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# **TECHNICAL PROPOSAL**

PREPARED FOR:

# County of Fairfax, VA on behalf of itself and other Government agencies and made available through GovMVMT Purchasing Cooperative

PROJECT: RFP # 2000003549 for Technology Products, Services and Solutions

DUE: April 3, 2023, by 2:00 p.m.

PREPARED BY:

Robert Bush Sr. Director SLED Sales Connection<sup>®</sup> Public Sector Solutions

Mark Kuffel

Capture and Business Development Director Connection<sup>®</sup> Public Sector Solutions

March 28, 2023

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FAIRFAX COUNTY

## DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427 FAIRFAX, VIRGINIA 22035-0013

# **VIRGINIA** TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

<b>ISSUE DATE</b> : February 13, 2023	REQUEST FOR PROPOSAL NUMBER: RFP 2000003549	<b>TITLE:</b> Technology Products, Services and Solutions
DEPARTMENT: Information Technology	<b>DUE DATE/TIME:</b> March 24, 2023 @ 2:00 p.m.	CONTRACT SPECIALIST: Yong Kim, 703- 324-3217 or <u>yong.kim@fairfaxcounty.gov</u>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note**: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:	Telephone/Fax No.:	Phone: 800-8000-0019 Fax: 603-683-1104
GovConnection, Inc. dba Connection Public Sector Solutions	E-Mail Address:	sledcontracts@connection.com
732 Milford Road	Federal Employer Identification No or	52-1837891
Merrimack, NH 03054	Federal Social Security No.(Sole Proprietor)	N/A
	Payment Terms will be Net 30 Days unless a prompt payment discount is offered. Prompt Payment Discount:	<u>0</u> % for payment within <u>30</u> days/net <u>0</u> days
	State Corporation Commission (SCC)	

Identification No. F1352089

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting Attachment A6, by any other relevant certifications set forth in Attachment A1-A8, and the Affirmation of Legally Required Contract Terms set forth in Attachment B.

Vendor Legally Authonzed Signature

Print Name

**Robert Marconi** 

March 28, 2023 Date

Vice President SLED Sales Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent by way of upload to Fairfax County's procurement portal at <u>https://fairfaxcounty.bonfirehub.com</u> until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 7/2018



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# 9.1. Cover Letter

March 28, 2023

County of Fairfax, Virginia Department of Procurement & Material Management 12000 Government Center Parkway, Suite 427 Fairfax, VA 22035-0013

Electronic Submission: https://fairfaxcounty.bonfirehub.com

# RE: RFP # 2000003549 for Technology Products, Services and Solutions

Attn: Yong Kim, CPPB, Contract Specialist II

Thank you for inviting GovConnection, Inc. d/b/a Connection<sup>®</sup> Public Sector Solutions (Connection) to participate in your Request for Proposal (RFP). To fully satisfy the requirements and specifications outlined in your RFP # 2000003549 for Technology Products, Services and Solutions, we are pleased to offer the enclosed solution for your review and consideration.

Connection has been a recognized leader in the IT reseller arena for over 40 years. As a National Solutions Provider of over 460,000 products from over 1,600 manufacturers. Connection holds premier certifications and authorizations from leading vendors—including Cisco, Hewlett Packard Enterprise, Dell, Lenovo, Panasonic, Apple, Veritas, VMWare, and Microsoft. In addition, our talented engineers have acquired more than 2,500+ 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.

*Connection's Commitment to State & Local Institutions, K-12, and Higher Education institutions:* We have established a long, successful history of supporting Public Sector institutions, nationwide, and are committed to servicing the SLED marketplace.

As a member of the PC Connection, Inc. family, Connection Public Sector Solutions is a trusted, single-source provider of IT solutions, dedicated to fulfilling the specialized IT needs of the public sector—including state and local government, K–12, and higher education institutions. Connection 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 Connection's growth and earned us the reputation of trusted advisor to our customers. Since our founding in 1982, the PC Connection, Inc. family of companies has set the standard for customer service in the IT industry. Connection is a financially stable, Fortune 1000 company you can count on. You can depend on our team to deliver expertise, solutions, and integrity, consistently.



# Connection is fully capable of and committed to implementing and servicing the contract resulting from RFP # 2000003549 for Technology Products, Services and Solutions.

# We look forward to the opportunity to work together with you on this project.

Thank you for the opportunity to offer this proposal. If selected, we'll partner as an extension of your team and remain committed to your success and ongoing satisfaction. For additional information, or to discuss this response, please feel free to contact the County's Primary Point of Contact for all negotiations related to this RFP:

Robert Bush, Sr. Director SLED Sales / Vertical State & Local Lead 800-800-0019 ext. 33059 robert.bush@connection.com

Sincerely,

Robert Marconi

Vice President SLED Sales Connection<sup>®</sup> Public Sector Solutions 732 Milford Road, Merrimack, NH 03054 • www.connection.com/ps



# 9.2. Offeror Profile – Connection's Response

The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of firm submitting proposal GovConnection, Inc. dba Connection Public Sector Solutions
- Main office address, telephone number, fax number 732 Milford Road, Merrimack, NH 03054; Phone: 800-800-0019; Fax: 603-683-1104
- Primary contact email address and website address

Primary: Robert Bush, Sr. Director SLED Sales / State & Local Vertical Lead robert.bush@connection.com, www.connection.com/ps Secondary: Mark Kuffel, Capture and Business Development Director

mark.kuffel@connection.com, www.connection.com/ps

- If a corporation, when and where incorporated
  - Company founded as PC Connection in 1982 and was incorporated in Delaware.
  - GovConnection, Inc. (now) was incorporated as ComTeq Federal, Inc. on August 13, 1993, in Maryland.
- List any dba's
  - GovConnection, Inc. dba Connection Public Sector Solutions
  - PC Connection, Inc. dba Connection (parent company; of which GovConnection is a wholly owned subsidiary)
- List any appropriate Federal, State and Organization registration numbers
  - GovConnection, Inc. Federal Tax ID: 52-1837891
  - GovConnection, Inc. Unique Identifier: GLGWMH9BMP76
  - GovConnection, Inc. Dun & Bradstreet Number / Rating: 80-967-8782 / 5A1
  - GovConnection, Inc. SPIN Number: 143026005
- Number of years in business
  - GovConnection, Inc.: 20 years, since 1993
  - PC Connection, Inc.: 41 years, since 1982
- Total number of employees
  - 2,500



- History / Profile: <u>Connection's History</u> GovConnection, Inc. is a wholly owned subsidiary of PC Connection, Inc., which was founded in 1982. Patricia Gallup and David Hall established PC Connection, Inc. in 1982 with a mission to offer "a better way to buy information technology products." 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 competitive prices.
  - GovConnection, Inc. started as ComTeq Federal, Inc. in 1993 and became a wholly owned subsidiary of PC Connection in 1998.
  - In January of 2002, ComTeq was renamed and incorporated as GovConnection, Inc.
  - In 2016, the company rebranded; the company rebranded with a new "Connection" brand uniting all subsidiaries under one clear, concise, and powerful brand name. NASDAQ stock ticker changes from PCCC to CNXN.

<u>Connection Today</u> – In recent years, Connection has grown into a Fortune 1000 company, with annual revenues of \$3+ billion. Today, our 2,500 employees work in offices in New Hampshire, Florida, Illinois, Massachusetts, Maryland, New Jersey, Pennsylvania, South Dakota, in our full service, ISO 9001:2015-certified Technology Integration and Distribution Center (TIDC) in Wilmington, Ohio, as well as hundreds of remote offices nationwide.

Connection<sup>®</sup> is a Global Solutions Provider that connects people with technology to enhance growth, elevate productivity, and empower innovation. The Connection brand includes Connection Public Sector Solutions, Connection Business Solutions and Connection Enterprise Solutions. Through these three companies we provide customer-centric IT solutions and services to public sector markets, small- to mediumsized businesses, and enterprise, respectively.

Connection Public Sector Solutions is a premier reseller and leading National Solutions Provider to the public sector. We offer IT products and solutions to our extensive client base of public sector customers, including these market segments: Higher Education institutions, the Federal government, K-12 schools and state and local governments.

Connection has a 40+ year history of maintaining strong, long-standing manufacturer/vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 460,000 products from over 1,600 manufacturers. These established manufacturer relationships enable us to offer deep pricing discounts. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can recommend the most objective, effective, and cost-efficient solutions.

<u>The Future</u> – Ever-changing technology will continue to shape the way we work, communicate, and manage our lives. As technology continues to evolve, Connection

6



Public Sector Solutions will continue to be a national solutions provider that connects our customers with technology that enhances growth, elevates productivity, and empowers innovation.

Connection is the most qualified supplier and is ideally suited to service the County of Fairfax / GovMVMT contract resulting from this RFP, mainly due to our:

- long, rich, and successful history providing these services to our many public sector customers.
- decades of experience supporting and promoting regional and national State and Local and Education (SLED) and Federal cooperative and consortium contracts.
- experienced and highly trained Sales Team already in place and ready to service the County of Fairfax / GovMVMT and its PPAs.
- full technology solution expertise and experience in IT delivery nationwide
- objective solutions recommendations.



• **Subcontractors:** See response to 9.4, Offeror Qualifications and Experience #2 on page 24.



# 9.3. Proposal – Connection's Response

The Offeror shall provide a statement of all the products and services proposed, including conclusions and generalized recommendations. Proposals should be allinclusive, detailing Offeror's best offer. Following is a framework and questions to guide your organizations suggested solution. Address the following as completely as possible for each component of the Project in Special Provisions, Paragraph 3, General Definition of Products and/or Services and Special Provisions, Paragraph 8, Program Requirements.

 Include a complete listing of products and services proposed in the same order as Special Provisions, Paragraph 3, General Definition of Products and/or Services.

**3.1. Technology Products:** Connection is offering over 460,000 IT products, from over 1,600 manufacturers, from its full catalog. For a complete outline of the manufacturers and products being offered, please reference the following link: <u>Connection's Manufacturer / Product List</u>. In addition, Connection's standard web catalog can be viewed at <u>www.connection.com/ps</u>.

**3.2.** Technology Services and Solutions: Connection is offering sku'd services, made available by our OEM partners. Although, Connection offers a full scope of Professional Services, such as those outlined in Section 3.2 of RFP Solicitation 2000003549, we are not able to include a response to each of these as Services rates vary widely, based on the scope of work required. However, we would be pleased to provide estimates and/or a tailored Statement of Work on a case-by-case basis, upon request.

# 3.3. Cisco Products, Services and Solutions

1. <u>Cisco Products:</u> Connection is offering application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, unified communications, video, wireless, and any other products offered by Cisco.

2. <u>Cisco Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

# 3.4. HP Products, Services and Solutions

1. <u>HP Products:</u> Connection is offering Computers, Networking, Servers, Software, Storage as outlined in Section 3.4 of RFP Solicitation 2000003549, and any other products offered by HP.

2. <u>HP Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.



## 3.5. Dell Products, Services and Solutions

1. <u>Dell General Products:</u> Connection is offering laptops, notebooks, PDA's, desktops, workstations, thin clients, monitors, servers, accessories, battery back-up, power or surge, cables, data storage and drives, networking, digital imaging such as cameras and scanners, memory and system components, office equipment, sound and multimedia, telecommunications products, video monitors, cards and projectors, interactive whiteboards, DVD's, books, music and video., and any other products offered by Dell.

<u>Dell Software:</u> Connection is offering information management, data protection, data center and cloud management, mobile workforce management, security, access control, platforms and any other software offered by Dell.

2. <u>Dell Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

## 3.6. Panasonic Products, Services and Solutions

1. <u>Panasonic Products:</u> Connection is offering Communications Products, Security Systems, Personal Computers, Professional AV Equipment, Terminal, Soft Module Products, and Recording Media as outlined in Section 3.6 of RFP Solicitation 2000003549, and any other products offered by Panasonic.

2. <u>Panasonic Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

## 3.7. Veritas Products, Services and Solutions

1. <u>Veritas Products:</u> Connection is offering backup exec, information fabric technology platform, InfoScale, storage foundation high availability, system recovery and any other offered by Veritas.

2. <u>Veritas Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

# 3.8. VMware Products, Services and Solutions

1. <u>VMware Products:</u> Connection is offering data center and cloud infrastructure, networking and security, storage and availability, hyperconverged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application virtualization software, enterprise mobility management software and any other products offered by VMware.

2. <u>WMware Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

# 3.9. Apple Products, Services and Solutions

1. <u>Apple Products:</u> Connection is offering MacBook, MacBook Air, MacBook Pro, iMac, Mac Pro, Mac mini, iPad mini, iPad, iPhone, watch, iPod, Apple TV,



accessories for all products, apps, servers, music, support, and any other products, offered by Apple. Note: Apple Inc. prohibits Connection and all resellers of Apple branded products from reselling to K - 12 institutions.

2. <u>Apple Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

## 3.10. Google Products, Services and Solutions:

1. <u>Google Products:</u> Connection is offering a complete offering of Google products as outlined in Section 3.10 of RFP Solicitation 2000003549, and any other products offered by Google.

2. <u>Google Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

## 3.11. Amazon Web Services Products, Services and Solutions

1. <u>Amazon Web Services Products, Services and Solutions:</u> Connection is an authorized reseller of the complete Amazon Web Services (AWS) portfolio of web services including cloud-based solutions for websites, backup and recovery, archiving, disaster recovery, development and test, big data, high performance, databases, digital marketing, e-commerce, media and entertainment, mobile services, internet of things, enterprise IT, business applications, content delivery, health and any other solutions offered by Amazon Web Services.

2. <u>Amazon Web Services Solutions:</u> See response to 3.2 Technology Services and Solutions above.

#### 3.12. Microsoft Products, Services and Solutions

1. <u>Microsoft Products:</u> Connection is offering Devices, Software, and Apps as outlined in Section 3.12 of RFP Solicitation 2000003549, and any other products offered by Microsoft.

2. <u>Microsoft Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

## 3.13. Citrix Products, Services and Solutions

1. <u>Citrix Products:</u> Connection is offering XenMobile, ShareFile, Worx Mobile Apps, Concierge, XenApp, XenClient, XenDesktop, NetScaler, CloudBridge, CloudPlatform, XenServer, CloudPortal Business Manager and any other products offered by Citrix.

2. <u>Citrix Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

#### 3.14. NetApp Products, Services and Solutions

1. <u>NetApp Products:</u> Connection Gold certified and is offering hybrid data storage, software and converged infrastructure, enterprise all-flash data



storage, hardware and software for cloud storage and any other products, including standalone software offered by NetApp.

2. <u>NetApp Services and Solutions:</u> See response to 3.2 Technology Services and Solutions above.

**3.15.** Other Products, Services and Solutions: Connection is offering over 460,000 IT products, from over 1,600 manufacturers, from its full catalog. For a complete outline of the manufacturers and products being offered, please reference the following link: <u>Connection's Manufacturer List</u>. In addition, Connection's standard web catalog can be viewed at <u>www.connection.com/ps</u>.

In addition, please reference the Product Selection brochure for a large sampling of the manufacturers whose products we carry.



# **Product Selection**

Connection offers more than **460**,000 products—the broadest suite of IT solutions

— from all major industry manufacturers.



# Data Center

#### **Battery Backup**

APC Aruba Belkin CyberPower Eaton Liebert Tripp Lite

#### Cables

AddOn Networks Apple Belkin Black Box C2G OtterBox Siig StarTech Tripp Lite UNC Group V7

## Enterprise Storage

Acronis Cisco Commvault Compellent Dell EMC Hewlett Packard Enterprise Hitachi (HDS) IBM Lenovo Netapp Nutanix Overland Pure Storage Quantum Scale Computing SimpliVity Veeam Veritas VMware

#### Firewalls

Barracuda Networks Checkpoint Cisco Forcepoint ForeScout Fortinet NETGEAR Palo Alto SonicWALL Sophos Trellix VMware WatchGuard

# Hard Drives

Buffalo CMS Dell Fujitsu Hewlett Packard Enterprise HGST, a Western Digital Company IBM Intel Kanguru LaCie Seagate Toshiba Western Digital

#### **KVM Switches**

Aruba Aten Avocent Belkin D-Link IOGEAR Raritan StarTech.com TRENDnet Tripp Lite

#### Memory

Axiom Cisco Dell EMC EDGE Memory Hewlett Packard Enterprise IBM Kingston Technology Lenovo Micron

#### **Networking Software**

Aruba CA Cisco Citrix Cradlepoint Dell Juniper Networks Kemp Technologies Legato Microsoft Progress Software Solarwinds SUSE VMware

#### Security

Arctic Wolf Bitdefender CA (a division of Broadcom) Check Point Cisco CrowdStrike CyberArk Dell ESET ForeScout Fortinet HP. Inc. Intel Ivanti Kaspersky Microsoft Mimecast Palo Alto Networks **Rhombus Systems** RSA Security Secureworks Sophos Symantec (a division of Broadcom) Tenable Trellix Trend Micro VMware Watchguard Zix

#### Servers

Cisco Dell EMC Hewlett Packard Enterprise IBM Intel Lenovo Supermicro

## Server Racks

APC Black Box C2G Hewlett Packard Enterprise Hubbell IBM Lenovo Liebert Panduit Rittal StarTech Tripp Lite

#### Storage

Carbonite Cisco Commvault Dell EMC Hewlett Packard Enterprise Unitrends Veeam Veritas VMware

#### Switches

Aruba Black Box Cisco Dell D-Link Intel Juniper Networks Lenovo Linksys NETGEAR Ruckus Networks TRENDnet

# Software

## Utilities

CA (A division of Broadcom) Dataviz Diskeeper **IBM** Software Nuance Roxio Smith Micro Trellix Virtualization Citrix Microsoft Visioncore VMware Vultr Storage NAS Buffalo Cisco Dell EMC IBM Lenovo Linksys NETGEAR Overload ONAP Seagate Synology

## Tape Drives

Exabyte/Trandberg Hewlett Packard Enterprise IBM Lenovo Overland Quantum Sony

## **Tape Libraries**

Hewlett Packard Enterprise IBM Lenovo Overload Quantum Spectra Logic

# Workplace Transformation

#### Accessories

ЗM AKG AMX Anker Apple Belkin Bose Professional BTI Chief Manufacturing Cisco Crown C2G Da-Lite Dell EPOS Ergotron **GN** Netcom HP, Inc. IOGEAR Jabra JBL Kensington Keyspan Lenovo Logitech Microsoft Surface Peerless-AV Plantronics SHURE Targus Toshiba V7 Yamaha **Battery Backup** 

APC Belkin CyberPower Eaton Liebert Minuteman Tripp Lite Zinc5



#### Cables

Anker Apple Belkin Black Box C2G OtterBox Siig StarTech Tripp Lite UNC Group V7

#### Cases

Apple Axiom Belkin Case Logic (Thule) Dell Griffin/Incipio HP, Inc. InCase Kensington Lenovo Lifeproof Mobile Edae OtterBox Solo NY Targus Tripp Lite V7

#### **Charging Carts and Racks**

Acer Belkin Bretford Datamation Ergotron Griffin/Incipio Jar Jaco LocknCharge V7

#### Chrome

Acer ASUS Dell Google HP, Inc. Lenovo Samsung

#### Collaboration

Barco ClickShare Bigtincan Cisco Intel PatientSafe Solutions TigerConnect

#### Copiers

Canon Dell Lexmark Sharp Xerox

#### Data Capture and Point of Sale

Cherry Datamax/O'Neil Dell ELO Touch Systems Epson Honeywell HP, Inc. Intermec Technologies Magtek Pioneer Planar Socket Mobile Star Micronics Topaz Wasp Barcode Technologies Zebra

#### Desktops

Acer Apple ASUS Dell Fujitsu HP, Inc. Intel Lenovo MSI

#### **Digital Signage**

ЗM Advantech Airtame Aopen AppSpace Barco ClickShare BenO Black Box Corp. Brightsign C2G (Cables To Go) Chief Manufacturing Christie **Cirrus Systems Connection Services Creative Realities** Crestron ELO Touch Systems Google Jamboard InFocus Corp. LG Electronics Legrand AV Matrox Microsoft Surface Hub Navori Sharp NEC Displays Omnivex Optoma Technology Panasonic Peerless-AV Philips **Planar Systems** Promethean Samsung Scala Seneca Data SHARP Sharp NEC Displays SignageLive Snap Install Sonv Spectrio Steelcase Sunbritetv TAG Global Systems Touchsystems TSItouch ViewSonic Visionect WePresent ZeeVee

#### Furniture/Mounts

Adtec Chief Manufacturing Ergotron Fellowes Peerless-AV Salamander Designs V7

#### Gaming

Acer AMX ASUS Crown Dell HP, Inc. JBL Logitech Lenovo MSi PNY VENTEV

Graphics

Adobe Autodesk Corel Enfocus Extensis Microsoft Pantone Quark

#### **Hard Drives**

Buffalo CMS Dell Fujitsu Hewlett Packard Enterprise HGST, a Western Digital Company IBM Intel Kanguru LaCie Seagate Toshiba Western Digital



#### **Mobile Device Management**

Imprivata Intel Jamf Mobile Iron TRUCE Software VMware Workspace One/ Airwatch

#### Modems

D-Link Linksys TRENDnet USRobotics

#### Monitors

ЗM Acer AOC Apple ASUS Avocor Barco BenO Christie Dell DoubleSight Elo Touch Systems Eizo HP, Inc. IOAN Lenovo LG Microsoft Peerless-AV Peerless Outdoor Monitors Philips Planar Promethean Samsung Sharp NEC Display Sonv SunBrite Outdoor Monitors TsiTouch V7 ViewSonic

## **NIC Adapters**

AddOn Networks Axiom Belkin Dell D-Link Hewlett Packard Enterprise Intel Linksys QLogic NETGEAR SIIG TRENDnet

#### Notebooks

Acer Apple ASUS Dell Dynabook Fujitsu Google HP, Inc. Lenovo Microsoft Surface MSI Panasonic Samsung

#### Plotters

Epson HP, Inc.

#### Printers

Brother Canon Epson HP, Inc. Konica Minolta Lexmark Sharp Troy Systems Xerox

#### Projectors

Acer ASUS BenQ Casio Christie Dell Epson Optoma Panasonic Sharp NEC Display Sony ViewSonic

## Routers

Cisco Cradlepoint D-Link Hewlett Packard Enterprise Linksys NETGEAR TP-Link TRENDnet

#### Scanners

Ambir Brother Canon Epson Fujitsu HP, Inc. IRIS KodakAlaris Visioneer Xerox

#### Server Hard Drives

Axiom Cisco Dell EMC Hewlett Packard Enterprise HGST, a Western Digital Company IBM Intel Lenovo Seagate Western Digital

# **Tablets and Handhelds**

Acer Apple ASUS Dynabook Fujitsu HP, Inc. Lenovo Microsoft Surface Motion Panasonic Samsung Xplore Zebra

#### Thin Clients

Dell Wyse HP, Inc. Lenovo

#### **Unified Communications**

AudioCodes Avaya Bose Professional Buehl Cisco D-Link EPOS Hamilton labra Lenovo Lifesize Microsoft Surface Mitel Poly Spracht V7



#### Video and Graphics Accelerators

AMD Apple ASUS ATI Barco Cisco Dell Eizo eVGA Gigabyte Technology HP, Inc. laton Lenovo Matrox MicroStar International MSI **NVIDIA** Pine Technology **PNY** Technologies Sapphire Technology VisionTek Zotac

#### Videoconferencing

AMX AKG AudioCodes **Bose Professional** Cisco Intel Jabra (Panacast) JBL Lenovo Lifesize Logitech Microsoft Surface Hub Microsoft (Teams) Poly Sony VoIP Yamaha Zoom

#### Wireless

Adtran Aerohive Alvarion Apple Aruba Belkin Cisco Dell D-Link Extreme Networks Fortinet IBM Intel Juniper Networks Linksys MIST NFTGFAR Ruckus Networks TP-Link Trendnet

# Workstations

Acer Apple ASUS Dell HP, Inc. Lenovo

# XaaS

#### Telehealth

Advantech Amico Capsa Ergotron VitelNet

#### **Enterprise Security**

Axis Communications Barracuda Networks CA (a divison of Broadcom) Check Point Cisco CrowdStrike FireEve Forcepoint ForeScout Fortinet Hewlett Packard Enterprise Imprivata Ivanti Kaspersky McAfee Microsoft Mimecast Palo Alto Networks Proof Point RSA Security SonicWALL Sophos Symantec (a divison of Broadcom) Trend Micro VMware WatchGuard

# Software

Adobe Apple ATI Autodesk Bigtincan **Business Objects** Cisco Corel Creative Labs DataCore Embarcadero Enfocus Erwin Extensis FileMaker Frontrange Solutions Google GPS Insight Imprivata Hypersign **IBM Software** Intel Intuit Jamf Mobile Iron Microsoft Navori Nuance NVIDIA Omnivex Pantone PatientSafe Solutions Ouark Sage Spectrio SignageLive TigerConnect **Tonic Solutions** VMware Yosicare

#### Utilities

CA (a division of Broadcom) Dataviz Diskeeper IBM Software McAfee Nuance Roxio Smith Micro



#### Virtualization

Citrix Microsoft

Vizioncore

VMware

#### NAS

Buffalo Cisco Dell EMC IBM Lenovo Linksys NETGEAR Overland QNAP Seagate Synology Western Digital

#### **Tape Drives**

Exabyte/Tandberg Hewlett Packard Enterprise IBM Lenovo Overland Quantum Sony

#### **Tape Libraries**

Hewlett Packard Enterprise IBM Lenovo Overland Quantum Spectra Logic

> For more information about industry-leading solutions and services focused on your needs, contact an Account Manager today.

