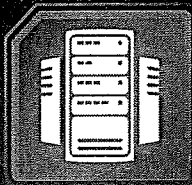
The Power of Our Practice Expertise

Our technology practices work in concert to create proven implementations. We have seen countless customer environments and have the experience to selectively employ the most appropriate solutions for your needs. We deliver robust professional IT services and support to ensure the successful delivery of every project—no matter how big or how small.

Results through Quality ADIM Methodology

Our teams are trained to assess, design, implement, and manage technology with industry-leading methodologies. This comprehensive approach ensures your technology solutions:

- Maximize your efficiency and cost savings
- Are tailored to the exact needs of your environment, users, and goals
- Leverage the latest technologies available
- Continue to deliver the results you want day after day, month after month



Converged Data Center PRACTICE

Our Expertise

GovConnection has qualified experts and experience implementing a breadth of data center solutions for customers of all sizes across diverse industries. Our Converged Data Center Services make it easy to adopt and implement the industry's highest performing infrastructure technologies to keep data centers running efficiently and effectively. Resources can be allocated and used based on analytics whereby workflows and workloads are directed to best serve the organization at any particular point in time. When optimized, new levels of agility and flexibility across all domains of the data center including servers, virtualization, and storage are possible. This is the era of the software-defined data center, and our team can help you realize both the vision and the benefits.

Private and Hybrid Cloud

An on-premises virtualized data center, built by your organization and run by your organization, can be upgraded into a private cloud environment. A true private cloud environment builds from traditional server virtualization and offers distinct attributes of cloud models: pools of compute resources, broad access to data, rapid scalability, self-service provisioning, and the ability to measure usage. Integrate that capability with an off-premises, hosted cloud solution, and organizations can benefit from expanded resource pools for burst, proximity, and budgetary benefit.

Converged Infrastructure

Integrated server, storage, networking, and virtualization platforms are emerging as the modern option for maximum performance and cost efficiency to address today's demanding workloads. Let our team lead you through the planning, integration, and guide the implementation of one of these high-performance platforms to better serve your organization.

Data Protection and Business Continuity

Insulate your operations and your users from technology failures, natural disasters, and unplanned outages before you have to recover from an unexpected event. Our experts will design a world-class business continuity plan to keep your most critical systems and workloads available—even when disaster occurs. Our team

can help you assess the factors to consider how to design your plan and the best technology to implement to achieve continuity in your systems and more importantly, across your entire infrastructure.

Enterprise Disk Arrays and Storage Networking

An organization's data is one of its most valuable assets. The need for efficient, reliable, and cost-effective storage solutions has never been greater. Our team of experts can ensure that you leverage the right storage tiering, classification, and investments to fuel your infrastructure with the data it needs to operate. Whether you want to build a new storage environment or add to an existing one, we can help.

Server and Desktop Virtualization

To develop and roll out a virtualization strategy that helps you maximize data center efficiency and user satisfaction simultaneously is a monumental challenge. Our team of experts has implemented virtualized data centers for customers of all sizes and with widely varied requirements. Whether you start with our virtualization workload assessment, adopt end user computing virtualization, or pursue a software-defined data center vision, let our experts lead you with strategies proven to maximize your investment.

Converged Data Center Solutions FEATURED PARTNERS:

Brocade

Cisco

Dell

EMC

Hewlett Packard Enterprise

Nutanix

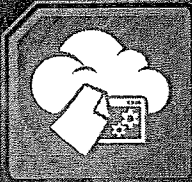
SimpliVity

Symantec

Veeam

VMware

» For more information, visit www.govconnection.com/DataCenterPractice



Cloud PRACTICE

Our Expertise

GovConnection has qualified experts with years of experience who provide a personalized engagement with customers to build the right hybrid and public cloud solutions. Our team helps you discern the factors that should drive the identification and prioritization of providers that can best host your workloads. Combine the attributes of public cloud capacity with high-performing network connectivity and the option to co-locate legacy or proprietary hardware, and optimal possibilities evolve. That's where our team excels—we give you options for delivering a next-generation IT strategy.

Cloud Storage and Disaster Recovery

With an on-premises data center connected to the storage pools or replication services of a public cloud provider, you get a tiered and resilient data protection strategy. Whether your goal is redundancy, primary off-site storage, or a new storage pool for the delivery of a new application, our team will design a solution to accomplish every facet with one of our many public cloud storage partners.

Desktop as a Service (DaaS)

Don't be intimidated by the idea of mobile workforce computing solutions powered by VDI technology. We will simplify it for you. Our team can help you identify the best platforms, approach, and implementation strategy to put the power of hosted desktops to work for your users.

Unified Communications as a Service (UCaaS)

Any technology adopted over the past two decades is now obsolete or will be very soon. The traditional PBX phone system is a perfect example. As organizations seek to replace their aged communication infrastructures, they quickly realize that new ways of delivering telecommunication technology can enhance employee productivity and the user experience. Our cloud team can guide you through the transition. Let us lead the process to evaluate and implement a hosted UCaaS solution that will meet your unique needs.

Infrastructure as a Service (IaaS) and Platform as a Service (PaaS)

Any organization on a path to fully migrate to the cloud or a new platform to build their next application must make critical decisions. It begins with consideration of the SMAC stack (social, mobile, analytics, and cloud). Our team is well versed in this area and prepared to help navigate the factors that will lead to proper selection—the right architecture and the most appropriate provider.

Connectivity

To develop and implement a connectivity strategy that provides users and applications with the bandwidth and redundancy to keep your organization running is a daunting task. Couple that challenge with the ability to keep costs under control and manage the network interface effectively, and you face a substantial challenge. Our team has helped customers design resilient, cost-effective networks regardless of environment size or requirements. Put our knowledge to work for your organization.

Co-location

Co-location can provide you with additional or alternate space in which to run your most critical workloads. Our tier 3 co-location data center providers can deliver high fidelity data center capacity through managed data center services for your equipment. Need a better, safer, and more resilient environment? We can help you find the right facility in the right location to meet your needs.

Cloud Solutions

FEATURED PARTNERS:

8x8

CenturyLink

CoreSite

Cosentry

Datapipe

Digital Realty

EvolvIP

HOSTING

Level 3

Lightower

Masergy

Microsoft

NaviSite

NetWolves

nScaled

Peak 10

QTS

Rackspace

RapidScale

ShoreTel

Thinking Phone Networks

Verizon Terremark

ViaWest

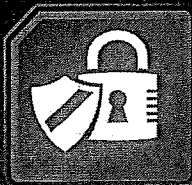
VMware

WestIP

Windstream

Zayo

» For more information, visit www.govconnection.com/CloudPractice



Security PRACTICE

Our Expertise

With the continuous state of change in the global threat landscape, organizations face cyber-attacks and security breaches that are growing in frequency and sophistication every day. Our Security Practice offers solutions and services to counteract increased risk proliferation. Based on your organization's needs, environment, processes, and security goals, our experts will provide insights to help you implement the right solutions to address your critical risks and protect your operations. As an extension of your IT team, we're committed to keeping our nation's government operating safely and securely.

Security Assessment and Audit

Our Security Assessment and Penetration Testing Services help prioritize where you should focus resources to reduce overall risk. We will help you better understand today's real-world threats and how they could affect your organization. A Penetration Test can uncover a myriad of vulnerabilities in any environment. It helps highlight which vulnerabilities are exploitable, which risks are critical and therefore need to be addressed with a high priority, and which items must be remediated over time. Our team identifies and understands the vulnerabilities that exist in your environment, then works with you to develop a prioritized plan to bring that risk in line with acceptable levels in accordance with compliance-based security requirements such as HIPAA, HITECH, ePHI, PCI, GLBA, and FISMA.

Security Suite Optimization

Industry data shows that more than 30% of all software security solutions are acquired in suites to aid in the unification and implementation of security policies. In other words, where one mechanism leaves off—another one immediately picks up. Since security can often be a mix of investments from multiple vendors, we frequently see areas where coverage cannot be extended and also examples where integration between vendor's products is less than ideal.

In this engagement, our team works with you to determine and document your security risks, outlines gaps in security coverage and protection, and advises you on the correct steps to take to address these risks. Our team can help ensure that whether you're using one or multiple security

providers, your environment is adequately configured and provides the protection, visibility, and oversight that your organization, users, and data require. This "Unified Security Stack" is the goal based on principles of uniform policy implementation, complete coverage and seamless security protection.

Security Governance, Risk, and Compliance

A multi-step process is needed to develop and implement a comprehensive security management plan. The first step is to have a solid understanding of your environment's security risk level. Let our experts help you identify and document all policies and controls. Then we will help validate an ongoing process to maintain compliance with those policies over time. Our team draws on years of experience and stays abreast of current threats in order to help you develop a well-documented, well-defined security program from investigation to implementation.

Managed Security Services

Does your organization know where it stands in relation to company policies and compliance controls, 24x7x365? Does your security infrastructure provide you the protection, visibility, and oversight to manage security events? Our Security Practice utilizes a proven process and industry-leading tools to continuously monitor and manage your environment. Our team will give you an accurate picture of your risk and a solid foundation to continuously protect, detect, and react to today's sophisticated and constantly evolving security threats.

Security Solutions FEATURED PARTNERS:

AirWatch by VMware

Aruba

Barracuda

BeyondTrust

Check Point

Cisco ISE

Cisco/Sourcefire

Dell Software

Fortinet

Imprivata

Intel Security

Kaspersky

LogRhythm

MobileIron

Ping Identity

RSA

SecureAuth

Solarwinds

Sophos

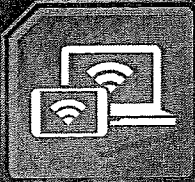
Splunk

Symantec

Trend Micro

WatchGuard

» For more information, visit www.govconnection.com/SecurityPractice



Mobility PRACTICE

Our Expertise

GovConnection works with customers to extend their on-premises and on-campus IT infrastructures to the mobile experiences that today's organizations require. Our team can work with you to ensure that the necessary network infrastructure is in place all the way through to securing the data on each device to prohibit unnecessary or unacceptable risk.