Business Solutions 1.800.800.0014

Enterprise Solutions
1.800.369.1047

Public Sector Solutions 1.800.800.0019

#### www.connection.com/Certifications-Authorizations

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• <u>Transition Plan:</u> If applicable to the Product, Service or Solution, the Offeror shall prepare and submit to the County for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of the Products, Services and Solutions to the Offeror with minimum disruption to the County's operations.

Upon award, Connection will work together with the County of Fairfax / GovMVMT to develop a mutually agreeable transition and implementation plan to set forth the key milestones and the tasks to be completed.

Our implementation methodology entails establishing service levels and expectations in advance, so that performance goes smoothly, in accordance with mutually agreed upon standards. We have found that every customer's needs are unique, and we do not have a one plan approach.

The County of Fairfax / GovMVMT's contribution is crucial to implement a successful transition to the Technology Products, Services and Solutions.

To help to ensure the success of this program, County of Fairfax / GovMVMT's contribution will be necessary to work with Connection in the following ways:

- Identifying needs and expectations at the beginning of the relationship.
- Defining preferences and requirements within our internal systems (e.g., specifying order requirements so that products only ship as complete orders, only ship via ground, etc.) to prevent errors from occurring.
- Soliciting ongoing feedback to tailor processes and procedures to individual company needs.
- Provide open communication and complete transparency as these are critical to the success of any business relationship.
- Pass along customer feedback and performance assessment, both positive and negative. Feedback is welcomed as often as necessary.

By partnering with Connection, the transition to this new contract for any existing Public Agency customers' accounts to the Master Agreement will be seamless, efficient, and done with ease.

New contract pricing will be integrated within the Connection-created e-Procurement County of Fairfax / GovMVMT site and will be available on Day One of the new contract, resulting in no downtime. At that point, Connection will reach out to members to discuss the new Master Agreement and their individual, dedicated eCommerce sites.

The following list is a sampling of Connection's methods/opportunities that will be utilized to transition accounts to the new Master Agreement resulting from this RFP:

- Set up strategy sessions with the County of Fairfax / GovMVMT field team;
- Targeted call campaigns for each state talking about the value of the County of Fairfax / GovMVMT contract;
- Participate in events with County of Fairfax / GovMVMT;



- Set up customized websites for e-Procurement and B2B customers;
- Provide marketing and information about County of Fairfax / GovMVMT for regional and national shows and summits;
- Create unsolicited proposals for acquisitions customers with County of Fairfax / GovMVMT;
- Educate and work with major and emerging technology manufacturers with County of Fairfax / GovMVMT PPAs;
- Create member specific agreements using the baseline of the Master Agreement;
- Create special bundles and vertical specific solutions under the Master Agreement
- Partner with other key GovMVMT contract holders to bring complete, dynamic offerings to PPAs;
- Support all GovMVMT regional summits as a top supplier;
- Work with GovMVMT executive team on development of an Amazon like Marketplace specific to Education and State and Local.
- Communication of the awarded Master Agreement will be done verbally, with all existing and new customers, as well, in the following ways:
- Co-branded email to entire Connection's education and state and local agency List highlighting Master Agreement and special offers for PPAs
- Listed on contracts page linking to customized GovMVMT contract webpage
- Social media campaign to increase awareness of Master Agreement
- Webinar with GovMVMT PPAs
- Custom collateral

Connection's sales force is instrumental in informing customers of the benefits of this Master Agreement 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 Master Agreement can satisfy them. Connection will target certain manufacturers to create GovMVMT-specific solutions and pricing, allowing for acquisition savings for GovMVMT PPAs. 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.

<u>Product, Service or Solution Plan:</u> Submit a Plan (preferably in MS Project format) to describe, to the best of your ability what steps your organization will take to ensure, all times, tasks, and resources associated with the implementation of the Products, Service or Solution runs smoothy.
 On day one of an award, Connection will have already completed the necessary due diligence and technical steps required to implement the contract and quote, order, and deliver the products and services outlined within this proposal.

Connection's experienced team of account managers will be available and fully trained to respond to questions, provide quotations and ship orders immediately upon the contract's inception.



Administratively, Connection utilizes contract management tools to provide the accurate and timely reporting required in this Technology Products, Services and Solutions' RFP.

• <u>Client Relationship Management:</u> Describe the communications scheme that your organization will use to keep the County informed about the progression of the Product, Service or Solution.

Connection staffs a team of Business Development Managers (BDM). BDMs will conduct monthly business performance reviews with Purchasing and other departments, to ensure contract compliance as well as onsite visits to update the County of Fairfax / GovMVMT on contract purchases, discuss new product offerings, discuss industry trends, provide upcoming offerings from Connection, discuss services options and to listen and learn about any potential issues or concerns. Additionally, Connection's Vertical Alliance Managers for the State & Local, K-12, and Higher Education public sectors are available to meet as often as needed to discuss trends being seen across the country in the public setor landscape. Connection understands that technology is a constantly developing subject and is committed to keeping our customers well informed of these constant shifts.

A standard practice is for the Connection team to provide vendor specific roadmaps as well as direct contact with manufacturer representatives to offer the most comprehensive product support. Connection makes best efforts to provide six months notification of the end-of-life of a specified model through the provision of roadmaps and other product notices as provided to us by the manufacturers.

Our intent is to provide complete transparency to our processes and a means to ensure continuous improvement. If you need us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

• <u>Risk Management:</u> Describe the risks associated with the Product, Service or Solution Plan or associated Agreement. What contingencies have been built in to mitigate those risks?

Connection is a global supplier of information technology equipment and services. Specifically, the Connection Public Sector Group has been deemed an essential business and supports measures that have been adopted in several states to manage and curb the COVID-19 outbreak. Connection has implemented steps to protect the health and safety of employees at all its facilities nationwide. As a critical infrastructure industry, Connection has been and will continue to operate to serve our customers as this pandemic continues, providing IT equipment and technology to federal agencies, state and local governments, K-12 schools, higher education institutions, hospitals, and healthcare facilities located throughout the country.

Our COVID-19 preparedness plans are part of a company-wide business resiliency program. The goal of these measures is to enable us to support our customers with a minimal level of disruption. Connection currently sources technology products from warehouse facilities across the country. If any facility is impacted, we can seamlessly change the sourcing to alternate location to keep our supply chain running efficiently



and effectively. Connection considers the safety and well-being of its people to be critically important. To that end, we have mandated and increased visitor screening and enhanced cleaning at our facilities, implemented employee travel restrictions and reconfigured facilities to adhere to Centers for Disease Contract and Prevention guidelines and recommendations. Under normal business conditions, approximately 25% of our workforce is remote. We have expanded that to all positions that can perform remotely and have provided the equipment and tools for all employees to do so with the same efficiency.

Connection is organized to address the specific needs of the markets we serve. Connection Public Sector Solutions is as an independent wholly owned entity under the Connection family of affiliated companies that was organized specifically to and has a long history of supporting Public Sector customers that have been impacted by natural disasters, government shutdowns and various budgetary issues. We employ rigorous risk analysis before contract formation and continuous improvement processes during the contract lifecycle to identify and mitigate potential issues. If issues arise that require changes to the core terms of the contract, Connection works with customers to minimize negative impacts.

In addition, listed below are additional examples of potential risk situations and Connection's solutions to mitigate these risks.

1. Risk Description: In the event of a natural disaster or force majeure event, our business could be materially adversely affected by system failures, interruption, integration issues, or security lapses of our information technology systems or those of our third-party providers.

Solution: Connection has a business continuity plan in place to mitigate service interruption and understand the importance of a disaster recovery plan. By being prepared for these circumstances, internal issues are minimized and the effects that may be felt by our customers. One process that could directly affect our customers is our distribution process. By utilizing various distribution partners located throughout the country, we can ship from different locations and still process and deliver orders if something compromises another location. Internally, our IS systems are backed up on a regularly scheduled basis. To increase security, the backup information is stored off-site. This gives us the ability to reconstruct and resume our daily operations no matter the cause for the disruption. We also have instituted personnel contingency plans. We have Account Managers and support personnel at several locations across the country. If one area of the country is affected, we can reroute our customers to another location to handle requirements.

2. Risk Description: As a reseller and not the manufacturer, Connection relies on the manufacturer to supply products and provide product information/updates. The perceived risk is that there could be a delay in the transfer of information from the manufacturer to the customer.



Solution: As a reseller, Connection does not have control over product changes, however, we pride ourselves in quick and accurate communication of such changes. We strive to keep our customers updated on any changes in real-time. Your account team will be in direct contact with our product management group, providing a lifeline to our manufacturer vendor partners. This group works directly with our partners to keep a pulse on advances in technology and attain the authorizations to offer indemand product lines to our customers. In turn, the Product Management Team works closely with OEM partners to train our Account Managers on up-to-the-minute technologies, manage our ability to procure and stock inventory, and ensure items remain competitively priced. We have the ability and the track record to successfully service our customers' complete IT product and solution needs qualifying us to be to a world-class vendor and the State of Utah's one-stop-shopping partner.

3. Risk Description: A customer may require expedited, overnight delivery of products. Our risk is that, once we fulfill the order, Connection uses outside, courier/delivery services to deliver our products, therefore, we are reliant upon their performance and on time delivery.

Solution: Connection's online digital marketplace offers the option for the customer to select a variety of delivery options, nationwide. Each is priced upon order, so the customer is aware of any additional charges for expedited delivery charges in advance.

4. Risk Description: A customer wants to place a high-volume order but does not have the space to store purchased product. The risk to Connection is two-fold: 1) The customer may not place the order if there is no way to store the product; 2) If the customer doesn't place the high-volume order at one time, there may be inventory availability issues with the manufacturer down the line, causing our customer to be dissatisfied.

Solution: The customer communicates the need for product and storage to the account team and Connection will provide an inventory/storage solution for customer products. Customer will purchase the high-volume order in advance, and Connection will inventory, ship, and track the product, as needed. Customer will be able to check availability of inventoried product as well.



# 9.4. Offeror Qualifications and Experience – Connection's Response

Offeror Qualifications and Experience, 9.4., #1: The Offeror shall describe its qualifications and experience related to the programs and services proposed. Describe Offeror's ability to meet or exceed requirements in the Special Provisions, Paragraph 8, Program Requirements.

Special Provisions, Paragraph 8, Program Requirements have been included below, followed by Connection's responses.

# 8. PROGRAM REQUIREMENTS

8.1. Qualified Offerors may be authorized resellers of the Products, Services and

Solutions listed in, paragraph 3, General Definition of Products and/or Services or direct manufacturers of the Products, Services and Solutions.

1. Offerors who are resellers must represent, sell and service the Products, Services and Solutions listed in, paragraph 3, General Definition of Products and/or Services or explain in detail how the products it does offer are able to satisfy the underlying requirement in a cost-effective manner. If the Contractor proposes a solution that will require the Fairfax County to execute a EULA, either as a signed agreement or as "clickwrap", with a software manufacturer, the Contractor shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of Fairfax County's "License Agreement Addendum" attached as Attachment C and provide a copy of each such consent with its proposal.

Connection is an authorized reseller of over 460,000 IT products and services from over 1,600 manufacturers. See Connection's response to 3.1 - 3.15 in the Proposal section. All equipment purchased under this RFP, via Connection, come with the standard warranty offered by the manufacturer. As Connection is the reseller and not the manufacturer of the products offered within this RFP, the manufacturer warranty on all products purchased through Connection, will be passed through to County of Fairfax / GovMVMT purchasers.

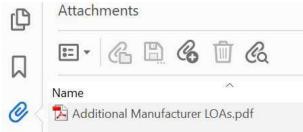
Members should notify their Account Manager, within 30 days of purchase, to return defective product, for repair or replacement, for up to 30 days from the date of receipt. (Reference our return policy, via the link below, for complete details and restrictions.) After this period, the individual manufacturer's warranty/return policy will come into effect. <u>Connection Customer Service Page.</u> However, rest assured, even after the manufacturer's warranty process is in place, your Account Manager will be able to assist, if needed, between the member and the manufacturer. This may include, but will not be limited to, conference calls, web demonstrations and/or customer visits. In fact, very often, one of our technicians can solve the problem, before we even need to engage manufacturer resources.



As Connection is the reseller and not the manufacturer, at the time of purchase from the customer, the EULA and its terms will be negotiated between the manufacturer and the customer. The manufacturer will make its EULA available for review and it must be agreed to at or before the time the software or other licensed product is installed or accessed for the first time by the end user. The manufacturer would be provided Fairfax County's "License Agreement Addendum" and be asked to provide written consent to Fairfax Counties terms and conditions. It is the end user's responsibility to review, understand and agree to the terms of any such EULA.

- Offerors who are direct manufacturers or providers of a category of product, service or solution described in paragraph 3 may only respond with their Products, Services and Solutions in that category. N/A
- 8.2. Qualified Offerors of the following Products, Services and Solutions shall meet and provide proof of manufacturer partner certification level unless Offeror itself is a manufacturer of the Products, Services and Solutions:
  - 1. Cisco Gold Certified Partner
  - 2. HP Gold or Platinum partner
  - 3. Dell Partner Direct Preferred or Premier Partner
  - 4. Panasonic Authorized Reseller Partner
  - 5. VMware Enterprise or Premier Partner
  - 6. Microsoft Gold Certified Partner
  - 7. Citrix Gold Solutions Advisor or Platinum Solutions Advisor
  - 8. NetApp Platinum or Star Partner

The County also encourages each Offeror to furnish information on any certification from, or other business agreement with, a Manufacturer not shown in the above list but nevertheless involved in the provision of one or more of the items described in Special Provisions, Paragraph 3, General Definition of Products and/or Services. Proof of Connection's manufacturer partner certification levels have been included on the following pages. As an authorized reseller of over 1,600 manufacturers, including all letters within this response would be extremely cumbersome. Included on the following pages are the requested letters of authorization from several manufacturers. Additional letters of authorization have been included as an attachment to this proposal pdf.



Connection's Certifications and Authorizations brochure is also included to demonstrate the depth of our authorizations.

# ··|···|·· cisco

# Cisco Partner Program Role Letter

Date: February 27, 2023

To: County of Fairfax, VA 12000 Government Center Parkway; Suite 427 Fairfax, VA 22035

Bid Number RFP# 2000003549 FOR TECHNOLOGY PRODUCTS, SERVICES AND SOLUTIONS or Project Name:

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, Connection is a Cisco authorized Gold Integrator partner and that Cisco and Connection have entered into an agreement for the purchase and resale of Cisco products and/or services (the "**Agreement**").

This means that Connection has complied with the Cisco partner program requirements and is duly authorized to purchase and resell Cisco products in United States of America as well as negotiate the terms and conditions of support and maintenance services on Cisco products, in accordance with the terms and conditions of such Agreement.

Furthermore, Connection is specialized in the following Cisco technologies:

Gold Integrator Certified Partner

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized partners are reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate and shall be valid for six (6) weeks from such date.

If you need any additional information, please do not hesitate to contact Natasha Spears at nspears@cisco.com.

Ana Lula

Brian Dulac, Director, Finance

Cisco Systems, Inc.



# **HP Amplify Membership Certificate**

Effective November 1, 2022 to October 31, 2023.

Company Legal Name: PC Connection Inc (3-HSGW-8279) Company DBA Name PC Connection Sales And Services

is a member of the HP Amplify Partner Program with the following designation(s):

HP Amplify Power Services Partner Amplify Education Solutions Specialist Amplify Public Sector Network Healthcare Specialist Managed Print Services Print Lifecycle Services Specialist

Amplify Healthcare Partner Network Education Solutions Specialist LF Design Solutions PS Lifecycle Services Specialist Service Delivery Authorized Partner

Kolai Elkon

Kobi Elbaz SVP & General Manager, Global Channel Organization

Stephanie Dismore

Stephanie Dismore Managing Director North America



HP Inc. 501 Page Mill Road Palo Alto, CA 94304 USA

hp.com

February 23, 2023

PC Connection Sales And Services PC Connection Inc 730 Milford Rd Merrimack, New Hampshire, 03054

To whom it may concern:

PC Connection Inc is an HP Authorized Partner in the US to resale to end user customers in the US. Print and supplies product lines are closed and managed by the HP US Qualified program. Being an authorized partner does not mean you have automatic qualification to buy and sell print and supplies, and the services associated with them.

PC Connection Inc holds the following additional authorizations:

- US Direct Response Addendum since 18-May-2011
- HP US Agent Addendum since 18-May-2011
- HP Source Volume Purchase Addendum (VPA Program) since 18-May-2011
- US Internal Purchase Program Addendum since 18-May-2011
- US PS Fulfillment Entity Addendum since 15-Apr-2014
- US Qualified Supplies Partner Program since 01-Nov-2014
- US Qualified Print Partner Program since 01-Nov-2015
- US Public Sector R2R Exception Addendum since 13-Jun-2018
- US Qualified BPS Partner Program since 09-May-2022
- US Qualified CPS Partner Program since 09-May-2022

HP Point of Contact for Partner Authorization verification is listed below: hp.amspartnersupport@hp.com/ 1-844-305-6881 Opt. 2, 3 or 4

Customers can also locate or confirm partners through the HP Partner Locator at http://www8.hp.com/us/en/store-finder/index.do

Sincerely,

Diego Casal S.

Diego Casal HP Inc. North American Contracts Manager





02/27/2023

# PC CONNECTION – MM 730 MILFORD RD MERRIMACK NH 03054-4612 US MERRIMACK, New Hampshire 03054 US

RE: Dell Technologies<sup>1</sup> Partner Program - Authorized Reseller Reseller: PC CONNECTION – MM

This letter confirms that as of the date written above, Reseller identified above is currently an authorized reseller participating in the Dell Technologies Partner Program. This relationship authorizes Reseller to resell Dell and Dell EMC products and services to commercial end-users <sup>2</sup> in accordance with the Reseller Terms of Sale at <u>www.dell.com/resellerterms</u> or the EMC Channel Partner Reseller Agreement as applicable, and the Dell Technologies Partner Program Agreement.

Warm regards,

Rola Dagher Global Channel Chief

<sup>&</sup>lt;sup>1</sup> "Dell Technologies" refers to the business unit previously referred to as "Dell" and "Dell EMC" and excludes Secureworks and VMware (incl. Pivotal) business units.

<sup>&</sup>lt;sup>2</sup> This letter is not an authorization to resell Dell or Dell EMC products to Federal end-users or to end-users prohibited by the Dell Technologies Partner Program Agreement, the Dell Technologies Reseller Terms of Sale, Partner's existing EMC Channel Partner Reseller Agreement, or any reseller terms applicable to products from a Dell Technologies Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business.



February 27, 2023

Fairfax County, Virginia Yong Kim, Contracts Specialist Department of Procurement & Material Management 12000 Government Center Parkway, Suite 427 Fairfax, VIRGINIA 22035-0013 yong.kim@fairfaxcounty.gov 703-324-3217

Ref: Panasonic Notation Letter of Authorization – GovConnection, Inc. dba Connection Public Sector Solutions PANID: P000793

GovConnection, Inc. dba Connection Public Sector Solutions D'Arcy Mello, Proposal Writer 732 Milford Road Merrimack, NH 03054 <u>darcy.mello@connection.com</u> 800-800-0019 ext. 33811

Panasonic Connect North America (Connect NA) notates that GovConnection, Inc. is authorized to sell and deploy Computers, Tablets, Rugged Handheld, Visual Solutions, Professional Audio, Broadcast Cinema, and Professional Video Systems products as associated with RFP 2000003549.

Should you have any further questions, please contact us directly at <u>contracts@us.panasonic.com</u>.

Sincerely,

Sandra Mondesir-Wyche Sr. Planning Administrator, Business Operations Panasonic Connect North America, Division of Panasonic Corporation of North America



VMware, Inc. 3401 Hillview Avenue, Palo Alto, CA 94304

#### GovConnection 7503 Standish Place Rockville, MD, 20855-2731, UNITED STATES

3-June-2022

www.vmware.com

#### **MANUFACTURER'S AUTHORIZATION FORM** (VMware Partner Connect Partner – US Only)

VMware, Inc., a company organized and existing under the laws of Delaware, with its principal place of business at 3401 Hillview Avenue, Palo Alto, California 94304 ("VMware") hereby confirms that, as of the date above, **PC Connection, Inc.**, with its principal place of business at **Route 101A, 730 Milford Road,**, **Merrimack, NH, 03054, UNITED STATES**, ("**Partner**") is a VMware authorized Partner Connect partner. VMware is a supplier and issuer of VMware equipment, and software licenses and provider of services, in the United States.

As a member of VMware's Partner Connect Program, Partner is authorized to (a) resell VMware offerings; (b) acquire and utilize VMware's software licenses to provide Partner-hosted services which Partner offers pursuant to Partner's terms of service; and (c) acquire and utilize VMware's cloud service offerings in support of Partner's managed service offerings, which Partner offers pursuant to Partner's terms of service.

Under the resell authorization, Partner is authorized to: (1) submit a bid which includes VMware equipment, licenses, and services and (2) if selected, purchase the VMware equipment, licenses, and services through a VMware authorized Distributor and resell such VMware equipment, licenses, and services in **UNITED STATES** as per the terms and conditions of the VMware Partner Connect Agreement between Partner and VMware.

When Partner is reselling VMware offerings, VMware shall (a) deliver the VMware equipment, licenses, and services to end user and (b) fulfill all associated warranty and support obligations the applicable end and conditions (<u>https://www.vmware.com/download/eula.html</u>) subject to user terms and the applicable Support and Subscription Terms and Conditions (http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-support-terms-conditions.pdf).

Partner has indicated a desire to purchase the above-referenced VMware offerings through Ingram Micro Inc which VMware hereby confirms is a VMware authorized Distributor in the above referenced territory.

VMware, Inc.

TKEL

Kaushik Ram Senior Director, Global Partner Programs



February 17, 2023

Connection, Inc.

730 Milford Rd

Merrimack, NH 03054

Re: PC Connection; GovConnection; MoreDirect Surface Letter of Authorization

This letter is to confirm that Connection is authorized to resell Microsoft Devices at the Platinum level, including Microsoft Surface and accessories.

This authorization is effective through June 30, 2023, and is renewed annually. Connection has held status as a Microsoft Authorized Device Reseller since the inception of our program in 2014 and is a partner in good standing.

Tiffany Downey Partner Development Manager Microsoft 1 Microsoft Way Redmond, WA 98052 scmccorm@microsoft.com 586-489-3971

# Microsoft

March 17, 2023

To whom it may concern:

I hereby confirm that PC Connection, Inc. has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Cloud Partner Program.

PC Connection, Inc. (Partner ID: 1015394) 730 MILFORD RD MERRIMACK, NH - 03054-4612 **United States** 

Solutions Partner : Demonstrate technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud.

- Solutions Partner for Infrastructure (Azure)
- Solutions Partner for Data & AI (Azure)
- Solutions Partner for Digital & App Innovation (Azure)
- Solutions Partner for Modern Work
- Solutions Partner for Security

Specializations : Validate deep technical expertise in specific technical scenarios aligned to the Microsoft Cloud.