Whether your requirements are small or large, we can help you develop the right solution with products and services best suited for your mobile device environment. We support the mobile computing needs of a workforce and students increasingly on the go. We offer custom configuration, imaging, delivery, and enhanced security solutions for mobile data and devices.

Mobile Readiness Survey

A successful on-campus mobile project is reliant on the wireless network that will support it. Let our team perform a full site survey to help you map out where you have the coverage necessary to succeed and where upgrade or extension of that network will be necessary to achieve your goals. Our team will architect a solution for you based on our findings and can deliver the full implementation for you to ensure that you don't under or overestimate what's required.

Mobile Device Management

Whether you are going with a government-owned device strategy or an end user-owned device strategy, you will need to ensure that the registration process and security policies properly govern those devices as they traverse proprietary and other host networks. Ranging from application delivery and device management policy all the way to user-level restrictions, our team can ensure that your MDM project is a success from day one.

Mobile Device Security

The first step in any mobility initiative is to ensure proper security, protect data, and comply with regulations. With so many different devices, products, and methods the choices can seem complex. Our team of specialists can simplify the process and help you deliver Mobile Content Management (MCM) solutions. With MCM, you can trust secure document distribution and mobile access to documents through a native mobile app. Let us help you sort through the complexity with our diverse knowledge of today's market and products, so your community can securely access valuable government resources.

Mobile Deployment Services

Deploying a large number of mobile devices over a large diverse geography can stress the limits of your IT organization and be very costly. Our warehouse and configuration center makes this a budget-friendly and simple exercise with the expertise to provide an ongoing sustainable solution.

Mobility Solutions FEATURED PARTNERS:

AirWatch by VMware

Good Technology

JAMF Software

MobileIron

PLATFORM EXPERTISE:

iOS

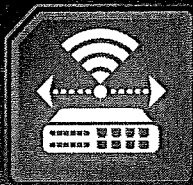
Mac OS

Android

Blackberry

Windows Mobile

» For more information, visit www.govconnection.com/MobilityPractice



Networking PRACTICE

Our Expertise

GovConnection has qualified experts with experience building the right networking solutions for thousands of customers. Let our in-house experts help you build a complete IT infrastructure with a solid foundation. Our services address network efficiencies, collaboration requirements, increased speed, and greater productivity. In-depth assessment, documentation, consultation, design, planning, installation, and management services are available for all networking solutions.

Network Architecture

A secure, reliable and resilient network is crucial for any entity operating in today's technology-driven world. Our Network Practice can help you develop a clear understanding of the capabilities and shortcomings of your existing infrastructure and chart a plan for remediation. Engagement goals include:

- Understand existing network infrastructure
- Find new ways to expand capabilities
- Leverage current investments

Rapid network expansion, newly acquired or merged networks, may leave you with uncertainty about your overall environment. We can dig deep into your infrastructure with a comprehensive discovery of your IT network, document its current state, and conduct a performance analysis for each appliance for a holistic view. We help identify the equipment that should be upgraded and review performance issues, such as bottlenecks.

Once issues are uncovered or known issues are identified, we provide remediation plans to fix the problems, optimize your network's performance, and increase your network capabilities. Let our experts help you define the right network architecture for your business, implement it according to proven practices, and tune it for the applications and traffic patterns that exist in your environment.

Network Access

Network access can be simplified and secured with one network, one policy, and one management architecture. Our experts will take a holistic approach to design a network that provides wireless access that performs like wired, and effectively supports the policies that enable BYOD (Bring Your Own Device). Our Networking Practice works closely with our Security Practice to create policy-driven, on-demand access solutions with built-in security layers and will help you not only optimize your environment and resolve capacity issues but also include security measures across all domains.

Collaboration

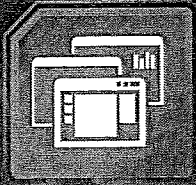
The social, mobile, collaborative world is upon us. Regardless of job function, organization, or industry, technologies to maximize your efficiency and ability to remain engaged are essential. Our team has guided organizations through the careful selection of the right unified communication and collaboration technologies that drive innovative efficiencies. Take the journey with us to find new ways to uncover and act on information that is often scattered across your organization.

We will work together with you to unify voice and video across your organization and build upon the existing foundation of your network infrastructure. We can also help you understand how to expand your existing network footprint to support the use of video and determine if your network is ready to support the real-time traffic and Quality of Service (QoS) necessary for these types of applications. With network weaknesses identified and remediated, we'll help ensure your IT dollars produce maximum ROI while delivering high levels of performance.

Networking Solutions FEATURED PARTNERS:

Aerohive
Aruba
Cisco
Dell
F5
Hewlett Packard Enterprise
Polycom
Riverbed
ShoreTel
VMware

» For more information, visit www.govconnection.com/NetworkingPractice



Software PRACTICE

Our Expertise

GovConnection has qualified experts with decades of experience to help customers build the right solution stack for their organizations. Our team helps you discern the factors that should drive the architectural considerations that in turn should drive your investment. Today's IT strategy is focused on outcomes, and there's no greater source than the software that manages the data and yields the insights that influence our daily work.

Messaging Platform Services

A secure, reliable, and resilient messaging architecture is an essential asset for any entity to operate in today's technology-dependent world. Let our experts help you choose the right messaging platform for your needs and implement it according to proven practices.

Whether you're migrating to Office 365, upgrading your on-premises Microsoft Exchange infrastructure, or moving from a legacy to a modern messaging platform, our team can help. Once you're up and running, we will further integrate and performance-tune it for the applications and traffic patterns that exist as well as anticipate change in your environment.

Infrastructure Software Services

Software versions change often. With every launch, upgrade, and end of support there is opportunity—from reconfiguration to redesign. Let our team of experts show you where your infrastructure would benefit from re-architecting the design and deployment of your Windows and Active Directory services.

Once new versions of the core services are in place, it's time to modernize your Microsoft services design. Don't miss this opportunity to leverage our team to show you how to get the most from your investment.

Application and Database Services

Today's information architectures are built off of the applications that users navigate to create and manage data. That data then fuels decision-making, personalization possibilities, and ultimately the customer experience. From higher education institutions that want to deliver a great new admissions application to growing commercial entities that need to reach more consumers, the database is at the core of applications.

Our team of experts will ensure that you've implemented your database platform in the most scalable and proven pattern. If you need performance improvements, let us perform a healthcheck to ascertain potential opportunities to improve and optimize. For example, if resiliency and failover are your priorities, let us design and build the solution that meets those specs.

Software Solutions FEATURED PARTNERS:

AirWatch by VMware

Citrix

Intel Security

Microsoft

MobileIron

Red Hat

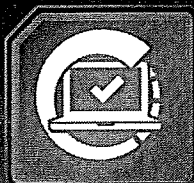
Sophos

Symantec

Veeam

VMware

» For more information, visit www.govconnection.com/SoftwarePractice



Lifecycle PRACTICE

Our Expertise

GovConnection offers a contemporary IT Service Management (ITSM) model, which includes service desk offerings, IT staffing, remote infrastructure management, and lifecycle services. Technology deployments, refresh/upgrades, move/add/change, maintenance, management, and disposal services are available as projects or as ongoing managed services. We also maintain configuration and depot services for network and end-user assets. Our robust Project Management Office and IT Infrastructure Library (ITIL) foundation ensures operational excellence throughout every engagement. With more than 97% of U.S. zip codes available for field services, support locations, and service desk operations nationwide, we are ready to provide service anytime, anywhere.

IT Service Management

Relevant forces such as aggressive application adoption, rapidly evolving infrastructure, end-user sophistication, and IT functions at the department level increase constraints on IT. The resulting adverse effects include the inability to sustain governance, difficulties safeguarding infrastructure, and challenges to maintain service level agreements. However, if you evolve service desk operations to an ITSM framework—including remote infrastructure management, provisioning, and asset management solutions—you gain a first line of defense to reclaim consistent support and visibility. Our single point of contact ITSM framework has proven successful for many IT leaders. As a national IT solutions provider, GovConnection will function as an extension of your IT department to deliver the ITSM Solutions that give you a measurable advantage.

Our team offers decades of experience through comprehensive, yet flexible, services:

- Service Desk
- Maintenance
- Asset Management
- IMAC
- Remote Management

Technology Deployments

As a qualified extension of your IT department, we deliver lifecycle services from the data center to the desktop, nationwide. Solutions range from complete ITSM services to modular lifecycle functions, as required.

Services can be executed on a per project basis or as an ongoing managed service in a very customizable and agile framework.

Services span:

- Configuration
- Logistics
- Refreshes
- Upgrades
- Installation
- Maintenance
- Disposal

IT Staffing Services

Hiring top IT talent is a crucial ingredient to success. Finding those individuals quickly saves time and money. GovConnection offers a full range of Technology Staffing Services to fit every organization and environment. Our experienced staffing experts can help you recruit the best candidates for any project and any timeline. With our Contract-to-Hire Staffing Service, organizations gain the freedom to make hiring decisions with confidence. Our recruitment team works with your hiring managers to identify the skills, traits, and experience your organization requires, and then we find the best candidates for the job.

Our offerings include:

- Contract
- Contract-to-Hire
- Direct Hire
- Payrolling Services

We can provide the expertise you need to remain productive, and focused on your job—without the wait, costs, or risks of traditional hiring.

Our Lifecycle Services Delivery Model Is Your Foundation for Success:

Proven Solutions—

Reliable, measurable, and flexible services throughout the engagement process

Win-Win Approach—

The most flexible approach to solving IT needs and ensuring ongoing operational excellence

Fully Integrated Offerings—

From discrete lifecycle projects to ongoing deliverables to managed service level agreements including service desk, asset management, refresh cycles, and remote infrastructure management

Project Management—

Onboarding support, lifecycle implementation, and steady state operations in conjunction with service delivery teams

Service Delivery Support—

Highly effective service accountability, ongoing service execution, and continuous improvement

Full Suite of Services—

Extensive consulting, engineering, process improvement resources, and customer advocacy to leverage optimal client outcomes and customer satisfaction

WebSPOC™—

This ITIL certified incident management system includes asset management, problem management, contract management, configuration management database, and overall ITSM framework

» For more information, visit www.govconnection.com/LifecyclePractice

YOUR IDEAL PARTNERSHIP TO Optimize IT

CONNECT WITH OUR:



Advanced Technology Solutions

We transform technology, turning trusted brands into complete IT solutions, by adding a unique combination of IT services, expertise, and support.