- Calling for Microsoft Teams
- Teamwork Deployment
- Identity and Access Management
- Information Protection and Governance
- Threat Protection
- Infra and Database Migration
- Infra and Database Migration

# Microsoft

**Expert Programs :** Evaluates a partners' people, processes, and tools and recognizes those who had proven expertise providing managed services across the end-to-end cloud lifecycle at scale. You distinguish your organization's sustainable, repeatable, and efficiently managed services across the full cloud lifecycle, allowing your customers to focus on their business priorities.

• Azure Expert Managed Service Provider (MSP)

To learn more about how these Microsoft designations represent this partner's capabilities, please visit: <u>https://aka.ms/MicrosoftSolutionsPartner</u>.

Best Regards,

Dierzy

Dan Rippey Program Director for the Microsoft Cloud Partner Program

**Microsoft Corporation** 

This information is current as of March 17, 2023 and this letter of certification is valid until April 16, 2023.

# citrix

**Citrix Partner Authorization Letter** 

Americas

March 17, 2023

GovConnection 7503 Standish Pl Rockville, MD 20855-2731 USA

To Whom It May Concern,

This letter is to confirm that GovConnection, Org ID# 70448HQ, of Rockville, MD is a PLATINUM Citrix Solution Advisor and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from 8/1/2022 through 1/31/2024.

Regards,

Denise Mendez Director, Americas Channel Operations



851 Cypress Creek Road, Fort Lauderdale, FL 33309, USA 954 267 3000 Phone 800 424 8749 Toll Free citrix.com



# **Certifications and Authorizations**



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

# **Partner Authorizations**

#### Adobe Platinum

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

#### **APC Elite**

#### **Apple Corporate Reseller**

- Apple Authorized Service Provider (AASP)
- Apple Certified Support Professional (ACSP)

#### Audiocodes Platinum Partner

#### Autodesk Volume Channel Partner (VCP)

#### **Avaya Emerald Partner**

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

#### Broadcom Select Partner

- Archiving and E-Discover
- Core Security
- Cyber Security Services
- Data Protection
- Encryption
- Endpoint Management
- Enterprise Security
- High Availability
- Information Protection
- Mobility Solutions
- Storage Management
- Threat Protection

#### **Check Point 3 Stars Partner**

#### **Cisco Gold Integrator Partner**

- Advanced Collaboration Architecture Specialization
- Advanced Data Center Architecture Specialization
- Advanced Enterprise Networks Architecture Specialization
- Advanced Security Architecture Specialization
- 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)
  - Data Center
  - Route Switch
  - Security
  - Wireless
- Cisco Certified Network Professional
  - Collaboration and Security
  - Data Center
  - Route Switch
- Cisco Hyperflex Authorization
- Cisco IoT Authorization
- Cisco ISE System Engineer
- Cisco Security Masters
- Cisco Unity Support Specialist
- Collaboration Architecture Design Specialist
- Collaboration SaaS Authorization
- Collaboration Support Specialist
- Collaboration Systems Engineer
- Customer Experience Specialization
  - Advisor Enterprise Networking Advisor
  - Collaboration Adoption Advisor
  - Data Center Adoption Advisor
  - Enterprise Agreements Adoption Advisor
  - Security Adoption Advisor
- Data Center Application Services Support Specialist
- Data Center Architecture Design Specialist
- Data Center Unified Fabric Support Specialist
- IoT Advantage Specialization
- Lifecycle Advisor for Collaboration
- Lifecycle Advisor for Enterprise Agreements
- Lifecycle Advisor for Enterprise Networking
- Master Security Certification
- Security Architecture Systems Engineer
- Unified Computing Technology Field Engineer

#### **Cisco Specializations**

- Advanced Collaboration Architecture
- Advanced Data Center Architecture
- Advanced Enterprise Networks Architecture
- Advanced Security Architecture
- Cisco ONE-Access
- Cisco ONE–Data Center
- Cisco ONE–WAN
- Collab ELA UC WBX OnPrem TP PC

- Hyperflex Resellers Authorization
- IoT Authorized Partner
- U.S. Federal Authorization
- Webex Telepresence Program

#### **Citrix Platinum Solution Advisor**

- Citrix Cloud Integrated Apps and Data Suite
- Citrix Cloud Lifecycle Management
- Citrix Cloud Virtual Apps and Desktops
- Citrix Cloud Virtual Desktops
- Citrix NetScaler
- Citrix NetScaler Gateway
- Citrix NetScaler SD-WAN
- Citrix ShareFile
- Citrix Workspace Suite
- Citrix XenApp
- Citrix XenDesktop

#### Commvault Premier Partner

#### CompTIA

- CompTIA Network
- CompTIA Security
- CompTIA Server

#### **CrowdStrike Authorized Partner**

#### DataDog Authorized Reseller

#### **Dell Technologies Titanium Partner**

- Converged Infrastructure
  - Converged/Hyperconverged Infrastructure Services VCF on VxRail Deployment
  - Converged/Hyperconverged Infrastructure Services VxRail Deployment
- Core Client
- Data Protection
  - Data Protection Services Integrated Data Protection Appliance – DP4400 – Deployment
  - Data Protection Services PowerProtect DD Deployment
  - Data Protection Services RecoverPoint Deployment
- Networking
- Server
- Storage
  - Storage Services PowerStore Deployment
  - Storage Services SC Series Deployment
  - -Storage Services Unity Deployment

#### **Digital Signage Experts Group Certifications**

- AVIXA Certified Technology Specialist
- Digital Signage Certified Expert (DSCE) certified
- Digital Signage Content and Media Expert (DCME) certified
- Digital Signage Display Expert (DSDE) certified
- Digital Signage Network Expert (DSNE) certified

#### Fortinet Platinum Partner

#### Google Premier

- Google Chrome Enterprise
- Google Cloud Platform
- Google for Education
- Google G Suite Enterprise for Education
- Google Workspace
- Google Workspace Enterprise for Education

#### Hewlett Packard Enterprise Platinum

- Aruba Certified Design Experts (ACDX)
- Aruba Certified Mobility Professionals (ACMP)
- Aruba Certified Switching Professionals (ACSP)
- HPE Data Center Network Integrators (HPE ASE)
- HPE FlexNetwork Integrators (HPE ASE)
- HPE FlexNetwork Solutions (HPE Master ASE)
- HPE Hybrid IT Solutions Architect (HPE ASE)
- HPE Sales Certified Aruba Products and Solutions
- HPE Sales Certified Hybrid Cloud Solutions
- HPE Server Solutions Architects (HPE Master ASE)
- HPE Storage Solutions Architects (HPE Master ASE)

#### HP, Inc. Premier Power Services

- HP, Inc. Authorized Professional Services Partner (APSP)
- HP, Inc. Authorized Support Partner (ASP)
- HP, Inc. DaaS Specialist
- HP, Inc. Desktop, Workstations, and Notebooks (APS)
- HP, Inc. DesignJet Specialist
- HP, Inc. Digital Signage Solutions
- HP, Inc. Education Solutions Specialist
- HP, Inc. Flow CM
- HP, Inc. HA LaserJet Solutions (APS)
- HP, Inc. Healthcare Specialist
- HP, Inc. Imaging and Printing Solutions (APC)
- HP, Inc. Managed Print Specialist Select
- HP, Inc. Partner First Healthcare Specialist
- HP, Inc. Retail Point of Sale (ASC)
- HP, Inc. Technical Production Specialist
- HP, Inc. Verified Online Supplies Reseller

#### IBM Silver Business Partner

• IBM Midrange Storage Certified

#### Intel® Technology Provider Platinum Partner

#### Ivanti Premier Status

IT Management Solutions

#### JAMF Gold Partner

- JAMF Certified Administrator
- JAMF Certified Technician

• JAMF Managed Service Provider

#### Juniper <mark>Elite</mark>

- JNCIA
- JNCDA
- JNCIS MIST

#### Last Pass Authorized Reseller

### Lenovo Platinum Infrastructure Solutions Partner

Platinum PC Partner

#### Lexmark Platinum Partner

#### **Microfocus Authorized Reseller**

#### Microsoft Gold Partner

- 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 (MCSE)
- Microsoft Certified Technical Professional (MCTP)
- Microsoft Endpoint Certified
- Gold Application Development
- Gold Cloud Platform
- Gold Collaboration and Content
- Gold Datacenter
- Gold DevOps
- Gold Enterprise Mobility Management
- Gold Enterprise Resource Planning
- Gold Messaging
- Gold Microsoft Surface Reseller
- Gold Microsoft Surface Hub Reseller
- Gold Productivity
- Gold Small and Midmarket Cloud Solutions
- Gold Windows and Devices
- Silver Security

#### Microsoft Select, Open, Charity, and Academic Volume Licensing Programs with Service and Support for Microsoft Enterprise Agreements

#### Microsoft Products and Services Agreement (MPSA)

- Microsoft Authorized Education Partner (AEP)
- Microsoft Authorized Surface Provider
- Microsoft Cloud Services Partner (CSP Tier-1)
- Microsoft Delivery Service Partner (DSP)
- Microsoft Double Gold Operational Excellence Award Winner, 2017
- Microsoft Licensing Solution Provider (LSP)

#### Mimecast Authorized Reseller

#### MobileIron Gold Partner

- Certified Administrator
- Certified Sales Engineer

#### NetApp Storage Gold Partner

#### **NETSCOUT Authorized Reseller**

#### **Nutanix Cloud Champion**

- Nutanix Certified Sales (NCSR)
- Nutanix Certified Sales Expert (NCSX)
- Nutanix Certified Systems Engineer (NCSE)
- Nutanix Certified Multi-Cloud Infrastructure (NCP-MCI)
- Nutanix Certified Services Consultant (NCS C\*)

#### **NVIDIA Solution Provider**

- Elite Competency for Visualization
- Standard Competency for Compute
- Standard Competency for Networking
- Standard Competency for Software
- Standard Competency for Virtualization

#### Oracle Gold Partner<sup>†</sup>

#### Palo Alto Networks NextWave Innovator Partner

- ASE Foundation
- PSE Platform Associate

#### Panasonic Diamond Partner

- Connection<sup>®</sup> Business Solutions and Connection<sup>®</sup> Public Sector Solutions: Diamond Partners
- Connection<sup>®</sup> Enterprise Solutions: Platinum Partner

#### **Poly Platinum Partner**

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

#### Pure Storage Silver Partner

#### **Red Hat Premier Reseller**

**Ruckus Networks Elite Partner** 

#### Samsung National Solution Provider

- Authorized Service Provider
- Samsung Knox Authorized Reseller

Service Now Premier Partner

Splunk Partnerverse Reseller<sup>+</sup>

**Tenable Network Security Silver Medallion** 

**Toshiba Preferred Partner** 

**Trellix Platinum Partner** 

**Tripp Lite Premier Alliance Partner** 

#### **Veeam Platinum Partner**

- Veeam Accredited Service Provider (VASP)
- Veeam Certified Engineer (VMCE)
- Veeam Sales Professional (VMSP)
- Veeam Technical Sales Professional (VMTSP)

#### VMware Premier Corporate Reseller

- Business Continuity (VSP/VTSP)
- Cloud (VCP)
- Cloud Management and Automation (VCP)
- Cloud Provider (VSP)
- DaaS (VTSP)
- Data Center Administration (VCAP)
- Data Center Design (VCAP)
- Data Center Virtualization (VCP)
- Desktop Mobility (VCP)
- Desktop Management (VCP)
- Digital Workspace (VCP)
- Management Operations (VSP/VTSP)
- Master Solution Competency: Data Center Virtualization (MSC)
- Master Solution Competency: Digital Workspace (MSC)
- Master Solution Competency: Hybrid Cloud (MSC)
- Master Solution Competency: Network Virtualization (MSC)
- Master Solution Competency: VMC on AWS (MSC)
- Master Solution Competency: VMware Cloud Foundation (MSC)
- Mobility Management (VSP/VTSP)
- Network Virtualization Deployment (VCAP)
- VMware Certified Master Specialist (HCI)
- VMware Certified Professional (VCP)
- VMware Sales Professional (VSP)
- VMware Technical Sales Professional (VTSP)

#### **Xerox Gold Partner**

#### Zebra Premier Broadline Technology Reseller

- Healthcare GPO Provider Specialist
- Advanced Printer Repair Specialist—Label Printers
- RFID Specialist

\*Industry standard certifications for digital signage. †Authorization only applicable to Connection® Enterprise Solutions

#### For more information about the comprehensive certifications and authorizations Connection offers, contact an Account Manager today.

Business Solutions 1.800.800.0014

Enterprise Solutions **1.800.369.1047** 

Public Sector Solutions 1.800.800.0019

#### www.connection.com/Certifications-Authorizations

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- 8.3. If Offeror is a manufacturer of the Products, Services and Solutions and has partner resellers/dealers/distributors that sell's manufacturer's Products, Services and Solutions, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offeror shall provide documentation of such.
- 8.4. Offeror must have the resources to work with multiple entities—e.g., individual Fairfax County Government ("FCG") and/or Fairfax County Public Schools ("FCPS") departments and agencies—at the same time. Connection has the resources our nationwide sales team who will be thoroughly trained on the resulting contract, to work with multiple entities simultaneously.
- 8.5. Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources, and capabilities to perform the following:
  - Provide commercial hardware, software, peripherals and accessories as ordered under the task order; Connection acknowledges, understands, and agrees to comply.
  - 2. Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level; Connection acknowledges and understands. Connection is offering sku'd services, made available by our OEM partners. Although, Connection has the capabilities and professionals on staff to offer a full scope of Professional Services, such as those outlined in Section 3.2 of RFP Solicitation 2000003549, we are not able to include a response to each of these as Services rates vary widely, based on the scope of work required. However, we would be pleased to provide estimates and/or a tailored Statement of Work on a case-by-case basis, upon request.
  - 3. Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Fairfax County and Participating Public Agencies as authorized buyers of this contract; Connection acknowledges, understands, and agrees to comply.
  - 4. Provide maintenance support of the services and solutions; Connection acknowledges, understands, and agrees to comply.
  - Provide ancillary support (logistics support, etc.) relating to provisions of the Products, Services and Solutions listed in, paragraph 3, General Definition of Products, Services and Solutions; Connection acknowledges, understands, and agrees to comply.
  - 6. Provide project management support for each deliverable under the contract; and Connection acknowledges, understands, and agrees to comply.



7. Provide project-specific and overall contract performance reporting, as required. Connection acknowledges and agrees to provide project-specific and overall contract performance reporting, as required.

#### 8.6. STAFF EXPERIENCE:

 Offeror shall describe the credentials of staff and how they are certified and trained to provide the Products, Services and Solutions required in, paragraph 3, General Definition of Products, Services and Solutions.
 Connection 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 Connection people that you work with today will be the Connection 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.

Connection has the entire sales team in place to service the County of Fairfax / GovMVMT contract and to meet the IT goals of all PPAs. A dedicated Account Manager, Sales Manager, and Business Development Manager will be assigned to each participant. Below is a job description of each position:

<u>Account Managers</u>On average Account Managers have been with Connection for seven years. All new AMs receive three months of thorough training prior to being assigned accounts. AMs are the primary contact for NCPA participants. Each participant will be assigned a dedicated AM to service their account. They are responsible for day-to-day orders, marketing, and sales initiatives.

<u>Sales Managers:</u> Sales Managers' 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 Connection is eight years.

<u>Business Development Managers:</u> Business Development Managers (BDM) are Connection's outside sales force. They provide sales, marketing, product demonstration and a presence within their\_assigned community. BDMs coordinate with manufacturers to provide customers with access to educational, volume purchase and IT solution programs. BDMs have placed Connection programs in school districts, local community colleges and municipal governments throughout the country.

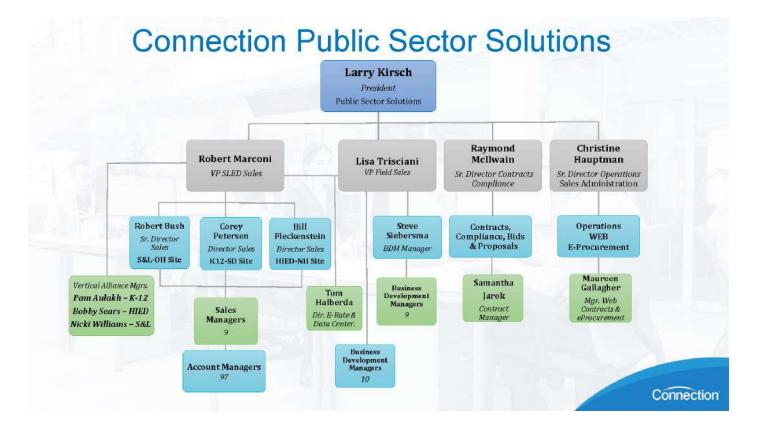
<u>Sales Support Specialists:</u> Led by Janet Smithe, a twenty-five-year veteran of Connection, the Sales Support Specialists are dedicated support for Account Managers, assisting with ordering, customer service and returns. Sales Support Specialists are the secondary contact for County of Fairfax / GovMVMT participants.



<u>Technical Experts:</u> In addition to our highly trained sales force of both internal and field representatives, we also provide an entire division solely supporting our clients, known as our Technology Solutions Group. This group consists of Technical Solution Specialists, Solution Architects, System Engineers, Project Managers, Software licensing Specialists, Practice Directors and more. Holding over 2,500 technical certifications, these roles, among others, help align our sales organization, ensuring we are up to date on certifications and training for current and upcoming storage solutions, as well as assistance with being an agnostic resource to help the clients design, build, implement, and manage storage solutions.

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

 Offeror shall describe the number and type of staff its company proposes to service this contract, i.e., technical, service, training, executive support, etc. and its hiring practices for such positions. Connection's organizational chart is included below to demonstrate the size of the team that will be involved with and ready to service the County of Fairfax / GovMVMT contract.





- 3. Offeror shall describe its methodology for training Agency end users.
  - Connection's sales force is instrumental in informing customers of the benefits of this Master Agreement 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 Master Agreement can satisfy them. Connection will target certain manufacturers to create GovMVMT-specific solutions and pricing, allowing for acquisition savings for GovMVMT PPAs. 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.

The following list is a sampling of Connection's methods/opportunities that will be utilized to train Agency end users and to transition accounts to the new Master Agreement resulting from this RFP:

- Set up strategy sessions with the County of Fairfax / GovMVMT field team;
- Targeted call campaigns for each state talking about the value of the County of Fairfax / GovMVMT contract;
- Participate in events with County of Fairfax / GovMVMT;
- Set up customized websites for e-Procurement and B2B customers;
- Provide marketing and information about County of Fairfax / GovMVMT for regional and national shows and summits;
- Create unsolicited proposals for acquisitions customers with County of Fairfax / GovMVMT;
- Educate and work with major and emerging technology manufacturers with County of Fairfax / GovMVMT PPAs;
- Create member specific agreements using the baseline of the Master Agreement;
- Create special bundles and vertical specific solutions under the Master Agreement
- Partner with other key GovMVMT contract holders to bring complete, dynamic offerings to PPAs;
- Support all GovMVMT regional summits as a top supplier;
- Work with GovMVMT executive team on development of an Amazon like Marketplace specific to Education and State and Local.

Communication of the awarded Master Agreement will be done verbally, with all existing and new customers, as well, in the following ways:

- Co-branded email to entire Connection's education and state and local agency list highlighting Master Agreement and special offers for PPAs
- Listed on contracts page linking to customized GovMVMT contract webpage
- Social media campaign to increase awareness of Master Agreement
- Webinar with GovMVMT PPAs
- Custom collateral



4. Offeror shall describe its experience with managing major government projects. Since the inception of GovConnection in 1993, our sales, engineering, logistics and project management teams have worked with our customers to provide countless major datacenter, networking, storage, and mobile computing deployments in support of critical government projects.

References for specific customer and project types available upon request.

5. Offeror shall describe its processes for assigning staff to specific projects, along with the credentials of the staff members. Offeror should include how it will involve the County to ensure projects are staffed to be successful. Connection prides itself on training, and maintaining, the most experienced sales, engineering, logistics and project management teams in the technology reseller industry. Our employees average over 10 years of experience supporting and servicing our government customers and their IT projects, no matter the size – be it enormous, large, medium, or small.

#### 8.7. CUSTOMER SERVICE:

- Offeror's Approach: The County is focused on customer service with a philosophy to provide all customers with quality Products, Services and Solutions in a manner that is courteous, responsive, accessible, and seamless. The Products, Services and Solutions will be delivered with patience, understanding, good will and minimal regard for individual convenience. The selected Contractor will be expected to use these guidelines in developing the proposed solution:
  - Accessible, courteous, responsive and seamless customer service is of highest priority for the County;
  - Accessible service means that citizens have easy access to the organization;
  - Seamless customer service means that the Offeror's employees know what they are doing, that information is accurate, that they have a good understanding of how to get problems and decisions made, that they are trained and evaluated for the jobs they are doing;
  - Customer service goals must be measurable and regularly evaluated; and
  - Continuous improvements in customer service must be made in order to make County services accessible, responsive and as seamless as possible.

Connection acknowledges, understands, and agrees. Connection's customer service philosophies align perfectly with the County's.

"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.

Today, Connection is a Fortune 1000 Global Solutions Provider that connects people with technology to enhance growth, elevate productivity, and empower innovation.

Connection's Core Values:

- Respect We are united by one common vision. We work together to create a winning culture based upon mutual trust and respect.
- Excellence We focus on activities that drive results. We lead by example. We continuously look for ways to better serve our customers. We strive to achieve excellence in all aspects of our business.
- Teamwork All success is mutual. We are accountable to our customers, employees, and shareholders. We work together to effectively collaborate and drive innovation.
- Integrity We are honest and direct in all our dealings.

#### Connection's Mission Statement and Customer Services Philosophy:

Advanced Technology, Valuable Services, and Expert Guidance – Twice recognized by Forbes as one of "America's Most Trustworthy Companies," Connection has made it our mission to provide customers with expert guidance, state-of-the-art tools, and exceptional knowledge to solve their technology challenges. Complete customer satisfaction is our goal. Throughout our community, we strive to inspire success and increase the value of IT investments.

Customer support and service to the County of Fairfax / GovMVMT and its PPAs are provided by Connection in the following ways:

Your account manager will be your first point of contact for any customer service issues. Our goal is to respond to customer inquiries the same day, within 2 hours, with most turned around within 24 hours. In many instances, the response time exceeds these goals. Sales office hours are from 8:30 AM - 5:30 PM.

In addition, Connection will provide a dedicated Toll-Free Customer Support number, specifically for GovMVMT contract participants, upon award.

We are highly adaptable and flexible. If customers need us to change a process quickly, we can get this changed and still meet timelines. At Connection, we are approachable and do not have multiple levels to go through to make quick changes. Our Account Managers are only two levels away from our company President, Larry Kirsch. Both Sales Managers and Account Managers interact daily with our President and Vice President, Bob Marconi, so they are very close to the business and in tune with what our customers are asking for. This means that our customers have access to the top



levels of our management with a quick phone call or email. We are highly responsive, nimble, and adaptive, and this helps us to service you in ways that other companies cannot.

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 the support teams on behalf of the customer, and the support units are also available outside the Account Manager's hours for additional service.

Contact Customer Support: Connection Customer Support

#### **Customer Care Center**

For assistance with general questions, Connection's Customer Care Center can be reached Monday – Friday from 8:30 AM to 7:00 PM, ET via:

Phone Support: 888-213-0259; Email Support: <u>customercare@connection.com</u> <u>Customer Service Email:</u>

In addition to our account managers, Connection's Customer Service team is also available to discuss any product issues within the 30-day return period. This team can be reached by email at: <a href="mailto:customerservice@pcconnection.com">customerservice@pcconnection.com</a> or by phone at 888-213-0259.

Connection understands the unique nature of Technology Products, Services and Solutions contracts and the importance of transparency and the information flow between our customers and our account team. Communication is crucial to the success of any contract and to monitor the quality of customer service and products. Our sales team will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to provide updates on contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns. Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement.

We commit to continuing to work tirelessly to keep you apprised of the contract performance, to develop new opportunities and will quickly address any concerns.

- 2. Quotations: Regardless of how a quotation, statement of work (SOW), or the like has been generated—e.g., electronically, manually, or some combination thereof—it shall contain, at a minimum, the below-listed information.
  - The date on which it was generated
  - The contract number assigned by the County
  - · List price of Products, Services and Solutions



- Percentage discount or other means by which a price may be reduced as mutually agreed upon in the contract
- Extended price

Connection's quotations and SOWs contain all the bullet points above, with the exception of the List price requirement. This data point is not able to be provided at this time, on Connection's quotations and SOWs.