Dedicated Account Teams

Our sales force is the most tenured in the industry, and they understand your environment and the external forces that affect it.



Industry-Leading Expertise

Our team of experts can support the assessment, design, implementation, and management of all your IT projects.



Software Licensing

Our experienced licensing team is ready to help you find licensing programs that will stretch your software budget and protect you from liability.



Premier Technology Certifications

We hold premier certifications with top vendors that allow us to offer in-demand products and expert technical service and support.



Product Authorizations

We hold authorizations with top OEM partners. This keeps us in-tune with advances in technology and enables us to offer the most sought-after products.



Convenient Availability

We have priority access to the biggest IT brands in the industry—granting us the ability to maximize product availability.



Rapid Response Times

Within hours of an order, we can have items picked, configured, packed, and in-flight to any nationwide location—well past typical cut-off times—for next-day delivery.



Custom Configuration

Our technicians perform a broad range of services at our ISO 9001:2008 certified lab and offer next business day delivery.



Support Throughout the IT Lifecycle

We provide a full line of IT services to maintain your infrastructure throughout the technology lifecycle, as well as customizable professional services to support the unique needs of your organization.



Contract Expertise

Our extensive experience serving the government and educational institutions ensures we can identify and apply the right purchasing vehicles to equip your organization with the IT tools you require.



Efficient Procurement Tools

Our website offers an efficient procurement channel with benefits that include purchasing authorization control and the ability to connect eProcurement systems, ERPs, marketplaces, and more. We also offer flexible payment options like credit card, P-Card, Net Terms Account, and leasing programs.



Vendor-Agnostic Design

We offer recommendations that reflect the best possible outcome for your needs, regardless of vendor or brand.



Strong Industry Partnerships

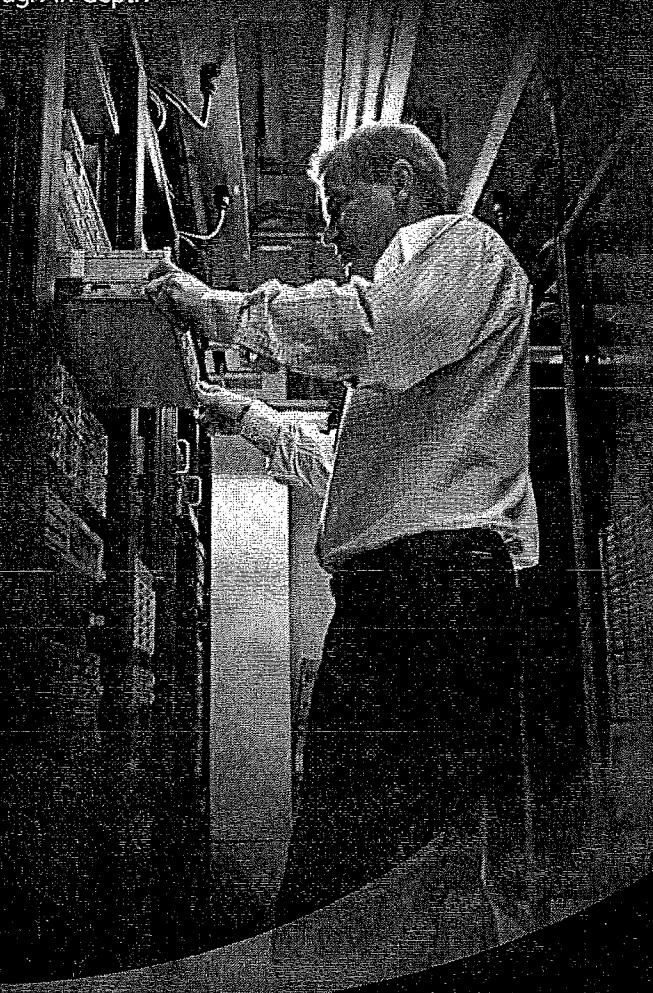
Our award-winning service and deep partnerships with leading industry suppliers ensure you have access to the latest technologies and resources.

» Visit www.govconnection.com/GovConnectionDifference to learn more.

Solve Your IT Challenges with a Trusted Technology Partner

With a reliable IT partner on your side, you can turn challenges into opportunities. A partnership with the GovConnection team will deliver value through in-depth expertise, savings, and outstanding service.

The IT marketplace is full of companies who claim to be different. Let our experts demonstrate the GovConnection difference.



2000+
Employees

700+
Account
Managers

10 Years
Average Tenure

475+
Engineering,
Services, and
Technical Staff

**THE
TEAM**

30,000
Hours of Training
Annually

2500+
Professional
Certifications

Hundreds
of Training Hours
Per Engineer
Every Year

**THE
EXPERTISE**

1600+
Technology
Partners

279,000
IT Products
Available

200,000+
Custom
Configurations
Completed
Every Year
and Growing

**THE
BUYING
POWER**

GovConnection™
A PC CONNECTION COMPANY

we solve IT™

To learn more about our services available to support your IT projects, contact a dedicated Account Manager or visit www.govconnection.com/Services

1.800.800.0019

Monday to Thursday, 8:30 a.m. – 6:30 p.m. ET

Friday, 8:30 a.m. – 5:30 p.m. ET

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Tab 8
Required Documents
(Appendix H)

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of HB 1295 (Certificate of Interested Parties)

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #7 Ownership Disclosure Form
- DOC #8 Non-Collusion Affidavit
- DOC #9 Affirmative Action Affidavit
- DOC #10 Political Contribution Disclosure Form
- DOC #11 Stockholder Disclosure Form

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

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with you proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor


(C) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.


Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.


1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor


RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor


CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES  Initials of Authorized Representative of Vendor


CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor


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

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

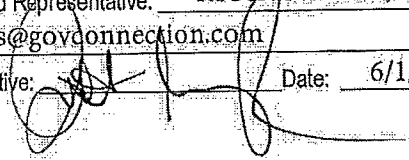
Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

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

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

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

Vendor's Name: GovConnection, Inc.
Address, City, State, and Zip Code: 732 Milford Rd. Merrimack, NH 03054
Phone Number: 1-800-800-0019 Fax Number: 1-603-683-2482
Printed Name and Title of Authorized Representative: Robert Marconi, VP of SLED Sales
Email Address: sledcontracts@govconnection.com
Signature of Authorized Representative:  Date: 6/1/2016

DOC #1

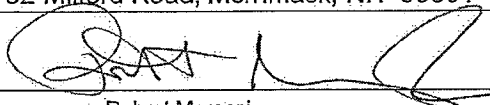
Clean Air and Water Act

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

Potential Vendor: GovConnection, Inc.

Title of Authorized Representative: Vice President SLED Sales

Mailing Address: 732 Milford Road, Merrimack, NH 03054

Signature: 
Robert Marconi

DOC #2

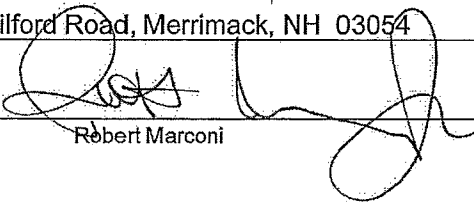
Debarment Notice

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

Potential Vendor: GovConnection, Inc.

Title of Authorized Representative: Vice President SLED Sales

Mailing Address: 732 Milford Road, Merrimack, NH 03054

Signature: 
Robert Marconi

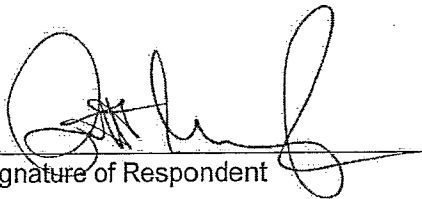
DOC #3

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

April 21, 2016
Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state 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 Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

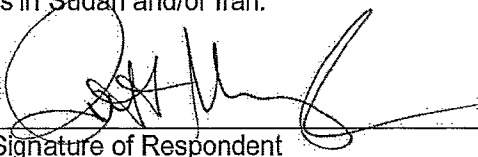
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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.



Signature of Respondent

April 21, 2016
Date

DOC #5

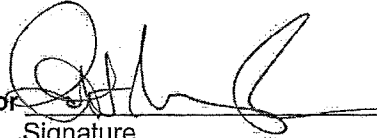
ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated
3. any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor GovConnection, Inc.

Offeror


Signature

Robert Marconi
Printed Name

Vice President SLED Sales
Position with Company

Address 732 Milford Road

Merrimack, NH 03054

Authorizing Official


Signature

Phone 800-800-0019

Donna Mullen
Printed Name

Fax 603-683-2482

Sr. Director Contracts & Compliance
Position with Company

DOC # 6

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GovConnection, Inc.
 Merrimack, NH United States

Certificate Number:
 2016-83611

Date Filed:
 07/13/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Region 4 Education Service Center

Date Acknowledged:

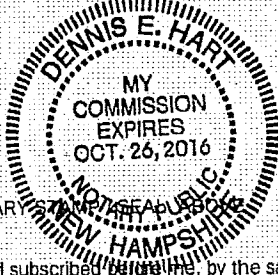
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Solicitation Number 16-02
 Technology and Interactive Whiteboard Solutions, Products and Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PC Connection, Inc. ,	Merrimack, NH United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Donna Mullen
 Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL HERE

Sworn to and subscribed before me, by the said Donna Mullen, this the 13th day of July, 2016 to certify which, witness my hand and seal of office.

Dennis E. Hart
 Signature of Notary administering oath

Dennis Hart
 Printed name of Notary administering oath

Notary
 Title of Notary administering oath

DOC #7

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

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

Company Name: GovConnection, Inc.

Street: 732 Milford Road

City, State, Zip Code: Merrimack, NH 03054

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

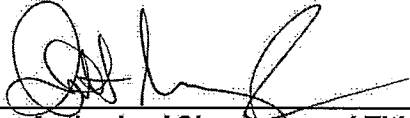
I Robert Marconi, an authorized representative of GovConnection, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

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

Name	Address	Interest
GovConnection is a wholly owned subsidiary of PC Connection, Inc.		
No individual stockholders own 10% or more of PC Connection stock.		