In addition, quotations submitted by successful Offerors shall not include additional terms and conditions (e.g., "Terms of Sale") or references to external documents, websites, etc., that have not been previously agreed to by the County in writing. The County prefers quotations be valid for 60 days, and a quotation may have to be "refreshed" if it has expired.

Connection's quotations have a standard validity of 30 days. The time frame of quotes may be extended by customer request and on a case-by-case basis. Upon customer request, Connection will reach out to manufacturer for written authorization to extend price quote time frame in order to meet our customer's request.

#### 8.8. <u>FINANCING OPTIONS:</u>

Offeror should include any financing solutions and payment options available. Connection agrees to offer the following financing options to County of Fairfax / GovMVMT PPAs:

Connection offers various financing options and will assist County of Fairfax / GovMVMT PPAs to garner the appropriate method of financing, so they can enjoy the requested products and services. For qualified members, we offer Net 30 term accounts as well as flexible operating and capital leasing packages, with payment structures designed to match cash flow needs and budget cycles.

Leasing Options: We work with several leasing partners, among them are Connection Financial Services, Dell Financial Services, Cisco Financial Services, HPE Financial Services, Lenovo Financial Resources and VarResources. We will work with customers to isolate their needs and to determine what the most important features and services are in their leasing solution. With this information, your Account Manager can assist in making recommendations that best fit the individual customer's needs. Each leasing company has a unique set of services and benefits offered as well as their own terms and conditions. Rates are determined based on the credit worthiness of the customer, the length of the lease and the total amount financed.

Connection's Account Managers can assist with the members' leasing needs, from completing the leasing credit applications to picking up and returning computers at the end of the lease, if desired.

<u>Payment Methods:</u> Connection can accept payments several different ways. Payments can be transacted with:

Credit or Procurement Cards: Connection accepts all credit or procurement



cards ("P-Cards") issued by an established and accredited bank, either online or over the phone. Connection doesn't recommend adding your credit card number to purchase orders and submitting via fax as this is an unsecure method of relaying your proprietary card numbers.

- Purchase Order: A purchase order with net terms may be provided. Bill to information is stored so that all invoices are directed to the exact location the customer requires.
- EDI and electronic transfers.
- Check payment.

#### 8.9. REPORTING REQUIREMENTS:

Connection is fully committed to customizable and robust reporting on behalf of our customers. We can offer several types of reporting; we will work to meet the reporting needs, both current and future, of each Participating Public Agency.

Examples of our reporting capabilities include:

**Contract Reporting:** We follow detailed ISO processes to ensure that we comply with all our contract requirements. Since receiving our ISO 9001:2015 certification, we have gone through annual recertification audits through SAI Global an International ISO Certification Registrar. Our Quality Management team conducts quarterly management reviews. In addition, Connection's internal audit team conducts periodic audits to ensure contract compliance. Contract compliance includes pricing and reporting as well as customer satisfaction reviews.

**eCommerce Site Reporting/B2B:** This Reporting can be generated by PPAs or Administrators of their eCommerce site, as well as by Connection's dedicated account managers. Connection can provide certain customized, customer-specific, reports based on User rights of your customized eCommerce solution site, that include:

- Order Tracking
- Proof of Purchase/Invoicing
- Purchase History
- Proof of Delivery
- Invoice History

Additional / Key Performance Indicator (KPI) Reporting: Over the years Connection has built out a robust reporting platform designed to increase the operational efficiencies of our customers. We want to help our customers make the best decisions possible by providing complete transparency.

Our promise – If we have the information, we'll be able to report on it for you. Your dedicated sales and operations team will be the direct line of contact for these types of reporting requests.



- 1. Monthly Reports: The Offeror shall furnish electronic monthly reports to the County, to include the following information:
  - New product information;
  - Price sheets showing price decreases on discontinued Products;
  - · Decreases on manufacturer's prices on Products still to be manufactured;
  - System upgrades that are available;
  - Current pricing and Product lists;
  - Software stays in compliance with latest supported version; and
  - Special sales or promotions.

As reporting needs may change during the term of the Agreement, the County and Participating Public Agency reserve the right to request changes to the timing and content of the reports as well as additional reports. Connection acknowledges, understands, and agrees to comply.

2. Quarterly Reports: The Offeror shall furnish electronic quarterly usage reports showing a summary of the ordering and/or history of the County for the previous quarter to the County. The report must show at a minimum, purchase order number, description, part number, serial number, quantity, order number, cost, order date, ship date, total quantity of each item ordered during the period, the reporting period. The County reserves the right to request additional information, if required, when reviewing such data.

Connection acknowledges, understands, and agrees to comply.

 Environmental Reporting Requirements: Upon request, the Offeror shall furnish periodic environmental impact reports (i.e., usage, disposal, environmental impact, energy efficiency, changes in manufacturing techniques, etc.) with respect to the Products, Services and Solutions.
 Connection acknowledges, understands, and as a reseller and not the manufacturer, these reports would be generated with the assistance of the manufacturer, as needed.

#### 8.10. SUPPORT AND MAINTENANCE:

Each Offeror must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs must be quoted and shall include but not be limited to:

- Error or defect correction;
- Updates;
- Telephone assistance; and
- Service hours and response times.

Connection acknowledges, understands, and agrees to comply.



#### 8.11. REPRESENTATIONS AND WARRANTIES:

The Offeror represents, warrants, and covenants that:

1. The Products, Services and Solutions shall satisfy all requirements set forth in the Agreement, including but not limited to any Appendices;

2. All work performed by the Offeror and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

3. Neither the Products, Services and Solutions nor any software or hardware provided by the Offeror under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

4. The Offeror has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Offeror;

5. All software and documentation provided by the Offeror or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and

6. All software and documentation provided by the Offeror or its subcontractors will have sufficient information to enable the County to create an index containing the following information with respect to each database used by the Products without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person

creating the index; and (x) purpose of the database. The Offeror agrees that the information set forth in the preceding sentence constitutes a public record and may be disclosed by the County without the Offeror's consent.

Connection acknowledges, understands, and agrees to comply with 1-6.

#### 8.12. BACKGROUND CHECKS:

The Offeror will provide proof and results of background checks (e-mail or hard copy to an authorized Fairfax County representative) at the Offerors expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and include:

- 1. Social Security Number (SSN) Trace and Verification
- 2. US Department of Treasury SDN List and OFAC Sanctions Program



- 3. US Department of Justice National Sex Offender Registry
- 4. Criminal Records Felony conviction in last ten (10) years
- 5. Drug screening Fairfax County is a Drug Free Zone.

Connection acknowledges, understands, and agrees to comply.

## Offeror Qualifications and Experience, 9.4., #2: Offeror shall identify and provide the same information for all subcontractors or joint venture partners and identify their role in your proposed solution.

Connection does not anticipate the use of any subcontracting partners to support the contract resulting from this RFP.

Connection has a premier partner network of hundreds of Vetted, Approved and Tested Service Providers throughout the country to augment and expand its existing core capabilities nationally. These service partners provide several types of services within our core services practice areas to expand our national reach and capabilities, as well as specific services in which we may not have expertise. Any of the partners in our premiere partner network are available to our clients through our services team, as needed, to fulfill a customer's request when the Connection Services team finds it necessary to engage a third party for any reason.

When a specific project requires the need of a subcontractor/business partner, Connection will arrange a scoping call (to assess timeline, location, specifications, etc.) will be done initially, to determine the best resource to fulfill these service needs.

# Offeror Qualifications and Experience, 9.4., #3: Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA). Offeror must be willing to negotiate the terms of its EULA and SLA. Copy(s) of signed Fairfax County License Addendum (Attachment C) documents.

End User License Agreements (EULA) and Service Level Agreements (SLA): As Connection is the reseller and not the manufacturer, at the time of purchase from the customer, the EULA and its terms will be negotiated between the manufacturer and the customer. The manufacturer will make its EULA available for review and it must be agreed to at or before the time the software or other licensed product is installed or accessed for the first time by the end user. The manufacturer would be provided Fairfax County's "License Agreement Addendum" and be asked to provide written consent to Fairfax Counties terms and conditions. It is the end user's responsibility to review, understand and agree to the terms of any such EULA.

#### N/A - See Alternative Solution / Note below.

#### LICENSE AGREEMENT ADDENDUM

Fairfax County ("the County") and <u>GovConnection, Inc.</u> ("Supplier"), a business incorporated in <u>Maryland</u>, F.E.I.N. <u>52-1837891</u>, having its principal place of business at <u>Merrimack, NH</u>, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract(s) ("[INSERT CONTRACT DESCRIPTION]") provided by Supplier. This Addendum, duly executed by the parties, is attached to and made a part of Supplier's standard form contract(s). Together these documents govern the use of any and all products or agreements whether or not specifically referenced in the order document.

The term "contract" means the Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted in this Addendum, acceptable to the County. But certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by the County. In consideration of the convenience of using the standard form contract and this Addendum without the necessity of specifically negotiating a separate contract document, the parties specifically agree that none of the following terms has any effect or is enforceable against the County or any of its officers, directors, employees or agents, even if that term or provision appears in the attached Supplier's standard form contract(s),

- 1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
- 2. Requiring any total or partial compensation or payment for unperformed services, anticipated profit, or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
- 3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
- 4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
- 5. Granting Supplier a security interest in property of the County, the Commonwealth, or any of their officers, directors, employees or agents;
- 6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
- 7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
- 8. Permitting approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party without the County's written consent;
- 9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- 10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
- 11. Requiring any dispute resolution procedure(s) other than those set forth in the Fairfax County Purchasing Resolution and the Code of Virginia;

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- 12. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
- 13. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
- 14. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
- 15. Requiring the County to agree to third-party terms and conditions.
- 16. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of the County except as follows: Supplier may assign all or any of its rights and obligations to: a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and, if necessary, a certification of authority to do business in Virginia; or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
- 17. Not complying with the contractual provisions in Articles 3 and 5 of the Fairfax County Purchasing Resolution, which are incorporated by reference.
- Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by <u>§ 59.1-501.15</u> of the <u>Code of Virginia;</u>
- 19. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
- 20. Requiring that the County waive any immunity to which it is entitled by law;
- 21. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
- 22. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
- 23. Obligating the County beyond approved and appropriated funding. All payment obligations under the contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, the contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
- 24. Permitting unilateral modification of the contract by Supplier;
- 25. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
- 26. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
- 27. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
- 28. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;

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- 29. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
- 30. Granting Supplier or an agent of Supplier the unilateral right to audit or examine the books, records, or accounts of the County;

The parties further agree as follows:

- 31. If, pursuant to Title 13.1 or Title 50 of the Code of Virginia, Supplier is required to obtain a certificate of authority to transact business in Virginia, Supplier represents and warrants that it is so authorized. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.
- 32. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- 33. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted.
- 34. The County may rely on independent contractors, acting on behalf of the County, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, or third-party contractor or subcontractor of the County during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
- 35. Any travel expenses incurred by Supplier in the course of performing the services must be preapproved by the County and shall be reimbursed at the then-current per diem rates used by the federal government.
- 36. Supplier will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this contract. Supplier must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Supplier accesses, stores, or hosts pursuant to this contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Supplier discovered the breach. The requirements of this paragraph are in addition to and do not relieve Supplier of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Supplier experiences a breach of protected health information governed under HIPAA, or substance use

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disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

- 37. All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
  - A. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - B. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - C. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - E. Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract(s), constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**Connection's Alternative Solution / Note:** As Connection is the reseller and not the manufacturer, at the time of purchase from the customer, the EULA and its terms will be negotiated between the manufacturer and the customer. The manufacturer will make its EULA available for review and it must be agreed to at or before the time the software or other licensed product is installed or accessed for the first time by the end user. The manufacturer would be provided Fairfax County's "License Agreement Addendum" and be asked to provide written consent to Fairfax Counties terms and conditions. It is the end user's responsibility to review, understand and agree to the terms of any such EULA.

Supplier	Fairfax County
By:	By: (Signature)
Name: <u>Robert Marconi</u> (Print)	Name: (Print)
Title: Vice President SLED Sales	Title: Director/County Purchasing Agent
Date: <u>March 30, 2023</u>	Date:

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## 9.5. Financial Statements – Connection's Response

## The Offeror shall provide an income statement and balance sheet from the two most recent reporting periods.

GovConnection, Inc. d/b/a Connection Public Sector Solutions is part of the Connection family of PC Connection, Inc. As such, we offer a financially stable, Fortune 1000 company you can count on. You can depend on Connection to deliver expertise, solutions, and integrity, consistently.

Patricia Gallup and David Hall established PC Connection in 1982 with a mission to offer "a better way to buy information technology products." 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 competitive prices. Since then, PC Connection, Inc. has grown into a Fortune 1000 company, with revenues of \$3 billion. Today, our more than 2,500 employees work in offices across Florida, Illinois, Maryland, Massachusetts, New Hampshire, New Jersey, Ohio, Pennsylvania, South Dakota, and hundreds of remote offices, nationwide.

Connection has the financial ability and breadth of resources to meet all the requirements outlined within this RFP. All financial reporting for GovConnection, Inc. d/ b/a Connection Public Sector Solutions is made through our parent company PC Connection, Inc. The most current corporation financial statements and annual reports can be read at <a href="http://ir.pcconnection.com/">http://ir.pcconnection.com/</a>.

In addition, Connection's (CNXN) Reports Fourth Quarter and Full Year 2021 and 2022 Results have been included for your review on the following pages.



#### Connection (CNXN) Reports Fourth Quarter and Full Year 2021 Results

#### FOURTH QUARTER SUMMARY:

- Net sales: \$800.2 million, up 18.4% y/y
- Gross profit: \$127.0 million, up 16.7% y/y
- Net income: \$22.4 million, up 37.4% y/y
- Diluted EPS: \$0.85, up 37.1% y/y

#### FULL YEAR SUMMARY:

- Net sales: \$2.9 billion, up 11.7% y/y
- Gross profit: \$464.6 million, up 10.9% y/y
- Net income: \$69.9 million, up 25.4% y/y
- Diluted EPS: \$2.65, up 25.2% y/y

MERRIMACK, N.H.--(BUSINESS WIRE)--Feb. 7, 2022-- Connection (PC Connection, Inc.; NASDAQ: <u>CNXN</u>), a leading information technology solutions provider to business, government, healthcare and education markets, today announced results for the fourth quarter and year ended December 31, 2021.

"We are pleased to report record fourth quarter consolidated revenue and gross profit. Our Enterprise and Business Solutions segments achieved record revenues on a quarterly basis. These results demonstrate the continued execution of our business strategy to connect our customers with technology that enhances growth, elevates productivity, and empowers innovation. This strong financial performance was significantly impacted by the ongoing needs of our customers to work-from-anywhere," said Tim McGrath, President and CEO of Connection.

Net sales for the quarter ended December 31, 2021 increased by 18.4% to \$800.2 million, compared to \$675.7 million for the prior year quarter. Net income for the quarter ended December 31, 2021 increased by 37.4% to \$22.4 million, or \$0.85 per diluted share, compared to net income of \$16.3 million, or \$0.62 per diluted share, for the prior year quarter.

Net sales for the year ended December 31, 2021 increased by 11.7% to \$2.9 billion, compared to \$2.6 billion for the year ended December 31, 2020. Net income for the year ended December 31, 2021 increased by 25.4% to \$69.9 million, or \$2.65 per diluted share, compared to net income of \$55.8 million, or \$2.12 per diluted share for the year ended December 31, 2020.

Earnings before interest, taxes, depreciation and amortization, adjusted for stock-based compensation expense and restructuring and other charges ("Adjusted EBITDA") totaled \$113.0 million for the year ended December 31, 2021, compared to \$90.6 million for the twelve months ended December 31, 2020. <sup>1</sup>

#### **Quarterly Highlights**

- Strong performance across our vertical markets:
  - Healthcare saw revenue growth of 29% year-over-year which was largely attributed to organizations striving to improve overall productivity and patient care.
  - In the Retail vertical, we grew revenue 31% year-over-year as we saw companies invest to improve the technology experience and employee efficiency.
  - Revenue for the Manufacturing vertical also increased slightly year-over-year as companies continue to invest in core IT technologies including cloud, infrastructure, security, and workplace productivity.

#### Quarterly Performance by Segment:

- Net sales for the Business Solutions segment increased by 14.4% to \$303.5 million in the fourth quarter of 2021, compared to \$265.2 million in the prior year quarter. Gross profit increased by 14.4% to \$58.0 million in the fourth quarter of 2021, compared to \$50.7 million in the prior year quarter. Gross margin remained relatively flat at 19.1%.
- Net sales for the Public Sector Solutions segment decreased by 4.1% to \$129.4 million in the fourth quarter of 2021, compared to \$134.9 million in the prior year quarter. Sales to state and local government and educational institutions increased by 9.1%, compared to the prior year quarter, while sales to the federal government decreased by 35.3% primarily due to the timing of customer rollouts. Gross profit increased slightly to \$18.6 million in the fourth quarter of 2021, compared to \$18.5 million in the prior year quarter. Gross margin increased by 69 basis points to 14.4% primarily due to a change in product and customer mix.
- Net sales for the Enterprise Solutions segment increased by 33.3% to \$367.3 million in the fourth quarter of 2021, compared to \$275.6 million in the prior year quarter. Gross profit increased by 27.1% to \$50.5 million in the fourth quarter of 2021, compared to \$39.7 million in the prior year quarter. Gross margin decreased by 67 basis points to 13.7% primarily due to a higher mix of end-point devices.

#### Quarterly Sales by Product Mix:

- Notebook/mobility sales, the Company's largest product category, increased 32% year over year and accounted for 38% of net sales in the fourth quarter of 2021, compared to 34% of net sales in the fourth quarter of 2020. The increase in this product category was primarily due to the growing hybrid work environment.
- Accessories sales increased by 5% year over year and accounted for 11% of net sales in the fourth quarter of 2021, compared to 13% of net sales in the fourth quarter of 2020.
- Software sales increased by 14% year over year and accounted for 11% of net sales in the fourth quarter of 2021, compared to 12% in the fourth quarter of 2020.
- Desktop sales increased by 24% year over year and accounted for 10% of net sales in the fourth quarter of 2021, compared to 9% of net sales in the fourth quarter of 2020.

Selling, general and administrative ("SG&A") expenses increased in the fourth quarter of 2021 to \$95.7 million from \$89.1 million in the prior year quarter. SG&A as a percentage of net sales was 12.0%, compared to 13.2% in the prior year quarter. The increase in SG&A was primarily due to an increase in variable compensation due to the higher levels of gross profit and an increase in employee benefit costs.

Cash and cash equivalents were \$108.3 million at December 31, 2021, compared to \$95.7 million at December 31, 2020.

#### **Conference Call and Webcast**

Connection will host a conference call and live web cast today, February 7, 2022 at 4:30 p.m. ET to discuss its fourth quarter financial results. To access the conference call (audio only), please dial 877-776-4016 (US) or 973-638-3231 (International) and enter the confirmation number 9987005. A web-cast of the conference call, which will be broadcast live via the Internet, and a copy of this press release, can be accessed on Connection's website at <u>ir.connection.com</u>. For those unable to participate in the live call, a replay of the webcast will be available at <u>ir.connection.com</u> approximately 90 minutes after the completion of the call and will be accessible on the site for approximately one year.

#### **Non-GAAP Financial Information**

EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Diluted Earnings per Share are non-GAAP financial measures. These measures are included to provide additional information with respect to the Company's operating performance and earnings. Non-GAAP measures are not a substitute for GAAP measures and should be considered together with the GAAP financial measures. Our non-GAAP financial measures may not be comparable to other similarly titled measures of other companies. A reconciliation to the most directly comparable GAAP measures are available in the tables at the end of this release.

#### **About Connection**

PC Connection, Inc. and its subsidiaries, dba **Connection**, (www.connection.com; NASDAQ: CNXN) is a Fortune 1000 company headquartered in Merrimack, NH. With offices throughout the United States, Connection delivers custom-configured computer systems overnight from its ISO 9001:2015 certified technical configuration lab at its distribution center in Wilmington, OH. In addition, the Company has over 2,500 technical certifications to ensure that it can solve the most complex issues of its customers. Connection also services international customers through its GlobalServe subsidiary, a global IT procurement and service management company. Investors and media can find more information about Connection at <u>http://ir.connection.com</u>.

Connection–Business Solutions (800.800.5555) is a rapid-response provider of IT products and services serving primarily the small-and medium-sized business sector. It offers more than 460,000 brand-name products through its staff of technically trained sales account managers, publications, and its website at <u>www.connection.com</u>.

Connection–Enterprise Solutions (561.237.3300), www.connection.com/enterprise, provides corporate technology buyers with best-in-class IT solutions, in-depth IT supply-chain expertise, and real-time access to over 460,000 products and 2,500 vendors through MarkITplace<sup>®</sup>, a proprietary next-generation, cloud-based supply chain solution. The team's engineers, software licensing specialists, and subject matter experts help reduce the cost and complexity of buying hardware, software, and services throughout the entire IT lifecycle.

Connection–Public Sector Solutions (800.800.0019), is a rapid-response provider of IT products and services to federal, state, and local government agencies and educational institutions through specialized account managers, publications, and online at www.connection.com/publicsector.

#### **Cautionary Note Regarding Forward-Looking Statements**

Statements in this release, other than statements of historical fact, constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements inherently involve important risks and uncertainties that could cause actual results to differ materially from those predicted in such forward-looking statements. You can generally identify forward-looking statements by words such as "believe," "expect," "intend," "plan," "estimate," "anticipate," "may," "should," "will," or similar statements or variations of such terms, although not all forward-looking statements include such terms. Such risks and uncertainties include, but are not limited to, the continuation of the COVID-19 pandemic, including, without limitation, its impact on global supply chains and responses to it, the impact of changes in market demand and the overall level of economic activity and environment, or in the level of business investment in information technology products, product availability and market acceptance, new products, continuation of key vendor and customer relationships and support programs, the ability to realize market demand for and competitive pricing pressures on the products and services marketed by the Company, fluctuations in operating results and the ability of the Company to manage personnel levels in response to fluctuations in revenue, the ability of the Company to hire and retain qualified sales representatives and other essential personnel, the impact of changes in accounting requirements, and other risks detailed in the Company's filings with the Securities and Exchange Commission, including under the caption "Risk Factors" in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission for the year ended December 31, 2020. The Company assumes no obligation to update the information in this press release or

revise any forward-looking statements, whether as a result of any new information, future events, or otherwise, except as required by law.

<sup>1</sup> Adjusted EBITDA is a non-GAAP measure. See page 10 for the definition and reconciliation.

CONSOLIDATED SELECTED FINANCIAL INFORMATION						
At or for the Three Months Ended December 31,	2021		2020			
					%	
(Amounts and shares in thousands, except operating data, P/E ratio, and per share data)					Cha	inge
Operating Data:						
Net sales	\$ 800,174		\$ 675,686		18	%
Diluted earnings per share	\$ 0.85		\$ 0.62		37	%
	45.0	0/	46.4	0/		
Gross margin	15.9	%	16.1	%		
Operating margin	3.9	%	2.9	%		
Inventory turns	14		18			
Days sales outstanding	65		75			
			10			
Product Mix:	% of Net Sales		% of Net Sales			
Notebooks/Mobility	38	%	34	%		
Accessories	11		13			
Displays	11		8			
Software	11		12			
Desktops	10		9			
Servers/Storage	6		7			
Net/Com Products	6		9			
Other Hardware/Services	7		8			
Total Net Sales	100	%	100	%		
Stock Performance Indicators:						
Actual shares outstanding	26,252		26,170			
Total book value per share	\$ 26.00		\$ 24.32			

Tangible book value per share	\$ 22.97	\$ 21.23
Closing price	\$ 43.13	\$ 47.29
Market capitalization	\$ 1,132,249	\$ 1,237,579
Trailing price/earnings ratio	16.3	22.3
LTM Adjusted EBITDA <sup>(1)</sup>	\$ 112,959	\$ 90,566
Adjusted market capitalization/LTM Adjusted EBITDA <sup>(2)</sup>	9.1	12.6

(1) Adjusted EBITDA is defined as EBITDA (earnings before interest, taxes, depreciation and amortization) adjusted for stock-based compensation and restructuring and other related charges.

(2) Adjusted market capitalization is defined as gross market capitalization less cash balance.