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

April 21, 2016
Date


Authorized Signature and Title
Robert Marconi, VP SLED Sales

DOC #8

NON-COLLUSION AFFIDAVIT

Company Name: GovConnection, Inc.

Street: 732 Milford Road

City, State, Zip Code: Merrimack, NH 03054

State of New Jersey New Hampshire

County of Hillsborough

I, Robert Marconi of the Merrimack
Name City

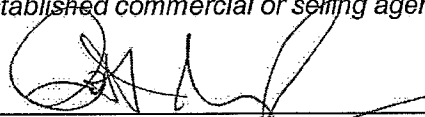
in the County of Hillsborough, State of New Hampshire
of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President SLED Sales of the firm of GovConnection, Inc.
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that TCPN relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

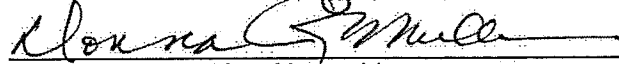
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

GovConnection, Inc.
Company Name


Authorized Signature & Title
Robert Marconi, Vice President SLED Sales

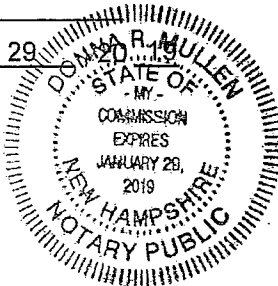
Subscribed and sworn before me

this 26 day of April, 20 16


Notary Public of New Hampshire

My commission expires January 29, 2019

SEAL



DOC #9

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

Company Name: GovConnection, Inc.

Street: 732 Milford Road

City, State, Zip Code: Merrimack, NH 03054

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

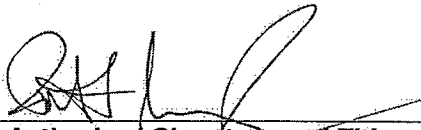
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____ **X**
- OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

April 26, 2016
Date

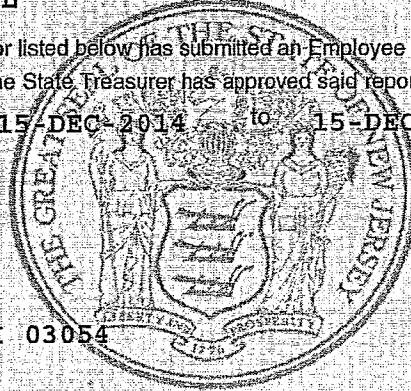

Authorized Signature and Title
Robert Marconi, VP SLED Sales

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2014** to **15-DEC-2017**

GOVCONNECTION, INC.
732 MILFORD ROAD
MERRIMACK

NH 03054



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

Andrew P. Sidamon-Eristoff
State Treasurer

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

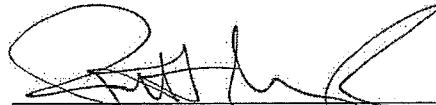
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status,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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Authorized Signature of Procurement Agent
Robert Marconi, Vice President SLED Sales

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

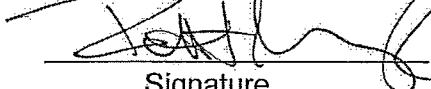
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

Vendor Name:	GovConnection, Inc.		
Address:	732 Milford Road		
City:	Merrimack	State:	NH Zip: 03054

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Robert Marconi
Vice President SLED Sales
Signature
Printed Name
Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
No contributions have been made.			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

DOC #11

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

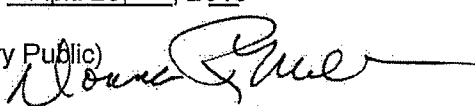
Subchapter S Corporation

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

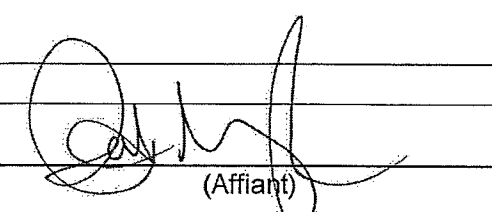
Stockholders:

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

Subscribed and sworn before me this _____ day of April 26, 2016

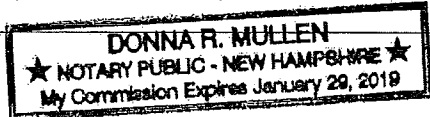
(Notary Public) 

My Commission expires: 1-29-2019


(Affiant)

Robert Marconi, VP SLED Sales
(Print name & title of Affiant)

(Corporate Seal)



ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

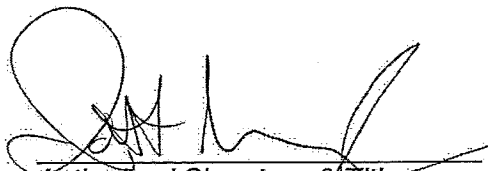
- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

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

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

Date April 25, 2016



Authorized Signature & Title
Robert Marconi, VP SLED Sales

Partner With Us

When you are faced with opportunities and challenges, it's important to have a reliable IT partner on your side. We are confident that your partnership with GovConnection will deliver you value through a combination of depth of experience, savings, and outstanding service.