#### **REVENUE AND MARGIN INFORMATION**

For the Three Months Ended December 31,	2021		2020	
(amounts in thousands)	Net Sales	Gross Margin	Net Sales	Gross Margin
Enterprise Solutions	\$ 367,291	13.7 %	\$ 275,625	14.4 %
Business Solutions	303,479	19.1	265,173	19.1
Public Sector Solutions	129,404	14.4	134,888	13.7
Total	\$ 800,174	15.9 %	\$ 675,686	16.1 %

#### CONDENSED CONSOLIDATED STATEMENTS OF INCOME

(amounts in thousands, except per share data)	2021		2020		2021	2020
Net sales	\$ 800,174	9	675,686		\$ 2,892,595	\$ 2,590,290
Cost of sales	673,139		566,827		2,428,016	2,171,483
Gross profit	127,035		108,859		464,579	418,807
Selling, general and administrative expenses	95,731		89,101		368,062	345,741
Restructuring and other charges	-		-		-	992
Income from operations	31,304		19,758		96,517	72,074
Other income, net	(1	)	(18	)	5	61

Gain from insurance policies		-		1,061	-			1,061	
Income tax provision		(8,918	)	(4,505)	)	(26,616	)	(17,431	)
Net income	\$	22,385	\$	16,296	\$	69,906	9	55,765	
Earnings per common share:									
Basic	\$	0.85	\$	0.62	\$	2.67	9	52.13	
Diluted	\$	0.85	\$	0.62	\$	2.65	ţ	52.12	
Shares used in the computation of earnings per common share	:								
Basic		26,229		26,156		26,196		26,157	
Diluted		26,372		26,328		26,364		26,336	

December 31,	December 31,
--------------	--------------

CONDENSED CONSOLIDATED BALANCE SHEETS	6 2021	2020
(amounts in thousands)		
ASSETS Current Assets:		
Cash and cash equivalents	\$ 108,310	\$ 95,655
Accounts receivable, net	608,307	611,021
Inventories, net	206,555	140,867
Prepaid expenses and other current assets	10,016	11,437
Total current assets	933,188	858,980
Property and equipment, net	61,011	61,537
Right-of-use assets, net	9,579	12,821
Goodwill	73,602	73,602
Intangibles assets, net	5,868	7,088
Other assets	910	1,345
Total Assets	\$ 1,084,158	\$ 1,015,373
LIABILITIES AND STOCKHOLDERS' EQUITY Current Liabilities:		

Accounts payable	\$ 281,836	\$ 266,846
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Accrued payroll	31,741	17,828
Accrued expenses and other liabilities	61,830	57,586
Total current liabilities	375,407	342,260
Deferred income taxes	19,278	18,525
Operating lease liability	6,789	9,631
Other liabilities	211	8,630
Total Liabilities	401,685	379,046
Stockholders' Equity:		
Common stock	290	289
Additional paid-in capital	122,354	119,891
Retained earnings	605,766	562,084
Treasury stock at cost	(45,937 )	(45,937 )
Total Stockholders' Equity	682,473	636,327
Total Liabilities and Stockholders' Equity	\$ 1,084,158	\$ 1,015,373

#### CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three Months Ended December 31, Years Ended December						ecember (	31,
(amounts in thousands)	2021		2020		2021		2020	
Cash Flows from Operating Activities:								
Net income	\$ 22,385	9	6 16,296		\$ 69,906	:	\$ 55,765	
Adjustments to reconcile net income to net cash provided by operating activities	:							
Depreciation and amortization	3,037		3,268		12,202		13,603	
Adjustments to credit losses reserve	1,603		40		3,307		3,316	
Stock-based compensation expense	1,113		802		4,231		2,668	
Deferred income taxes	753		(1,645	)	753		(1,645	)
Gain on life insurance proceeds	-		(1,061	)	-		(1,061	)
(Gain) loss on disposal of fixed assets	(38	)	15		(36	)	28	
Changes in assets and liabilities:								
Accounts receivable	(24,530	)	(20,115	)	(2,093	)	(63,650	)
Inventories	(31,181	)	(6,178	)	(65,688	)	(16,201	)

Prepaid expenses and other current assets	1,781		(346		)	1,421		622	
Other non-current assets	121		321			435		(398	)
Accounts payable	64,81	1	(16,2	221	)	14,814		32,515	
Accrued expenses and other liabilities	9,065		14,5	23		18,502		10,536	
Net cash provided by (used in) operating activities	48,92	0	(10,:	301	)	57,754		36,098	
Cash Flows from Investing Activities:									
Purchases of equipment and capitalized software	(3,21	)	(1,42	22	)	(10,302	)	(11,033	)
Proceeds from sale of equipment	69					69			
Proceeds from life insurance	-		-			1,500		-	
Net cash used in investing activities	(3,14	1)	(1,42	22	)	(8,733	)	(11,033	)
Cash Flows from Financing Activities:									
Purchase of treasury shares	-		-			-		(10,222	)
Dividend payments	(26,2	24 )	-			(34,599	)	(8,427	)
Issuance of stock under Employee Stock Purchase Plan	-		-			-		536	
Payment of payroll taxes on stock-based compensation through shares withheld	(973	)	(673		)	(1,767	)	(1,357	)
Net cash used in financing activities	(27,1	97)	(673		)	(36,366	)	(19,470	)
Increase (decrease) in cash and cash equivalents	18,58	2	(12,3	396	)	12,655		5,595	
Cash and cash equivalents, beginning of period	89,72	8	108,	051		95,655		90,060	
Cash and cash equivalents, end of period	\$ 108,3	10	\$ 95,6	55	2	\$ 108,310	:	\$ 95,655	
Non-cash Investing Activities:									
Dividend declaration	\$-		\$ 8,37	5	2	\$ -	:	\$ 8,375	
Life insurance proceeds recorded as receivable	\$-		\$ 1,50	0	Ś	\$ -	\$	\$ 1,500	
Accrued capital expenditures	\$ 334		\$ 442			334		442	
Supplemental Cash Flow Information:									
Income taxes paid	\$ 865		\$ 5,64	3	\$	\$ 21,465	:	\$ 19,441	

#### EBITDA AND ADJUSTED EBITDA

A reconciliation of EBITDA and Adjusted EBITDA to the most directly comparable GAAP measure is detailed below. Adjusted EBITDA is defined as EBITDA (earnings before interest, taxes, depreciation and amortization) adjusted for restructuring and other charges, and stock-based compensation. Both EBITDA and Adjusted EBITDA are considered non-GAAP financial measures. Generally, a non-GAAP financial measure is a numerical measure

of a company's performance, financial position, or cash flows that either includes or excludes amounts that are not normally included or excluded in the most directly comparable measure calculated and presented in accordance with GAAP. We believe that EBITDA and Adjusted EBITDA provide helpful information with respect to our operating performance including our ability to fund our future capital expenditures and working capital requirements. Adjusted EBITDA also provides helpful information as it is the primary measure used in certain financial covenants contained in our credit agreements. When analyzing our operating performance, investors should use EBITDA and Adjusted EBITDA in addition to, and not as alternatives for Net income or any other performance measure presented in accordance with GAAP. Our non-GAAP financial measures may not be comparable to other similar titled measures of other companies.

(amounts in thousands)	Three Months Ended December 31,				Years Ended December 31, <sup>(1)</sup>					
	2021	2020	% Change		2021	2020	% Cha	Change		
Net income	\$ 22,385	\$ 16,296	37	%	\$ 69,906	\$ 55,765	25	%		
Depreciation and amortization	3,037	3,269	(7	%)	12,202	13,603	(10	%)		
Income tax expense	8,918	4,505	98	%	26,616	17,431	53	%		
Interest expense	4	29	(86	%)	4	107	(96	%)		
EBITDA	34,344	24,099	43	%	108,728	86,906	25	%		
Restructuring and other charges <sup>(2)</sup>	-	-	0	%	-	992	(100	%)		
Stock-based compensation	1,113	801	39	%	4,231	2,668	59	%		
Adjusted EBITDA	\$ 35,457	\$ 24,900	42	%	\$ 112,959	\$ 90,566	25	%		

(1) LTM: Last twelve months

(2) Restructuring and other charges in 2020 consist of severance and other charges related to internal restructuring activities.

#### ADJUSTED NET INCOME AND ADJUSTED DILUTED EARNINGS PER SHARE

A reconciliation from Net Income to Adjusted Net Income is detailed below. Adjusted Net Income is defined as Net Income plus restructuring and other charges, net of tax. A reconciliation from Diluted Earnings per Share to Adjusted Diluted Earnings per Share is detailed below. Adjusted Diluted Earnings per Share is defined Diluted Earnings per Share adjusted for restructuring and other charges, net of tax. Adjusted Net Income and Adjusted Diluted Earnings per Share are considered non-GAAP financial measures (see note above in Adjusted EBITDA for a description of non-GAAP financial measures). The Company believes that these non-GAAP disclosures provide helpful information with respect to the Company's operating performance. When analyzing our operating performance, investors should use Adjusted Net Income and Adjusted Diluted Earnings per Share in addition to, and not as alternatives for Net income and Diluted Earnings per Share or any other performance measure presented in accordance with GAAP.

(amounts in thousands, except per share data)	Three Months Ended December 31,				Years Ended December 31,				
	2021	2020	% Chan	ge	2021	2020	% Char	nge	
Net income	\$ 22,385	\$ 16,296	37	%	\$ 69,906	\$ 55,765	25	%	
Restructuring and other charges, net of tax $^{(1)}$	-	-	0	%	-	755	-100	%	
Adjusted Net Income	\$ 22,385	\$ 16,296	37	%	\$ 69,906	\$ 56,520	24	%	
Diluted shares	26,372	26,328			26,364	26,336			

Diluted Earnings per Share	\$ 0.85	\$ 0.62	37	%	\$ 2.65	\$ 2.12	25	%
Adjusted Diluted Earnings per Share	\$ 0.85	\$ 0.62	37	%	\$ 2.65	\$ 2.15	24	%

(1) Restructuring and other charges in 2020 consist of severance and other charges related to internal restructuring activities.

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Investor Relations Contact: Thomas Baker, 603.683.2505 Senior Vice President, CFO, and Treasurer tom@connection.com

Source: PC Connection, Inc.



#### Connection (CNXN) Reports Fourth Quarter and Record Full Year 2022 Results

MERRIMACK, N.H.--(BUSINESS WIRE)--Feb. 9, 2023-- Connection (PC Connection, Inc.; NASDAQ: CNXN):

FOURTH QUARTER SUMMARY:

FULL YEAR SUMMARY:

- Net sales: \$732.5 million, down 8.5% y/y
- Gross profit: \$124.3 million, down 2.1% y/y
- Net income: \$18.8 million, down 15.9% y/y
- Diluted EPS: \$0.71, down 16.2% y/y
- Net sales: \$3.1 billion, up 8.0% y/y
- Gross profit: \$526.2 million, up 13.3% y/y
- Net income: \$89.2 million, up 27.6% y/y
- Diluted EPS: \$3.37, up 27.2% y/y

Connection (PC Connection, Inc.; NASDAQ: <u>CNXN</u>), a leading information technology solutions provider to business, government, healthcare and education markets, today announced results for the fourth quarter and year ended December 31, 2022. The company also announced that its board of directors has declared a quarterly dividend of \$0.08 per share on the company's common stock, which will be payable on March 10, 2023, to shareholders of record as of February 21, 2023.

"We achieved record full-year results in 2022 despite Q4 headwinds. We are excited about the progress we made in 2022 and are confident our business strategy remains well aligned to the shifting dynamics of how our customers deploy, utilize, and consume technology," said Timothy McGrath, President and Chief Executive Officer of Connection.

Net sales for the quarter ended December 31, 2022 decreased by 8.5%, year over year. Gross profit decreased 2.1% while gross margin expanded 110 basis points to 17.0%, compared to the prior year quarter. Net income for the quarter ended December 31, 2022 decreased by 15.9% to \$18.8 million, or \$0.71 per diluted share, compared to net income of \$22.4 million, or \$0.85 per diluted share, for the prior year quarter.

Net sales for the year ended December 31, 2022 increased by 8.0%, year over year. Gross profit increased 13.3% while gross margin expanded 78 basis points to 16.8%, compared to the year ended December 31, 2021. Net income for the year ended December 31, 2022 increased by 27.6% to \$89.2 million, or \$3.37 per diluted share, compared to net income of \$69.9 million, or \$2.65 per diluted share for the year ended December 31, 2021.

Earnings before interest, taxes, depreciation and amortization, adjusted for stock-based compensation expense and restructuring and other charges ("Adjusted EBITDA") increased 23% to \$139.3 million for the year ended December 31, 2022, compared to \$113.0 million for the year ended December 31, 2021. <sup>1</sup>

#### Quarterly Performance by Segment:

- Net sales for the Business Solutions segment decreased by 7.5% to \$280.7 million in the fourth quarter of 2022, compared to \$303.5 million in the prior year quarter. Gross profit increased by 3.6% to \$60.0 million in the fourth quarter of 2022, compared to \$58.0 million in the prior year quarter. Gross margin increased by 229 basis points to 21.4% primarily due to an increase in sales of datacenter products including software, networking and servers during the fourth quarter of 2022.
- Net sales for the Public Sector Solutions segment decreased by 9.4% to \$117.3 million in the fourth quarter of 2022, compared to \$129.4 million in the prior year quarter. Sales to the federal government increased by 46.0%, compared to the prior year quarter, while sales to the state and local governments and educational institutions decreased by 23.2%. Gross profit decreased by 8.8% to \$17.0 million in the fourth quarter of 2022, compared to \$18.6 million in the prior year quarter. Gross margin increased by 10 basis points to 14.5%.
- Net sales for the Enterprise Solutions segment decreased by 8.9% to \$334.5 million in the fourth quarter of 2022, compared to \$367.3 million in the prior year quarter. Gross profit decreased by 6.2% to \$47.3 million in the fourth quarter of 2022, compared to \$50.5 million in the prior year quarter. Gross margin increased by 41 basis points to 14.1% primarily due to an increase in sales of servers and services during the fourth quarter of 2022.

#### **Quarterly Highlights**

- Continued growth in certain of our vertical markets:
  - In our Finance vertical market, revenue grew 13% year-over-year as customers modernized their environment with a focus on security and software. In addition, gross profit increased 22% year-over-year.
  - Retail revenue grew 11% year-over-year as customers relied on technology to enable automation and improve the retail experience.

Quarterly Sales by Product Mix:

- Software sales decreased by 19% year over year and accounted for 10% of net sales in the fourth quarter of 2022, compared to 11% of net sales in the fourth quarter of 2021.
- Notebook/mobility sales decreased 13% year over year and accounted for 36% of net sales in the fourth quarter of 2022, compared to 38% of net sales in the fourth quarter of 2021.
- Accessories sales increased by 5% year over year and accounted for 13% of net sales in the fourth quarter of 2022, compared to 11% of net sales in the fourth quarter of 2021.
- Desktop sales decreased by 20% year over year and accounted for 9% of net sales in the fourth quarter of 2022, compared to 10% of net sales in the fourth quarter of 2021.

Selling, general and administrative ("SG&A") expenses increased in the fourth quarter of 2022 to \$100.4 million from \$95.7 million in the prior year quarter. The increase in SG&A was primarily due to an increase in cost of labor and on-going investments in resources to strengthen our sales, technical sales and services organizations. SG&A as a percentage of net sales increased to 13.7%, compared to 12.0% in the prior year quarter. The increase in SG&A as a percentage of net sales in the decrease in net sales.

Cash and cash equivalents were \$122.9 million at December 31, 2022, compared to \$108.3 million at December 31, 2021.

"We continue to make investments in our infrastructure, tools, resources, and training to support the shift in our customer priorities to advanced technologies and integrated solutions," concluded Mr. McGrath. "We are confident that we have the right team and strategic plans to continue to deliver customer value and long-term shareholder growth."

#### **Conference Call and Webcast**

Connection will host a conference call and live web cast today, February 9, 2022 at 4:30 p.m. ET to discuss its fourth quarter financial results. For participants who would like to participate via telephone, please register <u>here</u> to receive the dial-in number along with a unique PIN number that is required to access the call. A web-cast of the conference call, which will be broadcast live via the Internet, and a copy of this press release, can be accessed on Connection's website at <u>ir.connection.com</u>. For those unable to participate in the live call, a replay of the webcast will be available at <u>ir.connection.com</u> approximately 90 minutes after the completion of the call and will be accessible on the site for approximately one year.

#### **Non-GAAP Financial Information**

EBITDA and Adjusted EBITDA are non-GAAP financial measures. These measures are included to provide additional information with respect to the Company's operating performance and earnings. Non-GAAP measures are not a substitute for GAAP measures and should be considered together with the GAAP financial measures. Our non-GAAP financial measures may not be comparable to other similarly titled measures of other companies. A reconciliation to the most directly comparable GAAP measures is available in the tables at the end of this release.

#### **About Connection**

PC Connection, Inc. and its subsidiaries, dba **Connection**, (www.connection.com; NASDAQ: CNXN) is a Fortune 1000 company headquartered in Merrimack, NH. With offices throughout the United States, Connection delivers custom-configured computer systems overnight from its ISO 9001:2015 certified technical configuration lab at its distribution center in Wilmington, OH. In addition, the Company has over 2,500 technical certifications to ensure that it can solve the most complex issues of its customers. Connection also services international customers through its GlobalServe subsidiary, a global IT procurement and service management company. Investors and media can find more information about Connection at <u>http://ir.connection.com</u>.

Connection–Business Solutions (800.800.5555) is a rapid-response provider of IT products and services serving primarily the small-and medium-sized business sector. It offers more than 460,000 brand-name products through its staff of technically trained sales account managers, publications, and its website at <u>www.connection.com</u>.

Connection–Enterprise Solutions (561.237.3300), <u>www.connection.com/enterprise</u>, provides corporate technology buyers with best-in-class IT solutions, in-depth IT supply-chain expertise, and real-time access to over 460,000 products and 2,500 vendors through MarkITplace<sup>®</sup>, a proprietary next-generation, cloud-based supply chain solution. The team's engineers, software licensing specialists, and subject matter experts help reduce the cost and complexity of buying hardware, software, and services throughout the entire IT lifecycle.

Connection–Public Sector Solutions (800.800.0019), is a rapid-response provider of IT products and services to federal, state, and local government agencies and educational institutions through specialized account managers, publications, and online at <a href="http://www.connection.com/publicsector">www.connection.com/publicsector</a>.

#### **Cautionary Note Regarding Forward-Looking Statements**

Statements in this release, other than statements of historical fact, constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. You can generally identify forward-looking statements by words such as "believe," "expect," "intend," "plan," "estimate," "anticipate," "may," "should," "will," or similar statements or variations of such terms, although not all forward-looking statements include such terms. Forward-looking statements inherently involve risks and uncertainties that could cause actual results to differ materially from those predicted in such forward-looking statements. Such risks and uncertainties include, but are not limited to, disruptions impacting the global supply chain; the impact of certain macroeconomic factors facing the global economy, including disruptions in the capital markets, economic sanctions and economic slowdowns or recessions, rising inflation and changing interest rates on the Company's business; the level of business investment in information technology products; our ability to realize market demand for and competitive pricing pressures on the products and services marketed by the Company; fluctuations in operating results and the ability of the Company to manage personnel levels in response to fluctuations in revenue; the ability of the Company to hire and retain qualified sales representatives and other essential personnel; the impact of changes in accounting requirements; the impact of the COVID-19 pandemic, or other future health pandemics and any related economic downturns, on the Company's business, operations, and the markets in which we and our partners and customers operate; and other risks detailed in the Company's filings with the Securities and Exchange Commission for the year ended December 31, 2021. The Company assumes no obligation to update the information in this press release or revise any forward-looking statements, and on any new information, future events, or otherwise, except as required by law.

CONSOLIDATED SELECTED FINANCIAL INFORMATION 2022 2021 At or for the Three Months Ended December 31, % (Amounts and shares in thousands, except operating data, P/E ratio, and per Change share data) **Operating Data:** \$ 732,451 \$ 800,174 Net sales %) (8 \$ 0.71 \$ 0.85 Diluted earnings per share (16 %) 17.0 Gross margin % 15.9 % 3.9 Operating margin 3.3 % % 14 Inventory turns (1) 11 70 Days sales outstanding (2) 65 % of % **o**f **Product Mix:** Net Sales Net Sales % Notebooks/Mobility 36 % 38 Accessories 13 11 Software 10 11 Displays 9 11 Desktops 9 10 6 Servers/Storage 8 Net/Com Products 7 6 7 Other Hardware/Services 8 **Total Net Sales** 100 % 100 % **Stock Performance Indicators:** Actual shares outstanding 26,350 26,252 Total book value per share \$ 29.08 \$ 26.00

Tangible book value per share	\$ 26.11	\$ 22.97
Closing price	\$ 46.90	\$ 43.13
Market capitalization	\$ 1,235,815	\$ 1,132,249
Trailing price/earnings ratio	13.9	16.3
LTM Adjusted EBITDA <sup>(3)</sup>	\$ 139,298	\$ 112,959

(1) Represents the annualized cost of goods sold for the period divided by the average inventory for the prior four-month period.(2) Represents the trade receivable at the end of the period divided by average daily net sales for the same three-month period.

(3) Adjusted EBITDA is defined as EBITDA (earnings before interest, taxes, depreciation and amortization) adjusted for stock-based compensation and restructuring and other related charges.

#### **REVENUE AND MARGIN INFORMATION**

For the Three Months Ended December 31,	2022		2021		
(amounts in thousands)	Net Sales	Gross Margin	Net Sales	Gross Margin	
Enterprise Solutions	\$ 334,501	14.1 %	\$ 367,291	13.7 %	
Business Solutions	280,700	21.4	303,479	19.1	
Public Sector Solutions	117,250	14.5	129,404	14.4	
Total	\$ 732,451	17.0 %	\$ 800,174	15.9 %	

#### CONDENSED CONSOLIDATED STATEMENTS OF INCOME

	Three Months Ended December 31, Years Ended December									
(amounts in thousands, except per share data)	2022	2021	2022	2021						
Net sales	\$ 732,451	\$ 800,174	\$ 3,124,996	\$ 2,892,595						
Cost of sales	608,107	673,139	2,598,819	2,428,016						
Gross profit	124,344	127,035	526,177	464,579						
Selling, general and administrative expenses	100,436	95,731	405,625	368,062						
Income from operations	23,908	31,304	120,552	96,517						
Other income/(expense), net	764	(1 )	1,083	5						
Income tax provision	(5,849)	(8,918)	(32,416	) (26,616 )						
Net income	\$ 18,823	\$ 22,385	\$ 89,219	\$ 69,906						

Earnings per common share:

Basic	\$ 0.72	\$ 0.85	\$ 3.40	\$ 2.67				
Diluted	\$ 0.71	\$ 0.85	\$ 3.37	\$ 2.65				
Shares used in the computation of earnings per common share	9:							
Basic	26,312	26,229	26,279	26,196				
Diluted	26,478	26,372	26,443	26,364				
December 31, December 31,								

	December 31	, December 31,
CONDENSED CONSOLIDATED BALANCE SHEETS	5 2022	2021
(amounts in thousands)		
ASSETS Current Assets:		
Cash and cash equivalents	\$ 122,930	\$ 108,310
Accounts receivable, net	610,280	607,532
Inventories, net	208,682	206,555
Prepaid expenses and other current assets	11,900	10,016
Total current assets	953,792	932,413
Property and equipment, net	59,171	61,011
Right-of-use assets, net	7,558	9,579
Goodwill	73,602	73,602
Intangibles assets, net	4,648	5,868
Other assets	1,055	910
Total Assets	\$ 1,099,826	\$ 1,083,383
LIABILITIES AND STOCKHOLDERS' EQUITY Current Liabilities:		
Accounts payable	\$ 232,638	\$ 281,836
Accrued payroll	24,071	30,966
Accrued expenses and other liabilities	53,808	61,830
Total current liabilities	310,517	374,632
Deferred income taxes	17,970	19,278

Operating lease liability	4,994	6,789
Other liabilities	170	211
Total Liabilities	333,651	400,910
Stockholders' Equity:		
Common stock	291	290
Additional paid-in capital	125,784	122,354
Retained earnings	686,037	605,766
Treasury stock at cost	(45,937)	(45,937
Total Stockholders' Equity	766,175	682,473
Total Liabilities and Stockholders' Equity	\$ 1,099,826	\$ 1,083,383

#### CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS								
	Three Months 31,	led Decembe		Years Ended Deceml 31,				
(amounts in thousands)	2022		2021		2022		2021	
Cash Flows from Operating Activities:								
Net income	\$ 18,823	Ş	\$ 22,385		\$ 89,219	:	\$ 69,906	
Adjustments to reconcile net income to net cash provided by (used in) operating activities:								
Depreciation and amortization	2,978		3,037		11,978		12,202	
Adjustments to credit losses reserve	594		1,603		3,252		3,307	
Stock-based compensation expense	1,603		1,113		5,675		4,231	
Deferred income taxes	(1,308	)	753		(1,308	)	753	
Loss (gain) on disposal of fixed assets	1		(38	)	17		(36	)
Changes in assets and liabilities:								
Accounts receivable	35,782		(24,530	)	(6,000	)	(2,093	)
Inventories	4,634		(31,181	)	(2,127	)	(65,688	)
Prepaid expenses and other current assets	(1,805	)	1,781		(1,884	)	1,421	
Other non-current assets	(150	)	121		(145	)	435	
Accounts payable	(25,788	)	64,811		(49,056	)	14,814	
Accrued expenses and other liabilities	(16,164	)	9,065		(14,732	)	18,502	

)

Net cash provided by operating activities	19,200		48,920		34,889		57,754	
Cash Flows from Investing Activities:								
Purchases of equipment and capitalized software	(2,102	)	(3,210	)	(9,077	)	(10,302	)
Proceeds from sale of equipment	-		69		-		69	
Proceeds from life insurance	-		-		-		1,500	
Net cash used in investing activities	(2,102	)	(3,141	)	(9,077	)	(8,733	)
Cash Flows from Financing Activities:								
Proceeds from short-term borrowings	-		-		36,463		-	
Repayment of short-term borrowings	-		-		(36,463	)	-	
Dividend payments	(8,948	)	(26,224	)	(8,948	)	(34,599	)
Payment of payroll taxes on stock-based compensation through shares withheld	(1,410	)	(973	)	(2,244	)	(1,767	)
Net cash used in financing activities	(10,358	)	(27,197	)	(11,192	)	(36,366	)
Increase in cash and cash equivalents	6,740		18,582		14,620		12,655	
Cash and cash equivalents, beginning of period	116,190		89,728		108,310		95,655	
Cash and cash equivalents, end of period	\$ 122,930	9	5 108,310		\$ 122,930		\$ 108,310	
Non-cash Investing Activities:								
Accrued capital expenditures	\$ 192	9	334		192		334	
Supplemental Cash Flow Information:								
Income taxes paid	\$ 2,928	4	865		\$ 33,687		\$ 21,465	
Interest paid	\$ -	9	5 -		\$4		\$ -	

#### EBITDA AND ADJUSTED EBITDA

A reconciliation of EBITDA and Adjusted EBITDA to the most directly comparable GAAP measure is detailed below. Adjusted EBITDA is defined as EBITDA (earnings before interest, taxes, depreciation and amortization) adjusted for restructuring and other charges, and stock-based compensation. Both EBITDA and Adjusted EBITDA are considered non-GAAP financial measures. Generally, a non-GAAP financial measure is a numerical measure of a company's performance, financial position, or cash flows that either includes or excludes amounts that are not normally included or excluded in the most directly comparable measure calculated and presented in accordance with GAAP. We believe that EBITDA and Adjusted EBITDA provide helpful information with respect to our operating performance including our ability to fund our future capital expenditures and working capital requirements. Adjusted EBITDA also provides helpful information as it is the primary measure used in certain financial covenants contained in our credit agreements. When analyzing our operating performance, investors should use EBITDA and Adjusted EBITDA in addition to, and not as alternatives for Net income or any other performance measure presented in accordance with GAAP. Our non-GAAP financial measures may not be comparable to other similar titled measures of other companies.

(amounts in thousands)	Three Months Ended December 31, Years Ended December 31, $^{(1)}$							
	2022	2021	% Change		2022	2021	% Change	
Net income	\$ 18,823	\$ 22,385	(16	%)	\$89,219	\$ 69,906	28	%

Depreciation and amortization	2,978	3,037	(2	%)	11,978	12,202	(2	%)
Income tax expense	5,849	8,918	(34	%)	32,416	26,616	22	%
Interest expense	-	4	100	%	10	4	150	%
EBITDA	27,650	34,344	(19	%)	133,623	108,728	23	%
Stock-based compensation	1,603	1,113	44	%	5,675	4,231	34	%
Adjusted EBITDA	\$ 29,253	\$ 35,457	(17	%)	\$ 139,298 \$	\$ 112,959	23	%

(1) LTM: Last twelve months

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Investor Relations Contact: Thomas Baker, 603.683.2505 Senior Vice President, CFO, and Treasurer tom@connection.com

Source: PC Connection, Inc.



# 9.6. Exceptions to the RFP – Connection's Response

Offerors may take exceptions to the terms, however, some of the terms may not be negotiable (ref. Attachment B).

# County of Fairfax, Virginia RFP #2000003549 Technology Products, Services and Solutions Connection's Alternatives, Clarifications, and Exceptions to Terms and Conditions

Clause # & Title	Document
	RFP Solicitation#2000003549 Pre-Proposal Conference: Special Provisions
8. Program Requirements	<ul> <li>8. Program Requirements</li> <li>8.1 Qualified Offerors may be authorized resellers of the Products, Services and Solutions listed in, paragraph 3, General Definition of Products and/or Services or direct manufacturers of the Products, Services and Solutions.</li> <li>1. Offerors who are resellers must represent, sell and service the Products, Services and Solutions listed in, paragraph 3, General Definition of Products and/or Services or explain in detail how the products it does offer are able to satisfy the underlying requirement in a cost-effective manner. If the Contractor proposes a solution that will require the Fairfax County to execute a EULA, either as a signed agreement or as "clickwrap", with a software manufacturer, the Contractor shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of Fairfax County's "License Agreement Addendum" attached as Attachment C and provide a copy of each such consent with its proposal.</li> </ul>
	Alternative *As Connection is the reseller and not the manufacturer, at the time of purchase from the customer, the EULA and its terms will be negotiated between the manufacturer and the customer. The manufacturer will make its EULA available for review and it must be agreed to at or before the time the software or other licensed product is installed or accessed for the first time by the end user. The manufacturer would be provided Fairfax County's "License Agreement Addendum" and be asked to provide written consent to Fairfax Counties terms and conditions. It is the end user's responsibility to review, understand and agree to the terms of any such EULA.
8. Program Requirements	<ul> <li>8. Program Requirements <ul> <li><u>Exception</u></li> <li>8.7 Customer Service</li> <li>2. Quotations: Regardless of how a quotation, statement of work (SOW), or the like has been generated—e.g., electronically, manually, or some combination thereof—it shall contain, at a minimum, the below-listed information.</li> <li>The date on which it was generated</li> <li>The contract number assigned by the County</li> <li>List price of Products, Services and Solutions</li> </ul></li></ul>



	<ul> <li>Percentage discount or other means by which a price may be reduced as mutually agreed upon in the contract GovConnection's quotes and SOWs do not have the capability to provide this data point.</li> </ul>
	Extended price
	In addition, quotations submitted by successful Offerors shall not include additional terms and conditions (e.g., "Terms of Sale") or references to external documents, websites, etc., that have not been previously agreed to by the County in writing. The County prefers quotations be valid for 60 days, and a quotation may have to be "refreshed" if it has expired. GovConnection's quotes have a standard validity of 30 days. The time frame of quotes may be extended by customer request and on an exception basis. Upon customer request, Connection will reach out to MFG/Distributor for written authorization to extend price quote time frame in order to meet customer's request.
	Attachment D: Administration Agreement
Article V Fees & Reporting	<ul> <li>5.1. Administrative Fees. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.</li> </ul>
	to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally. Alternative Remove in its entirety and replace with: 5.1. Administrative Fees. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one percent (1.00%) of aggregate purchases with the exception of Apple products, Chromebooks, Software, and Cloud Services which shall have an Administrative Fee of one-half a percent (0.5%) made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar



	to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally. There shall be no Administrative Fee on purchases made at GovConnection's Standard cost. In addition, purchases made by credit card or purchasing card are excluded from Administrative Fees.
	Appendix A: General Conditions and Instructions to Bidders
48. Additional Charges	Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
	Clarification Add: Connection will ship most in-stock items the same day the order is received. Connection is pleased to offer FREE best way ground shipping, FOB Destination on all orders. Please note that this excludes heavyweight, expedited, oversized, or hazardous material orders.
	For orders classified as heavyweight or oversized, Connection will add our discounted shipping charges to the invoice. Heavyweight shipment is defined as a single item over 150 pounds or multiple items over 300 pounds. For orders classified as "Heavy" or "Oversized", the shipping terms will be FOB Destination, Freight Prepaid and added. Oversized is defined as a package that has large size to weight ratio. Liftgate, Inside Delivery and/or Delivery Appointment service charges will be added to the invoice.
	Connection also arranges specialized transportation services such as inside delivery, package removal and product set-up. If such services are required, Members are asked to contact their Account Manager to arrange and for a tailored rate quote.
	Connection will work with County of Fairfax / GovMVMT and their members to discuss and negotiate any additional delivery fees on a case-by-case basis.



# 9.7. County Documents – Connection's Response

- Attachment A1 Offeror Data Sheet
- Attachment A2 Virginia State Corporation Commission (SCC) Registration Information
- Attachment A3 Request for Protection of Trade Secrets or Proprietary Information Pursuant
- Attachment A4 Business, Professional and Occupational License
- Attachment A5 Certification Regarding Debarment or Suspension
- Attachment A6 Certification Regarding Ethics in Public Contracting
- Attachment A7 Fairfax County's Business Classification Schedule
- Attachment B Affirmation of Legally Required Contract Terms
- Attachment D Section 1 and Exhibit A Exhibit I

#### OFFEROR DATA SHEET

GovConnection, Inc. dba NAME OF OFFEROR: <u>Connection Public Sector Solutions</u>

ADDRESS: 732 Milford Road Merrimack, NH 03054 E-MAIL ADDRESS: sledcontracts@connection.com

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: Robert Bush, Sr. Director SLED Sales

Telephone Number: (800) 800-0019 ext. 33059

E-Mail Address: robert.bush@connection.com

Fiscal Representative: Sue Levy, Manager A/R Cash and Credit

Telephone Number: (800) 800-0019

E-Mail Address: <u>credit.corporate@connection.com</u>

Payment Address, if different from above:

GovConnection, Inc.

PO Box 536477, Pittsburgh, PA 15253-5906

Purchase Order Address, if different from above:

GovConnection, Inc. dba Connection Public Sector Solutions

732 Milford Road, Merrimack, NH 03054

#### VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The offeror:

✓ is a corporation or other business entity with the following SCC identification number: F1352089 -OR-

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

 $\Box$  is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

□ check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.

# Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 5.C.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 5.C.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a)Submission of this form with or without other reference to Article 2, Section 5.C.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b)Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret""). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. c)For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publicly available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
WCLP Discounts by	Page 3 of	Connection's Market Group Category discounts
Market Group	Cost Proposal	offered are a competitive differentiator, therefore are
		deemed confidential / proprietary.



# **Table of Content - Cost Proposal**

CONNECTION PUBLIC SECTOR SOLUTIONS' COVER LETTER TABLE OF CONTENTS

COST PROPOSAL: PRICING COMMITMENT / MODEL	1
COST PROPOSAL: ADMINISTRATIVE FEES	2
CONNECTION'S WEB CATALOG LIST PRICE (WCLP) BY MARKET GROUP	3
CONNECTION'S MANUFACTURER LIST BY CATEGORY	4
Additional Offerings	.2

#### **BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

• If you currently have a Fairfax County business license, please submit a copy with your proposal.

٠	Do you have an office in:	Virginia	□ Yes	🗹 No	
	-	Fairfax County	□ Yes	🗹 No	

• Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Connection Public Sector does not have a Fairfax County Business license, nor do we currently have offices in Fairfax County or Virginia. Connection, as a reseller of computer and technology equipment, has shipped equipment to our customers within Fairfax County. Percentage of actual work to be done in Fairfax County is currently 0%.

March 28, 2023 Date Signature

# Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

#### **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

- 1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative:	Robert Marconi, VP SLED Sales	
Signature/Date:	Bothing 1	3/28/2023
Company Name:	GovConnection, Inc. dba Connection Public Sector Solutions	
Address:	732 Milford Road	
City/State/Zip:	Merrimack, NH 03054	
TIN No:	52-1837891	

#### **Certification Regarding Ethics in Public Contracting**

In submitting this proposal, and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

$\checkmark$

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

\_\_\_\_\_

If 2 is selected, please complete the following:

Recipient:

Date of Gift:

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Offeror Representative: Robert Marconi, VP SLED Sales				
Signature/Date:	(that him of	/_3/28/2023		
Company Name:	GovConnection, Inc. dba Connecti	on Public Sector Solutions		
Company Address:	732 Milford Road			
City/State/Zip:	Merrimack, NH 03054			

This certification supplements but does not replace the requirements set forth in paragraph 59 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation

#### FAIRFAX COUNTY'S BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is requested of all businesses/organizations including publicly traded corporations, non-profits, employment services organizations, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

#### Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority- Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women- Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government/Public Body" in Step 1 GovConnection, Inc. dba

NAME OF BUSINESS: Connection Public Sector Solutions LAST 4 DIGITS OF TIN/EIN: 7891

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

 Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of.

 You may choose MORE than one (1) option.

 I Women-Owned

 I Women-Owned

#### DEFINITIONS

**Micro Business/Organization** - "Micro business" means a business that has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the prior three-year period.

**Small Business/Organization** - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - is a business that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Service-Disabled Veteran** - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

**Service-Disabled Veteran-Owned Business** - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

**Employment Services Organization** - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience.

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

- 1. <u>Funding</u>: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
- 2. <u>Non-discrimination</u>-During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

- 3. <u>Authorization to Conduct Business in the Commonwealth:</u> A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 4. <u>No Indemnification by the County</u>. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

# 5. Contractual Disputes:

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 6. <u>Drug Free Workplace</u>: During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 7. <u>Immigration Reform and Control Act</u>: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 8. <u>Audit of Records</u>: The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
- 9. <u>Prohibition on the Use of Certain Products and Services</u>. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the U.S. Department of Homeland Security for use on federal systems.
- 10. <u>Venue</u>. Venue for any claim under a contract or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

Signature/Date:	Both for S	

/ March 28, 2023

Printed Name/Title: Robert Marconi

/ Vice President SLED Sales

Company Name: GovConnection, Inc. dba Connection Public Sector Solutions

RFP 2000003549 Attachment D



# ATTACHMENT D

# SOLICITATION

ΒY

# COUNTY OF FAIRFAX, VIRGINIA

# REQUEST FOR PROPOSALS# 2000003549

FOR

TECHNOLOGY PRODUCTS, SERVICES AND SOLUTIONS

- -----

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GovMVMT PURCHASING COOPERATIVE

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- Section 1 Representations and Covenants
- Exhibit A Questionnaire for National Consideration
- Exhibit B Supplier Response
- Exhibit C Administration Agreement
- Exhibit D Master Intergovernmental Cooperative Purchasing Agreement
- Exhibit E Lead Public Agency Certificate
- Exhibit F Federal Funds Contract Provisions
- Exhibit G FEMA (Federal Emergency Management Agency) Contract Provisions
- Exhibit H New Jersey Business Compliance
- Exhibit I State Notice Addendum

#### 1. **REPRESENTATIONS AND COVENANTS**

#### Commitments

GovMVMT views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both GovMVMT and the Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.

### 2.1 Executive Commitment

- A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Suppliers contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT website and shall implement and support such web page.

- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

## 2.2 Value Commitment

- (i) Supplier represents to GovMVMT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) <u>Contracts Offering Lower Prices.</u> If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) <u>Deviating Buying Patterns</u>. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) <u>Supplier's Options in Responding to a Third-Party Procurement Solicitation</u>. While it is the objective of GovMVMT to encourage Public Agencies to piggyback onto the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
  - A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
  - B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative consideration.
- **2.3 Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- A. Lead Public Agency process
- B. Non-profit structure
- C. Public Benefit Programs
- D. Value Commitments
- E. Advisory Council Oversight
- F. Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.

- 2.4 Sales and Marketing Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
  - Supplier Sales. Supplier shall be responsible for proactive sales of Suppliers (i) Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing

camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

- (ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) <u>Participating Public Agency Access</u>. Supplier shall establish thefollowing communication links to facilitate customer access and communication:
  - A. A dedicated GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:
    - 1) GovMVMT standard logo with Founding Sponsor logos;
    - 2) Copy of original procurement solicitation, including all addenda;
    - 3) Copy of Master Agreement including all amendments;
    - 4) Summary of Products and Services pricing;
    - 5) Electronic link to GovMVMT's online registration page;
    - 6) Other promotional material as requested by GovMVMT;
    - 7) A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
    - 8) A dedicated email address for genera inquiries in the following format: GovMVMT@(suppliername).com.
- (v) <u>Electronic Registration</u>: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

- (vi) <u>Supplier's Performance Review</u>: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "<u>Supplier Content</u>") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**Connection Response:** Connection acknowledges and understands. Please reference Connection's responses within the Technical Proposal, Cost Proposal, Attachment A (A1-A8) Attachment B, Attachment C, Attachment D (Exhibits A-I), and Addenda #1-3, for details.

#### EXHIBIT A QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

- Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally? Yes ✓ No
- 2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?

Yes  $\checkmark$  \*No\_\_\_\_\_ (\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?

Yes 🗸 \*No\_

(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)

4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?

Yes 🗸	No

- 5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress? Yes\_\_\_\_\_ No\_\_\_\_
- 6. Does your company have the ability to provide electronic and ecommerce ordering and billing?

Yes\_\_\_\_No\_\_\_\_

- Will the GovMVMT contract be your lead public offering to Participating Public Agencies? Yes 
   No\_\_\_\_
- 8. Check which applies for your company sales last year in the United States:

Sales between \$0 - \$25 Million

- Sales greater than \$25 Million to \$50 Million
  - Sales greater than \$50 Million to \$100 Million
- Sales greater than \$100 Million

Submitted by:

Robert Marconi	Vice President SLED Sales		
(Printed Name)	(Title)		
(And ling)	March 28, 2023		
(Signature)	(Date)		

# **Connection's Response to Exhibit B Supplier Response**

RFP 2000003549 Attachment D

# EXHIBIT B SUPPLIER RESPONSE

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

# A. National Commitments

 Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment. Connection has read, acknowledges, understands, and agrees to comply with the Supplier Representations and Covenants. Throughout our response, we hope to demonstrate that the entire organization is committed to promoting the resulting contract and to providing the highest level of support and benefit to the Participating Public Agencies. Connection agrees to make the four commitments – Executive, Value, Differentiator, Sales, and Marketing – as outlined in Section 1.

### **B.** Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.

<u>Connection's History</u>: GovConnection, Inc. is a wholly owned subsidiary of PC Connection, Inc., which was founded in 1982. Patricia Gallup and David Hall established PC Connection, Inc. in 1982 with a mission to offer "a better way to buy information technology products." 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 competitive prices.

- GovConnection, Inc. started as ComTeq Federal, Inc. in 1993 and became a wholly owned subsidiary of PC Connection in 1998.
- In January of 2002, ComTeq was renamed and incorporated as GovConnection, Inc.
- In 2016, the company rebranded; the company rebranded with a new "Connection" brand uniting all subsidiaries under one clear, concise, and powerful brand name. NASDAQ stock ticker changes from PCCC to CNXN.

<u>Today:</u> In recent years, we have grown into a Fortune 1000 company, with annual revenues of \$3 billion. Today, our 2,500 employees work in offices in New Hampshire, Florida, Illinois, Massachusetts, Maryland, New Jersey, Pennsylvania, South Dakota, in our full service, ISO 9001:2015-certified Technology Integration and Distribution Center (TIDC) in Wilmington, Ohio, as well as remotely, nationwide.

Connection<sup>®</sup> is a Global Solutions Provider that connects people with technology to enhance growth, elevate productivity, and empower innovation. The Connection brand includes Connection Public Sector Solutions, Connection Business Solutions and Connection Enterprise Solutions. Through these three companies we provide customer-centric IT solutions and services to public sector markets, small- to medium-sized businesses, and enterprise, respectively.

Connection Public Sector Solutions is a premier reseller and leading National Solutions Provider to the public sector. We offer IT products and solutions to our extensive client base

of public sector customers, including these market segments: Higher Education institutions, the Federal government, K-12 schools and state and local governments.

Connection has a 40-year history of maintaining strong, long-standing manufacturer/vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 460,000 products from over 1,600 manufacturers.

Connection holds premier certifications and authorizations from leading vendors—including Cisco Gold, Hewlett Packard Enterprise Platinum, Lenovo Platinum, and Microsoft Gold. In addition, our talented engineers have acquired more than 2,500+ 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.

These established manufacturer relationships enable us to offer deep pricing discounts. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can recommend the most objective, effective, and cost-efficient solutions.

<u>Contract Expertise:</u> For decades, Connection has been successfully partnering with cooperatives and consortia that have national, regional, and local reach. A significant portion of our business is conducted through cooperative/consortium group purchasing contracts. We support the smallest memberships with the same care as we do the largest memberships. We understand how these contracts work and operate and pride ourselves on working closely with our cooperative administrators and members to identify where the value is needed.

Connection understands the importance of cooperatives in the public arena and what they care about most... Savings/Value. Shared knowledge. Information gathering. Purchasing leverage. Strength in numbers.

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

<u>The Future:</u> Ever-changing technology will continue to shape the way we work, communicate, and manage our lives. As technology continues to evolve, Connection Public Sector Solutions will continue to be a national solutions provider that connects our customers with technology that enhances growth, elevates productivity, and empowers innovation.

<u>Connection is the most qualified supplier</u> and is ideally suited to servicing the contract resulting from this RFP, mainly due to our:

- long, rich, and successful history providing these services to servicing contracts of similar size to our many public sector customers.
- experienced and highly trained Sales Team already in place to service the County of

Fairfax, VA / GovMVMT contract and its Participating Public Agencies (PPAs).

- full technology solution expertise and experience in IT with nationwide delivery.
- longstanding manufacturer partner relationships / certifications.
- objective solutions recommendations.
- 2. Provide the total number and location of salespersons employed by your company in the United States.

Connection has 10 different office locations and several remote offices, nationwide. Employees per location have been listed below:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
2	Boca Raton	FL
14	Dakota Dunes	SD
36	Exton	PA
58	Keene	NH
108	Merrimack – HQ	NH
24	Merrimack – PS Office	NH
24	Rockville	MD
26	Schaumburg	IL
29	Wilmington	OH
572	Full-Time Remote	USA
Total: 893		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Upon award, Connection commits to aggressively promote the County of Fairfax / GovMVMT contract and to continuously provide enablement and best in class training to our Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers.

The following are some examples of the contract training that will be required by Connection and implemented by the Sales team:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite Manufacturer training sessions with each of the highlighted partners
- Dedicated Sharepoint Repository available for County of Fairfax / GovMVMT collateral and tutorial

Connection will work closely with the County of Fairfax / GovMVMT team for strategy and account mapping. Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

• Co-branded email to Connection's entire education, healthcare and state and local agencies lists, highlighting contract and special offers for PPAs.

- Listed on contracts page linking to PPAs customized County of Fairfax / GovMVMT contract web pages, which can be created and implemented by Connection.
- Social media campaign to increase awareness of contract.
- Google AdWords campaign to increase awareness of contract.
- Webinar with County of Fairfax / GovMVMT members.
- Custom collateral.

Connection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and ensures 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 the PC Connection companies, we are still small enough to quickly roll out information, terms, and pricing structures to our sales organization.

Initially, Connection's sales team will coordinate conference calls as often as needed, to ensure complete understanding of the contract implementation, between the County of Fairfax / GovMVMT and Connection. Once both parties are fully comfortable and settled, the team will coordinate monthly conference calls, will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to update County of Fairfax / GovMVMT on its contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns.

Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If at any time County of Fairfax / GovMVMT needs us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

4. Provide the number and location of support centers. Connection's support centers are:

Merrimack, NH Sales Office 732 Milford Road Merrimack, NH 03054

Keene, NH Call and Service Center 450 Marlborough Street Keene, NH 03431

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

Wilmington, OH Sales Office & Technology Information and Distribution Center (TIDC) 2870 Old State Route 73 Wilmington, OH 45177

5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2020, 2021, AND 2022				
SEGMENT	20 <u>20 </u> SALES	20 <u>21 </u> SALES	20 <u>22 </u> SALES	
Cities*	\$48,644,248	\$40,981,138	\$47,868,222	
Counties	\$18,838,591	\$14,686,440	\$18,034,362	
K-12 (Public/Private)	\$187,850,885	\$240,301,392	\$266,229,198	
Higher Education (Public/Private)	\$204,196,314	\$210,680,054	\$220,240,277	
States	\$11,643,469	\$12,353,185	\$11,544,653	
Other Public Sector and Nonprofits	\$20,577,001	\$20,356,650	\$20,331,940	
Federal	\$171,939,746	\$164,917,168	\$155,756,248	
Private Sector	NA	NA	NA	
Total Supplier Sales	\$663,690,254	\$704,276,028	\$740,004,901	

\*Sales for "City & County" Entities roll into Counties Segment

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2020, 2021, AND 2022				
SEGMENT	20 <u>20 </u> SALES	20 <u>21</u> SALES	20 <u>22 </u> SALES	
Cities*	\$48,644,248	\$40,981,138	\$47,868,222	
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States	\$11,643,469	\$12,353,185	\$11,544,653	
Other Public Sector and Nonprofits	\$20,577,001	\$20,356,650	\$20,331,940	
Federal	\$171,939,746	\$164,917,168	\$155,756,248	
Private Sector	NA	NA	NA	
Total Supplier Sales	\$663,690,254	\$704,276,028	\$740,004,901	

\*Sales for "City & County" Entities roll into Counties Segment

7. Provide a list of your company's ten largest public agency customers, including contact information.

Connection Public Sector Solutions maintains that a list of Connections Top 10 Public customers and their respective contact information is deemed confidential. Upon further request, Connection would ask all parties involved to agree to, and sign a Non-Disclosure Agreement prior to submitting this information.

8. Describe any green or environmental initiatives or policies.

# Connection's Commitment to Sustainability

As a leading technology solutions provider, Connection is committed to delivering on a foundation of Earth-friendly practices in everything that we do. This is being accomplished through the support of community programs, empowerment of our employees, and collaboration with a network of dedicated, responsible partners who exemplify environmentally sound business practices and demonstrate a strong commitment to sustainability initiatives. These actions are focused on driving company-wide sustainability practices that result in a positive impact on the environment and significant, long-term benefits to our employees, customers, partners, and the communities in which we live and work. We have had a long - time commitment to good environmental, "green," practices, with several established environmental and sustainability policies and programs in place, to meet the requirements of our environmentally conscious customers.

### **Ongoing Education**

- Connection wants its customers to know they have options. When our partners provide ENERGY STAR<sup>®</sup>, EPEAT, and RoHS ratings electronically, Connection includes this information on its website to help customers make informed decisions. Connection also utilizes EPEAT resources for identifying ratings across the most used IT products.
- Account Managers attend regular manufacturer meetings and training sessions, so they



are kept informed of the latest "green" technology product offerings.

### Recycling

- Connection isolates, bales, and recycles all waste corrugated (cardboard) including cartons from our suppliers and returned packages.
- Connection isolates, bales, and recycles all stretch wrap removed from pallets.
- Connection utilizes trash haulers that sort and recycle our trash.
- Connection isolates all wastepaper, shred, bale, and recycle it.
- Connection recycles toner cartridges, shrink wrap, and airbags used in our configuration lab and warehouse.
- All e-waste is recycled through certified e-waste recycling companies.
- Connection has invested heavily in the refurbishment and use of existing structures whenever we have expanded our footprint, thereby reducing the effect of corporate sprawl.

# Warehouse Packing & Shipping

• Connection eliminated the use of packing peanuts.

- The shipping cartons we purchase are manufactured with a minimum of 65% recycled PCW material.
- The packing paper we use as dunnage in our shipping cartons is manufactured with a minimum of 40% recycled PCW material.
- All corrugated boxes received from vendors are baled and shipped to a corrugated recycling company.
- All pallets used for storage and shipping are obtained by reusing pallets upon which vendor product was shipped to us.
- Connection receives more pallets than we ship. All excess pallets are shipped to a pallet recycling company.
- All dunnage material used by our vendors for shipments sent to us is either reused in our customer shipments or provided to other local business for use as packing material.
- Many packages we handle are self-shippers (packaged by the manufacturer and never opened by TIDC); we do not add to the manufacturer's recommended minimum level of packaging material.

# **Energy Consumption**

- Connection utilizes low E glass to control radiant heat and heat/cooling loss.
- Connection incorporates skylights to introduce natural light, and special shading systems to control heat gain and cooling loss.
- Connection incorporates automated energy management systems to regulate temperatures and to control temperature and lighting, to coincide with times of occupancy.
- We reduce energy consumption via the use of low energy lamps, electronic ballasts, and energy star rated equipment.
- All coolants in our air conditioning and refrigeration systems are environmentally friendly.
- Irrigation systems utilize recovered rainwater.
- Air circulation systems were installed to incorporate a filter system and to take advantage of high ceiling heat in the winter, and floor level cool air in the summer, resulting in improved air quality and temperature with minimal energy consumption, and reduced heating/cooling cost.
- Motion lights installed in our offices, and warehouse reduce energy consumption.
- Connection's conveyor systems are low voltage DC powered rollers with 30" zones so they are only running when a package is within that zone. This greatly reduces power consumption, noise levels, and provides a much safer environment.

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications. Connection employs several diversity and inclusion policies. Here are some examples:

**Dedicated Resources:** Connection has dedicated employees to support our diversity, equity, and inclusion initiatives. We have also created an employee driven committee to dedicate time and resources to further expand and enrich our diversity and inclusion efforts.

- As a trusted and experienced supplier to the Public Sector market, Connection is committed to diversity and inclusion. We have an employee driven committee called the Connection Cares Leadership Council (CCLC): Diversity, Equity, & Inclusion team. The team has two senior leader sponsors as well. Our CCLC has a specific area of focus on diversity, equity, and inclusion. Connection is committed to creating a culture where employees can thrive and make our communities—and our company—stronger, healthier, and more inclusive by bringing together people, perspectives, and ideas. Our mission is to cultivate cohesiveness, teamwork, and inclusion—empowering employees with a comfortable, safe, and healthy environment to foster productivity and become an employer of choice. Employees have an opportunity to share and celebrate their differences. Our hiring managers work to establish new relationships with colleges and community leaders in diverse areas, training, and employee resource groups.
- Connection's Diversity, Equity, & Inclusion (DE&I) Advocate is available to assist the team and the organization to move initiatives forward surrounding the DE&I space.
- Connection staffs a compliance person in the HR department who manages the affirmative action plans to ensure best practices for a diverse workforce.

**Diverse Supplier Relationships:** GovConnection, Inc. d/b/a Connection Public Sector Solutions (Connection) utilizes small, disadvantaged, minority-owned and/or women-owned, and/or HUBZone businesses, whenever possible. Connection is a Value-Added Reseller who does not manufacture products; however, we have contracts in place, and we agree to maximize efforts to subcontract small and socioeconomically challenged business to provide services under our indirect cost pool. We will make every commercial effort to work with Diverse Suppliers for these service projects. Each situation will be analyzed individually and the partner that best fits the needs of each customer, will be used, when possible. Connection has a Federal Government Approved Small Business Subcontracting Plan that is valid for FY2023. In this plan, we commit subcontracting dollars to small business concerns including Alaskan Native Corporations, and Indian tribes, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Businesses, HUBZone Businesses and Women-Owned Businesses.

In addition, Connection Public Sector Solutions is currently participating in the SBA's Mentor-Protégé Program (SBAMPP) as a mentor to a small HUBzone certified company, providing Management and Technical Assistance, Financial Assistance, Contracting Assistance, Business Development Assistance and General and/or Administrative Assistance, when necessary, to help build their business in the public sector market. Connection's participation in this program will increase our ability to leverage our Protégé's

expertise in relevant technologies such as networking, cloud computing, cybersecurity, mobile solutions, internet of things, industrial control systems, and managed security services, while also improving HUBZone utilization. Supporting Mentor-Protégé documentation is available upon request.

Whenever possible, Connection actively engages diversity partners to perform services. Currently, we are working on an initiative that will make it easier for our Account Managers to identify diversity partners with specific capabilities that are local to specific regions around the country. Once completed, this initiative will enhance our ability to quickly engage a diversity partner when needed, resulting in more diversity participation. Connection is committed to helping its customers meet their diversity goals.

- 10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
  - a. Minority Women Business Enterprise (MBE or WBE) Yes\_\_\_\_ No\_✓\_\_
  - b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE) Yes\_\_\_\_ No\_\_\_
  - c. Historically Underutilized Business (HUB) Yes\_\_\_\_ No\_\_∕\_\_
  - d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes\_\_\_\_ No\_✓\_\_
  - e. Veteran Business Enterprise (VBE) Yes\_\_\_\_ No\_✓\_\_
  - f. Service-Disabled Veteran's Business Enterprise (SDVBE) Yes\_\_\_\_ No\_\_∕\_\_

If you responded yes to any designations in a-f, please list certifying agency(ies):

11. Please describe any Affirmative Action Policy your company has in place.

**Hiring/Recruitment:** Connection is committed to diversity in our recruiting, retaining, and developing of talent. We hire and recruit from a variety of sources including posting our jobs on a variety of sites to target diverse candidate pools. Connection was awarded the Pro Patria award from the National Guard in 2020 to recognize us for our support of the military.

Here is our latest policy:

https://connect.connection.com/HR/Policies%20and%20Procedures/Equal%20Employmen t%20Opportunity.pdf#search=affirmative

**Training:** We provide robust employee training programs around Diversity, Equity, & Inclusion.

• Our entire population has completed an SAI Global online compliance course, "Diversity: Unconscious Bias". Our people managers have taken an additional

"Unconscious Bias" training that is a live, half day training.

- We roll out a "Code of Conduct" training each year to all employees that provides guidance on what is contained in Connection's Code of Business Conduct and Ethics and what is expected of employees to respond appropriately to situations that may arise in the workplace. These include situations of any harassment or differential treatment.
- Another course is our "Respect & Dignity in the Global Workforce". This training covers what employees need to know to help prevent, and if necessary, respond to sexual harassment and discrimination in the workplace. All existing employees as well as new hires are required to complete this training.
- Our "Life Safety at Work: Mental Health" course provides employees with strategies for supporting coworkers' mental health before it becomes too consequential. Employees are taught to identify signs of mental health concerns in the workplace and know appropriate actions to take.
- All of these courses are required.

# C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Once an account is established, the PPAs could place an order in several ways. They have the option of logging into their secure web ordering portal or may place an order by contacting their Connection account team for assistance.

The following outlines the order processing procedure.

- Connection can provide secure, 24x7 ordering portals. Our mature and extremely successful web-based business is the hub around which our business is built. We have the expertise and the capabilities in place to support robust electronic procurement / ordering processes for County of Fairfax / GovMVMT PPAs.
- Once logged into their County of Fairfax / GovMVMT web ordering portal, PPAs will be able to view County of Fairfax / GovMVMT contract pricing.
- The order can then be placed directly in the web portal with a valid purchase order or P-Card. The PPAs have the additional options of placing the order over the phone, via fax or email.
- Order is reviewed for accuracy, availability, and contract compliance.
- Order is released for processing and invoicing. Connection maintains an overall order accuracy rate of 99.999%.
- Order is fulfilled. Connection maintains a same day order fulfillment rate for in-stock, pick and ship products of 99.5%.
- Delivery time frame: In-stock products are typically delivered within 2-5 business day.\*
- Once an order is placed, the customer will receive system generated (automated) emails to provide order status, shipping notifications, and tracking information.

- All orders shipped can be tracked from the point origin to the requested delivery address.
- Shipment tracking is available for web purchases once the order has shipped. The tracking number is listed on the site after the product is ordered. The customer may click on the tracking number to receive tracking details.
- Upon shipping, a system generated (automated) email with tracking information is sent to the email address of the member who placed the order, or an alternate designated by that User. For example, a purchasing specialist can enter an end user email address in addition to, or in place of, their own as the recipient of email tracking information. The PPAs Connection Account Manager has the same ability for all orders placed internally.
- Shipment tracking can also be viewed when logged into the secure web order portal. The customer could search for their order-by-order number, purchase order or name and then click the tracking link within the order summary. If the order shipped in several cartons, separate tracking links will be provided for each carton.
- For added convenience, Connection's web ordering site also allows customers to generate an Order Tracking Report, which will provide the status of all open and shipped orders.
- Once an order is delivered, the order will be invoiced.

NOTE: Members of Connections Sales Team are available to advise and assist with this process whenever needed.

\* Coronavirus Notice: Notwithstanding anything else to the contrary contained in this proposal, Connection shall in no event be liable for delivery delays that are caused by circumstances beyond Connection's reasonable control, including without limitation, carrier delays, product unavailability, fire, acts of God or government agency, severe weather, acts of war, labor shortages, power failures or health pandemics. Furthermore, Connection shall not be liable for any global shipping delays caused by the Coronavirus outbreak. Order status can be obtained from:

https://www.connection.com/IPA/Reporting/OrderTrackingRequest

- In what formats do you accept orders (telephone, ecommerce, etc.)? Connection has the capability to receive and process orders placed against a Purchase Order or a credit card through a variety of means, including telephone, fax, e-mail, postal mail, web orders and personalized, eCommerce websites.
- 3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing. Connection integrates with many institutions' procurement systems and 3rd party systems, allowing us to provide seamless single sign on, offsite carts, quoting, automated electronic ordering and electronic invoicing. Connection has successfully integrated its e-procurement tools with these systems to our customers' complete satisfaction. We currently interface with such e-Procurement partners as Jaggaer, Ariba (including Ariba Punchout), Oracle Supplier Network, Oracle Exchange and iProcurement, Peoplesoft, SAP-SRM (including OCI

Transactions), Coupa, Workday, 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.

- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
   Connection's payment terms are Net 30, by ACH, check or wire. Credit cards may be used for payment at the time of order. Net 30 accounts may not be paid by credit card.
- State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
   Connection allows the use of procurement card and credit card purchasing via telephone, fax, e-mail, postal mail, web orders and personalized, eCommerce websites. Net 30 accounts may not be paid by credit card.
- 6. Describe how your company proposes to distribute the Products and Services nationwide. For over 40 years, Connection has been successfully and efficiently distributing products and services nationwide. We attribute our success delivering nationwide to our Technology Integration and Distribution Center (TIDC) which is centrally located in Wilmington, Ohio. This strategic location is within one hour of three metro areas, giving greater access to a large skilled labor pool as well as a wide range of transportation providers. This facility is also within a 3-day UPS ground transit time to 74% of the population.

For additional information on the dependable and seamless distribution and fulfillment offered by Connection's TIDC, we hope you will enjoy the video located at the bottom of the page via the following link provided on the next page:

http://www.govconnection.com/technology-services/distribution-and-configuration-center and at https://vimeo.com/383306378/9ae0111ed7.

Supplementing the efforts of our TIDC are our nationwide drop-ship partner locations. These locations blanket the country and are distribution centers for partners such as, but not limited to, Synnex, Ingram Micro, Tech Data, and D&H. Products from these locations ship for next-day delivery, of in-stock products, provided orders are placed by 3:00 p.m. ET.

Additionally, when required, products can be shipped directly from one of our 1,600 manufacturer partners' warehouses.

Connection's delivery options are among the most convenient in the industry. Customers designate their desired shipping levels at the time of purchase; options include next-day, next-day early morning, two-day, ground, Saturday delivery, and other standard alternatives. Options other than standard, ground shipping will incur and additional charge. Customers may also utilize their own shipping accounts.



Main Distribution Center - Wilmington Ohio	Bluestar	Edge Technology	Micron
AB Distributing	D&H	Essendant	Scansource
Accutech	Digital Storage	Ingram Micro	Stampede Global (Xertis)
Axiom	Douglas Stewart	Ma Labs	Synnex
			Tech Data

7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user. Supplementing the efforts of our Distribution and Configuration Center are our distribution partners, whose locations blanket the country, for expeditious nationwide delivery. (See graphic above.) Products from these locations ship for next-day delivery, of in-stock products, provided orders are placed by 3:00 p.m. ET. Heavyweight order cutoff time is 12:00 Noon and will not always be available for next day delivery.

These partners include:

- AB Distributing
- Accutech
- Axiom
- Blue Star
- D&H

- Douglas Stewart
- Edge Technology
- Essendant
- Ingram Micro
- Ma Labs

- Micron
- Scansource

• Synnex

• Tech Data

• Stampede Global

Currently, Connection utilizes the following Shipping/Freight Carriers:

- UPS
- FedEx
- FedEx Freight
- Pitt Ohio
- US Postal Service
- Panther
- CEVA
- Pegasus
- XPO
- DBA
- MMS
- Clipper Ship
- Globaltranz
- TQL
- DS Freight

8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Pricing for the County of Fairfax / GovMVMT contract will be directly tied to a special pricing code (ASP) that will constantly and consistently apply the agreed upon contractual discounts to our published and publicly available online catalog via an online ordering portal site.

Discounted contract codes will be loaded onto the sites to ensure that when County of Fairfax / GovMVMT PPAs order a specific product, that they will receive the agreed upon contract pricing.

Once the user is logged into their web ordering page, the contract code will only allow the discounted product pricing to be applied and will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products. This method allows for complete transparency and may be audited at any time for accuracy by PPAs.

<u>The Process</u>: Account Specific Pricing codes (ASPs) are created in our internal order management systems and imported into our B2B sites. ASPs calculate the contract maximum sell price by use of the appropriate formula (list minus, etc.). ASPs feed sku's and pricing directly from our CRM system during the quoting process to ensure that only County of Fairfax / GovMVMT contract compliant products are available for quoting at contract compliant pricing. ASPs can be updated, as needed if contract pricing changes, or per customer needs.

<u>Pricing Commitment:</u> Connection is proposing static discounts from its standard Web Catalog List Price (WCLP). The pricing model is one that is fluid and adaptive to the market. Account-specific pricing will automatically change for County of Fairfax / GovMVMT PPAs. This list price is available via our web site catalog (WCLP) located at <u>www.connection.com/ps</u>. We offer discounts by product category. Pricing will be dynamic and based on these publicly available list prices at the time of order. All the County of Fairfax / GovMVMT account-specific pricing will offer our sales team the flexibility to work with vendors and manufacturers to negotiate additional discounts when available.

County of Fairfax / GovMVMT-specific discount pricing can be viewed at <u>www.govconnection.com/GOVMVMT</u>. An account can be created under the "FIRST TIME USER" link or you may login under a previously created test account under "LOG IN" link using the following login information:

User: <u>govmvmt@pcc.ide</u> Password: Connection1

The offered discount will remain firm for the term of the contract. If a percentage discount causes the sell price to fall below our standard cost, the sell price shall be adjusted and honored at Connection's standard cost. Connection will not be required to sell below Connection's standard cost due to percent discount from list. In addition, there shall be no

Contract Fees/CAFs paid on purchases made at Connection's standard cost. Credit/Purchase Card purchases and purchases that are below Connection's Cost plus 3% are excluded from administrative fees/payments. Please note: Cost is defined as the "CNXN Public Sector Contract Cost I" which incorporates general, administrative, and acquisition costs related to the inventory of product including the warehousing and distribution of product.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

Connection's state-of-the-art Technology Integration and Distribution Center (TIDC) is in Wilmington, Ohio. This configuration / warehouse facility is a 300,000 square foot facility. The site offers configuration services, depot services, distribution services, warehousing, and is ISO 9001:2015 Certified. Connection's technicians can configure IT equipment to meet specific customer requirements. For additional information on the dependable and seamless distribution and fulfillment offered by Connection Public Sector Solutions' state-of-the-art TIDC, we hope you will enjoy the following video. <a href="https://vimeo.com/383306378/9ae0111ed7">https://vimeo.com/383306378/9ae0111ed7</a>.









# Why the Right Connection Makes All the Difference

Built from the ground up to simplify your technology lifecyde, Connection's Technology Integration and Distribution Center (TIDC) offers everything you need to integrate technology into your organization seamlessly and affordably. Optimize your end-user experience with custom configuration services, convenient deployment options, and advanced inventory planning and rollout management—all backed by exceptional customer service and support.

# Facility Specifications

Wilmington, Ohio

warehouse space

45,000 sq-ft state-of-

 ISO 9001:2015 certified configuration lab

art integration lab.

 20GB Fiber Optic line
 3,000+ unit-perday capacity
 275 employees

300,000 sq-ft facility

Located in

· 200,000 sg-ft

#### Key Stats

- 1.4-million cartons shipped per year
- 450,000 units configured per year
- On-time order fulfillment: >98% / 48 Hours
- Inventory accuracy of 99,99%

#### Select Services

- Configuration services
- Inventory management
- Asset management
- Remote management
- Depot services
- Location-in-a-box
- Value-added services
   ...and MUCH more.

Located in Wilmington, Ohio Air Park

Though not part of Connection directly, we work with nationwide distribution partner locations to supplement the efforts of our TIDC. These locations blanket the country and are distribution centers for partners such as, but not limited to, Synnex, Ingram Micro, Tech Data, and D&H.

Additionally, when required, products can be shipped directly from one of our over 1,600 manufacturer partners' warehouses.

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10. Describe your ability to provide customized reports (i.e., commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

Connection is fully committed to customizable and robust reporting on behalf of our customers. We can offer several types of reporting; we will work to meet the reporting needs, both current and future, of each Participating Public Agency.

Examples of our reporting capabilities include:

**Contract Reporting:** We follow detailed ISO processes to ensure that we comply with all our contract requirements. Since receiving our ISO 9001:2015 certification, we have gone through annual recertification audits through SAI Global an International ISO Certification Registrar. Our Quality Management team conducts quarterly management reviews. In addition, Connection's internal audit team conducts periodic audits to ensure contract compliance. Contract compliance includes pricing and reporting as well as customer satisfaction reviews.

**eCommerce Site Reporting/B2B:** This Reporting can be generated by PPAs or Administrators of their eCommerce site, as well as by Connection's dedicated account managers. Connection can provide certain customized, customer-specific, reports based on User rights of your customized eCommerce solution site, that include:

- Order Tracking
- Proof of Purchase/Invoicing
- Purchase History
- Proof of Delivery
- Invoice History

Additional / Key Performance Indicator (KPI) Reporting: Over the years Connection has built out a robust reporting platform designed to increase the operational efficiencies of our customers. We want to help our customers make the best decisions possible by providing complete transparency.

Our promise – If we have the information, we'll be able to report on it for you. Your dedicated sales and operations team will be the direct line of contact for these types of reporting requests.

- 11. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.

Connection has the capabilities in place to support robust order management systems for County of Fairfax / GovMVMT. We offer secure, online, eCommerce solution sites that are customizable for each account. Connection, along with our B2B website, can help you streamline your IT purchasing. Our B2B website helps you standardize your purchasing practices, control unauthorized spending, reduce paperwork, and increase productivity. These sites offer an efficient procurement channel with benefits that include purchasing authorization control and reporting, among many others.

These sites will ensure that products and services that are not on contract, will not be sold. County of Fairfax / GovMVMT-specific pricing for County of Fairfax / GovMVMT-selected products will be loaded onto each site. Connection's Order Entry and Account

Management systems will accept a custom contract code that will not allow excluded products to be ordered on contract. Once the user is logged into their web ordering page, the contract code will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products.

Some of the features and benefits to County of Fairfax / GovMVMT include:

- Shop County of Fairfax / GovMVMT-priced, discounted products, over 460,000 technology items, or create a custom catalog of agency-approved products only.
- Account dashboard landing page can be customized with personalized messaging, logo, along with recommended and product standards for individual purchasers.
- Users research and shop product technology, pricing, specifications, system requirements and compatibility with our easy-to-use navigation tools.
- Create and save quotes. The quoting system allows users to request online quotes from the County of Fairfax / GovMVMT Account Team.
- Create personal quick-lists (favorites) for frequently purchased items.
- Check real time order status.
- Multiple level hierarchy of purchase authorization shopper, buyer, and management. Each level can have different permissions and authorizations.
- Users can transact orders independently with payment options of credit card and/or Purchase Order.
- Reporting capability based on User rights including Order Tracking, Proof of Purchase/Invoicing, Purchase History, Invoice.
- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

Connection integrates with many institutions' procurement systems and 3rd party systems, allowing us to provide seamless single sign on, offsite carts, quoting, automated electronic ordering and electronic invoicing. Connection has successfully integrated its e-procurement tools with these systems to our customers' complete satisfaction. We currently interface with such e-Procurement partners as Jaggaer, Ariba (including Ariba Punchout), Oracle Supplier Network, Oracle Exchange and iProcurement, Peoplesoft, SAP-SRM (including OCI Transactions), Coupa, Workday, 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.