Take a closer look at GovConnection and you'll see that everything we do revolves around making it easier for you to evaluate, design, purchase, implement, and maintain complete IT solutions that enable you to better fulfill your mission. Not only are we named on the contracts you use most, but we have the technology solutions, dedicated account teams, on-staff experts, product authorizations, IT services and efficient procurement tools you need to 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. Choose GovConnection and we'll prove it to you. We are committed to the highest standards of quality in our people, products, partnerships, and technology, to ensure we continue to deliver on the reason for our success—customer satisfaction.

Why GovConnection?

- We are a financially stable, Fortune 1000 company.
- We offer complete solutions and services designed to improve operations and increase the value of IT.
- We employ the most highly trained, experienced IT professionals in the industry.
- We strive to understand your needs and to create solutions that adhere to your requirements and budget.
- We serve as a trusted extension of your IT staff.
- We are relentless in our commitment to exceeding your expectations.

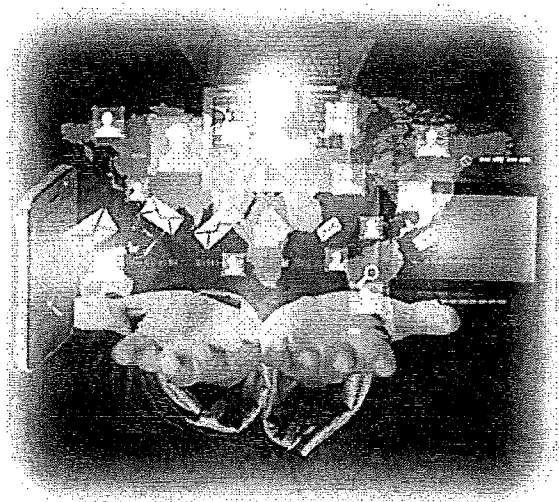


EXHIBIT “B”

GovConnection's Response

GovConnection is offering Discount off GovConnection's Web List Pricing, www.govconnection.com per the following schedule:

Pricing Category BY Market Group	Mkt Grp #	TCPN List Minus	Comments
Systems Accessories	5	5.00%	
Digital Imaging and Sound	6	5.00%	
Business/Home Office Software	9	5.00%	
Desktops	10	4.00%	
Client Networking	11	6.00%	
Enterprise Networking	14	6.00%	
Home & Leisure Software	20	5.00%	
Graphics/Publishing & Internet	23	5.00%	
Memory	27	7.50%	
Monitors & Projectors	36	5.00%	
Power Management	61	7.50%	
Mobile Computing Accessories	75	6.00%	
Printers - Ink-jet & Other	127	5.00%	
Drives & Storage Hardware	176	5.00%	
Notebooks	177	4.00%	
PDAs	180	5.00%	
Consumer Electronics	190	6.00%	
Warranty Services*	192	5.00%	sku'd only
Enterprise Storage	198	6.00%	
Network Software	199	5.00%	
Printer Supplies & Accessories	200	5.50%	
Printers - Multifunction	201	5.50%	
Servers	202	6.00%	
Video	203	5.00%	
Workstations	204	4.00%	
Point of Sale Equipment	206	5.00%	
Mobile Electronics	207	6.00%	
System Enhancements	208	6.00%	
Printers - Laser	209	5.50%	
Monitor, Projector Accessories	210	6.00%	
Cables	211	10.00%	
Storage Media & Accessories	212	6.00%	
Professional Services *	213	5.00%	sku'd only
Configuration Services *	214	5.00%	sku'd only
Repair Services *	215	5.00%	sku'd only
Cloud Services *	216	5.00%	sku'd only

* Customized Services are priced on a case by case basis.

Percentage of discount shall be from GovConnection catalog (Web) list price. If a percentage discount causes the sell price to be below GovConnection's Standard Cost, the sell price shall be adjusted and honored at GovConnection's Standard cost. GovConnection will not be required to sell below GovConnection's Standard cost due to percent discount from list. In addition, there shall be no Contract Fee's paid on purchases made at GovConnection's Standard cost.

After award, GovConnection will work with TCPN to determine if we can offer further or special discounts off certain manufacturer's suggested retail prices (MSRP*) for those vendors who offer that type of discount pricing terms/lists. In the event that we are able to pass along additional savings to the TCPN members, we will do so on an as able/incremental basis; however, please note that such discounts may be limited to certain makes, models or versions.

*A **manufacturer's suggested retail price (MSRP)** is the amount of money for which the company that produces a product recommends that it be sold in stores. For instance: Lenovo may be able to offer GovConnection a special discount of 10% off MSRP for certain Desktops models. In turn GovConnection could pass on a proportional savings to TCPN members through special pricing on those specially discounted Lenovo models.

Here is our 'Trusted Vendor List'; vendors who consistently provide GovConnection with current MSRP data feeds:

- Acer
- Axiom
- Black Box
- C2G (Cables to Go)
- HP
- Kingston
- Lenovo
- Micron
- NEC
- Toshiba
- Unirise
- ViewSonic