#### D. Sales and Marketing

- 1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
  - Executive leadership endorsement and sponsorship of the award as the Supplier's goto-market strategy within the first 10 days.
     Larry Kirsch, President of Connection Public Sector Solutions, will endorse and sponsor the award as the Public Sector go-to market strategy within the first 10 days of award.
  - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMT team within the first 90 days. Connection acknowledges, understands, and agrees to comply.
- 2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
  - a. Creation and distribution of a co-branded press release to trade publications. Connection will professionally write and distribute a co-branded press release to trade publications within 90 days.
  - Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
     Connection will publish an Announcement, details of the Master Agreement, and contact information on our website within the first 90 days. A more accurate timeframe would be within two weeks of notification of award and execution of the contract / agreement.
  - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Connection commits to attend and participate at national, regional and provider-specific

Connection commits to attend and participate at national, regional and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement, alongside GovMVMT.

d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
Connection commits to attend, exhibit, and participate at the NIGP Annual Forum in the

Connection commits to attend, exhibit, and participate at the NIGP Annual Forum in the GovMVMT reserved area. Connection will present a professional booth with applicable technology demos, knowledgeable booth staff, and entertaining giveaways.

 e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
 Connection is experienced in producing print and digital advertising and will provide appropriate advertisements for publication in trade publications.

- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Connection is committed to promoting the GovMVMT Master Agreement throughout the term. Connection's marketing tema will work with the marketing contact at GovMVMT to build a relationship and work on promotion ideas and campaigns to strengthen the relationship and provide value. Connection will produce professional looking case studies, collateral pieces, presentations, emails, social media, and more to promote the Master Agreement.
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
  - GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.

Connection acknowledges, understands, and agrees to comply and provide the dedicated GovMVMT internet web-based homepage as defined above. A link from our home page will help direct customers to this page quickly. This page can be updated, or a new page created to include all the new documents supporting the Master Agreement which would include, but are not limited to:

- GovMVMT standard logo.
- Copy of original Request for Proposal.
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
- Summary of Products and pricing.
- Marketing Materials
- Electronic link to GovMVMT website including the online registration page.
- A dedicated toll-free number and email address for GovMVMT.

#### **Connection's Go-To-Market Strategy**

Our Go-To-Marketing strategy is broken out into four focus areas: Brand, Customer Engagement, Lead Generation, and Sales Enablement. In additional to a full education and government marketing team, we work in tandem with our healthcare teams to further support growth in these segments.

#### Brand Strategy

Our brand strategy includes traditional and digital advertising components for K-12, higher education, state and local government institutions and healthcare facilities. We participate in print advertising in well-known, industry related publications. We work with universities to provide custom collateral speaking to their students about Tech Kits developed with their needs in mind. On the digital spectrum we have our own internal email list for state and local government agencies, higher education, K-12, and healthcare and we understand the unique messages when speaking to these markets. Our social media presence is growing at a rapid rate due to our Social Media team. Their understanding of the nuances of social media and targeting capabilities have helped us

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deliver successful program results in the higher education market.

Our social media footprint includes LinkedIn, YouTube, Twitter, Instagram, Facebook, and Glassdoor. Digital marketing also includes external web campaigns with major media, including broad IT media partners like Spiceworks and IDG where we can get as granular as the specific segments and titles we are targeting. As a National Solutions Provider, our creative team produces collateral and solution guides to detail the 7 pillars we focus on (Converged Data Center, Cloud, Security, Mobility, Networking, Software and Lifecycle). Our corporate marketing team produces a blog with daily entries speaking to all areas of IT.

We have also recently launched a podcast that can be found on iTunes and other major networks.

#### Customer Engagement Strategy

Connection's Customer Engagement strategy includes attendance to a plethora of State, Local, K–12 and Higher Ed industry events and shows, including FETC, ISTE and Educause. Connection has participated in over 85, K–12 and Higher Education tradeshows and tabletop events in 2022 alone. Connection also holds virtual events for our customers, current and potential, with our manufacturer partners to provide the latest tech information and trends.

# The Lead Generation Strategy

Connection's lead generation strategy is comprised of the annual trade shows and events mentioned above. We reach out to attendees personally and via email after the show to continue to build the relationship. With our vendor partners we create custom assets such as white papers and case studies on IT topics that relate to K– 12 and Higher Education. These are then used on digital properties for the targeted education media partners such as District Administration, THE Journal, and eSchool News for K-12 and University Business, CampusTech, and eCampus News for Higher Education, to drive leads. The leads are called upon by our activation team and sent follow up lead nurture emails. Leads are also obtained from our own website with forms on pages for requests like demos and assessments.

#### Sales Enablement Strategy

Connection holds approximately 200 Lunch & Learns a year with training provided by our vendor partners across all our sales locations. Vendors also come in weekly to sit in a vendor cube where the sales team can approach them about specific opportunities. A hands-on product Showcase/speed training is held once a quarter for each sales location with anywhere from 12–16 vendors participating. Attendance at these trainings is mandatory for all Account Managers. Our field sales team meets once a quarter for a multi-day training event. We create many custom PDFs for accounts and Connection Public Sector Solutions brand vendor collateral for our sales team to use with their accounts.

#### Technology, Digital Data, Social Media

Connection has a robust Marketing Technology Stack (MarTech Stack), which has improved further with recent investments, as well as a dedicated Digital Marketing team to manage our digital activities. The team is data-driven, focused on content quality and user engagement. Our company website, <u>www.connection.com/ps</u>, has performance monitoring in place along with web analytics to track user/customer engagement.

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Behavioral (struggle) analytics are also in place to provide insights into where users encounter issues, offering session videos, heat mapping, etc. The data from these analytics solutions help direct our UX Architects' efforts to improve our overall website structure and flow, and the data is used by the Digital team to track campaign performance and adjust as needed (i.e. adjust digital channel usage to drive more engaged visitors).

Connection uses an intent-based analytics solution (surge analytics) to track organizations' interests in technologies – the data is then used to direct our campaign messaging in our account-based marketing (ABM) activities.

The Digital Marketing team includes a Social Media team that utilizes a few technologies to assist with our social media activities in Facebook, LinkedIn, and Twitter, from a social media management platform to an internal employee advocacy/ communication solution.

The Digital team also uses marketing tools and solutions for paid search, display network, email, affiliate network, and retargeting campaigns/activities.

The disparate campaign elements, activities, and metrics are tied together with the web analytics solution, as well as with Marketing Automation – enabling the team to create and manage more in-depth and complex marketing campaigns. The recent addition of a Business Intelligence and Reporting solution further ties the Digital team's campaigns together, providing data sets to improve campaign performance, as well as offering comprehensive views of entire marketing channels.

# 90-Day Marketing and Sales Enablement Campaign Outline

Connection will participate in a variety of marketing programs to support an award of a contract by County of Fairfax and GovMVMT. Upon award and with coordination from County of Fairfax and GovMVMT, Connection will launch the following 90-day marketing and sales enablement campaign.

- Connection's nationwide sales force will be fully trained on the County of Fairfax and GovMVMT contract and will communicate details of the awarded contract, verbally, to all existing and new customers.
- Co-branded email to entire Connection's education and state and local agency list highlighting contract and special offers for members
- Co-branded press release within first 30-day of award
- Initial call campaign to Connection customers to let them know they can now purchase via County of Fairfax and GovMVMT contract. This will continue monthly with any new contract members.
- Listed on each individual state contract page on our website
- Social media campaign to announce award of contract
- Webinar with County of Fairfax and GovMVMT PPAs
- Custom co-branded contract collateral
- Attending industry conventions and tradeshows
- Promotions for members on County of Fairfax and GovMVMT homepage
- Dedicated onsite visits by our field teams, to existing Connection customers, for deeper account penetration.

- Dedicated County of Fairfax and GovMVMT contract landing page on the connection.com website. This page will include:
  - GovMVMT and County of Fairfax logo
  - A link to County of Fairfax and GovMVMT website
  - o Summary of contract and services offered.
  - Co-branded contract flyer
  - Featured products.
  - Due diligence documents including copy of solicitation, copy of contract and any amendments, marketing materials.

Please visit the social media sites below for examples of our messaging:

LinkedIn:	https://www.linkedin.com/company/connection-public sector
Facebook:	https://www.facebook.com/Connection4IT/
Twitter:	https://twitter.com/ConnectionIT
Instagram:	https://www.instagram.com/connectionit/
Twitter:	https://twitter.com/ConnectionIT

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

By partnering with Connection, the transition of any existing Public Agency customers' accounts to the Master Agreement will be seamless, efficient, and done with ease.

New contract pricing will be integrated within the Connection-created e-Procurement County of Fairfax / GovMVMT site and will be available on Day One of the new contract, resulting in no downtime. At that point, Connection will reach out to members to discuss the new Master Agreement and their individual, dedicated eCommerce sites.

The following list is a sampling of Connection's methods/opportunities that will be utilized to transition accounts to the new Master Agreement resulting from this RFP:

- Set up strategy sessions with the County of Fairfax / GovMVMT field team;
- Targeted call campaigns for each state talking about the value of the County of Fairfax / GovMVMT contract;
- Participate in events with County of Fairfax / GovMVMT;
- Set up customized websites for e-Procurement and B2B customers;
- Provide marketing and information about County of Fairfax / GovMVMT for regional and national shows and summits;
- Create unsolicited proposals for acquisitions customers with County of Fairfax / GovMVMT;
- Educate and work with major and emerging technology manufacturers with County of Fairfax / GovMVMT PPAs;
- Create member specific agreements using the baseline of the Master Agreement;
- Create special bundles and vertical specific solutions under the Master Agreement
- Partner with other key GovMVMT contract holders to bring complete, dynamic offerings to PPAs;
- Support all GovMVMT regional summits as a top supplier;
- Work with GovMVMT executive team on development of an Amazon like Marketplace specific to Education and State and Local.

Communication of the awarded Master Agreement will be done verbally, with all existing and new customers, as well, in the following ways:

- Co-branded email to entire Connection's education and state and local agency list highlighting Master Agreement and special offers for PPAs
- Listed on contracts page linking to customized GovMVMT contract webpage
- Social media campaign to increase awareness of Master Agreement
- Webinar with GovMVMT PPAs
- Custom collateral

Connection's sales force is instrumental in informing customers of the benefits of this Master Agreement 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 Master Agreement can satisfy them. Connection will target certain manufacturers to create GovMVMT-specific solutions and pricing, allowing for acquisition savings for GovMVMT PPAs. 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.

Connection has decades of experience successfully supporting and promoting regional and national State and Local and Education (SLED) and Federal cooperative and consortium contracts. Please visit our website for a complete list of the contracts we hold: <u>www.connection.com/ps</u>.

Listed below is a sampling of Connection's cooperative and consortium contracts.

- Alabama Community College System: Joint Purchasing Agreement reseller for multiple manufacturers/contract #'s
- Buy Board Cooperative Purchasing, contract # 661-22
- CMAS, contract # 3-20-70-1725D
- COSTARS Hardware
- COSTARS Software, contract 006-E22-228
- E&I Computer Equipment & Related HW, SW, Services & Support, contact # CNR1483
- E&I Professional Services (IT Managed Integration Services and Staff Augmentation), contract # CNR-01350
- Equalis Region 10, contract # EQ-013120-01A
- Harris County DOE/Choice Partners, contract #17/031KN
- KPC: Kentucky Purchasing Coop/KEDC, contract # CLS 2017
- MD Educational Enterprise Consortium (MEEC), contract # UMD-972016
- MHEC Multimedia Equipment, contract # MC15-B11
- MHEC Software, contract # MC15-F04
- MHEC Technology, contract # MC13-F05
- MHEC, contract #MC01-F22
- MidwesternHEC HPE, contact # MHEC-12152020
- MISBO
- Mohave (ESC) Educational Services Cooperative, contract # 20F-CPSS2-1003
- Mountain States Health Alliance (MSHA)

- MS EPL reseller, contract # 3760
- NASPO Value Point Computer Equipment, Peripherals & Related Services reseller for multiple manufacturers/contract #'s
- NASPO Value Point Data Communications reseller for multiple manufacturers/contract #'s
- NASPO Value Point Cloud Solutions
- NASPO Value Point Copiers & Managed Print Services
- NCPA (National Cooperative Purchasing Alliance), contract # 01-44
- NEA (National Education Association)
- NERCOMP Adobe ETLA
- NYOGS AV Equipment reseller for multiple manufacturers/contract #'s
- NYOGS Umbrella reseller for multiple manufacturers/contract #'s
- OMNIA Partners/Region 4 ESC Technology Solutions, Products & Services, contract # R210402
- PEPPM (Pennsylvania Education Purchasing Program for Microcomputers), contract # 532462-004
- Premier Healthcare, contract # PP-IT-238
- Region VII ESC Audio Visual Equipment & Supplies, contract # AVS2223
- Region VII ESC Computer Hardware & Supplies, contract # CMPH2223
- Region VII ESC Mobile Communication Equipment & Supplies, contract # MOB2223
- Region VII ESC Network Systems & Supplies, contract # NET2223
- Region VII ESC Printing Supplies, contract # PRINT2223
- RISTE (Rhode Island Society of Technology Educators), contract # RFP2023-001-Hardware, Software, and Professional Services
- Sourcewell, contract # 081419
- State of Georgia, contract # 99999-SPD-SPD0000161-0006
- State of Massachusetts IT Hardware & Services, contract # ITC73
- State of Utah, contract # MA259
- Texas DIR reseller for multiple manufacturers/contract #'s
- TIPS Technology Solutions Products and Services, contract # 200105
- TIPS Xerox, contract # 210103
- University of Minnesota & Minnesota Piggyback, contract # U250.3
- Vizient, contract #IT-0033
- 4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well. Connection acknowledges, understands, and agrees to comply.
- 5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:
  - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public

#### Agency

- b. Pricing Equal to or better than Supplier's Best available government pricing
- c. No cost to participate

#### d. Non-exclusive

Connection acknowledges, understands, and agrees to comply.

- 6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - a. Key features of Master Agreement
  - b. Working knowledge of the solicitation process
  - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
  - d. Knowledge of benefits of the use of cooperative contracts

Connection agrees to aggressively promote the County of Fairfax / GovMVMT contract and to continuously provide enablement and best in class training to our Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers.

The following are some examples of the ongoing contract training that will be required by Connection:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite Manufacturer training sessions with each of the highlighted partners
- Dedicated Sharepoint Repository available for County of Fairfax / GovMVMT collateral and tutorial

Connection will work closely with County of Fairfax / GovMVMT team for strategy and account mapping. Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to Connection's entire education, healthcare and state and local agencies lists, highlighting contract and special offers for members
- Listed on contracts page linking to customized County of Fairfax / GovMVMTmember contract web pages
- Social media campaign to increase awareness of contract
- Google AdWords campaign to increase awareness of contract
- Webinar with County of Fairfax / GovMVMT members
- Custom collateral

Connection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and ensures 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 the PC Connection companies, we are still

small enough to quickly roll out information, terms, and pricing structures to our sales organization.

Our sales team will coordinate weekly conference calls, will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to update County of Fairfax / GovMVMT on its contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns.

Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If at any time County of Fairfax / GovMVMT needs us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

- 7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
  - a. Executive Support Robert Marconi, Vice President of SLED Sales 800-800-0019 ext. 33331 bob.marconi@connection.com
  - b. Sales Robert Bush, Sr. Dir. SLED Sales 800-800-0019 ext. 33059 <u>robert.bush@connection.com</u>
  - c. Sales Support Christine Hauptman, Director of Operations 800-800-0019 ext. 6208 christine.hauptman@connection.com
  - d. Marketing Autumn Terzopoulos, Marketing Manager 800-800-0019 ext. 77151 <u>autumn.terzopoulos@connection.com</u>
  - e. Financial Reporting Samantha Jarok, Contracts Specialist 800-800-0019 ext. 33913 samantha.jarok@connection.com
  - f. Accounts Payable Sue Levy, Manager Accounts Receivable Cash & Credit 800-800-0019 ext. 2228 credit.corporate@connection.com
  - g. Contracts
     Raymond McIlwain, Sr. Director Contracts & Compliance 301-610-0760

     <u>raymond.mcilwain@connection.com</u>

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team. Connection employs the industry's most tenured sales force. We build strong relationships with customers by providing them with primary and secondary points of contacts; these familiar voices appreciate the unique needs of public sector IT decision makers. Your dedicated Account Manager (AM) and Business Development Manager (BDM) work directly with a team of experts to help with the assessment, planning, design and implementation of your IT projects, daily transactional purchases and management of your applicable contract purchasing vehicles.

Our team services and provides coverage of the entire United States and is backed by the full support of the entire Connection executive team. We will ensure that your members will receive the resources to meet your needs.

Account Managers, Sales Managers, Sales Directors, and our Acquisition Sales team are our inside sales force, and report to Robert Marconi, Vice President SLED Sales. They work with manufacturers, and within Connection, as advocates on behalf of our customers, to reduce costs, increase service levels and are responsible for day-to-day orders, marketing, and sales initiatives.

Business Development Managers (BDMs) currently report to Steve Siebersma, Manager of Business Development. BDMs are our outside sales force. They provide sales, marketing, product demonstration and a field presence within their assigned community.

Vertical Alliance Managers report directly to Bob Marconi, Vice President SLED Sales and serve as an education strategist working with K-12, Higher Education, and State and Local institutions nationwide, to:

- Drive strategic initiatives.
- Provide strategic planning support for implementations of technology in the classroom for teaching and learning.
- Share experiences from other districts on how they are solving today's education challenges.
- Focus on ensuring that customers get the right solutions to fit THEIR specific needs.
- Carefully vet out solutions for our K-12/HIED catalog and focus only on solutions that have the potential to positively impact the student's outcome.

Executive Contact Information: Robert Marconi, Vice President SLED Sales 800-800-0019 ext. 33331 bob.marconi@connection.com

Robert Bush, Senior Director of SLED Sales 800-800-0019 ext. 33059 robert.bush@connection.com

9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

In addition to the methods outlined in the Marketing section above, we offer the following to assist in implementing, growing, and servicing the national program:

Connection utilizes many methods of keeping customers informed of new products, updates, etc. to implement, grow and service their national programs.

We continually evaluate information technology products and services, adding new products and services as they become available or in response to customer demand.

We have no ownership affiliation with any of these partners, and as such, we can recommend the most objective, effective, and cost- efficient solution, involving the most up-to-date technology, to the County of Fairfax / GovMVMT. These close relationships also allow us to supply technology road maps to customers for key products, when available.

The following is a partial listing of the methods we can employ to keep the County of Fairfax / GovMVMT informed of new products:

- Product Technology Road maps: These presentations will be provided in person (or by WebEx) by the manufacturer representative. Subject Matter Experts will deliver product road maps, new technology, emerging technology, updates, and answer questions about best practices.
- Product Demonstrations: Product demonstrations may be provided upon request by Connection and/or one of our OEM partners.
- Lunch & Learns: Connection can deliver a Catered Multi-Customer event where one or many vendor partners give presentations regarding current product and new technology.
- Speed Training or One-to-Many Events: Connection could deliver a set of vendor partners to detail new technology, new road maps, emerging technology, or new offerings in 10-15 minutes. The larger group of attendees is broken down into smaller groups and after the 10-15-minute window expires, each group moves to a new vendor partner. This gives each partner a quick opportunity to update guests and gives the guests the option to schedule more time with the vendors of choice.
- Vendor Fair: Connection can deliver a Vendor Fair where County of Fairfax / GovMVMT can decide on the attendee vendor partners and/or Connection will select the vendor partners. Connection is responsible for making all the arrangements between the venue, time, and vendor partners. This event usually is between 4-6 hours long. Here, vendor partners present at tables and attendees can select the booths they would like to visit. This gives the attendees the freedom to attend when their schedule allows.
- Onsite Visits: Connection's Business Development Managers will go onsite to understand upcoming projects. The BDMs will assist in selecting potential fits for the project and arrange for the partner vendors to bring in their subject matter experts to update and make recommendations on offerings that might fit the customer's need.
- Training: Connection will provide training on the use of your B2B website and

recommend best practices for customization and possible utilization of some of the best practices we have seen other customers utilize.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. By partnering with Connection, the transition to the new contract will be seamless. The new contract pricing will be integrated within the existing e-procurement site and available on Day One of the new contract, resulting in no downtime for County of Fairfax / GovMVMT.

During our partnership with County of Fairfax / GovMVMT, contract training will be required by the Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers. We commit to train and aggressively promote the County of Fairfax / GovMVMT contract.

The following are some examples of the ongoing County of Fairfax / GovMVMT contract training required by Connection Public Sector Solutions:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite manufacturer training sessions with each of the highlighted partners
- Dedicated Sharepoint Repository available for County of Fairfax / GovMVMT collateral and tutorial

Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to entire Connection's education and state and local agencies lists highlighting contract and special offers for PPAs
- Listed on contracts page linking to customized County of Fairfax / GovMVMT contract webpages
- Social media campaign to increase awareness of contract
- Webinar with County of Fairfax / GovMVMT PPAs
- Custom collateral
- 11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.
  - a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
  - b. If competitive conditions require pricing lower than the standard Master Agreement notto-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
  - c. Respond with pricing higher than Master Agreement online in the unlikely event that the

Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).

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

Connection would opt for selection a. above and will respond with Master Agreement pricing (Contract Sales reported to GovMVMT). Connection's strategy will be to educate both our inside and outside sales teams on the benefits of the County of Fairfax / GovMVMT contract. Once the education and training has been completed, our strategy will be twofold.

- 1) Connection will work with PPAs, prior to any RFP's being issued, in order to educate those public agencies about the value and benefits of the County of Fairfax / GovMVMT contract.
- 2) Additionally, should an RFP already be issued to a public agency, it is our intent to work with the GovMVMT team and submit a County of Fairfax / GovMVMT contract-based response.
- 12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$ <u>5,000,000.00</u> in year one \$<u>10,000,000.00</u> in year two \$<u>20,000,000.00</u> in year three

CONNECTION NOTE: There is no guaranteed RAF requirement on these sales goals.

#### E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

#### E-Rate Expertise

As a Category 2 Internal Connections Service Provider, Connection<sup>®</sup> Public Sector Solutions has been involved with many strategic projects for E-Rate applicants. Remote learning and networking infrastructure are becoming a must have in these changing times. Our E-Rate customers have relied on Connection to provide a complete turnkey solution around internal connections to include networking, wireless, cabling, implementation, and support.

We will assist each Participating Agency secure E-Rate funding after being selected as the Service Provider after a fair, open and competitive bid process. At Connection, we understand the compliance requirements of the E-Rate program and we abide by the rules. To our K-12 customers, we offer the expertise of our experienced E-Rate team to educate, assist and provide guidance to our customers while navigating E-Rate and understanding USAC rules.

In addition to the dozens of employees with E-Rate experience, we also engage with National E-Rate Consulting firms for advice, direction, and guidance. We will engage these resources to assist any Region 4 Participating Agency resolve any questions or issues that arise in the PIA review process or to assist during an appeal to secure the Funding

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Commitment.

Connection has more than 400 engineering, services, and technical staff to design, implement, and manage the most complex of networking designs. All our projects are managed by professional certified PMI Project Managers. We will conduct a project kick-off meeting with the Participating Agency prior to the implementation of the project. In addition, we will conduct weekly project review meetings to ensure that the project is on track and meeting the expectations of the Agency. We can support multiple manufacturers and software publishers, including Aruba, Cisco, Palo Alto, Meraki, and more. We can augment your IT staff or take complete control of the project from design to outsourced management of the networking platform.

Historically, we have done large-scale integration projects to include complex wireless network designs and implementations. We have designed multi-site Layer 2 and Layer 3 switching technologies. We have successfully done multi- site deployments that include structured CAT 5+ and CAT 6 cabling infrastructure, fiber backbone design, and implementation. Connection has also successfully partnered with 3rd party partners that can provide an extra layer of design and support like point-to-point wireless mesh technologies. In addition, we employ several Certified Security Engineers to help design safe, secure firewall implementations and remote access networks that will support your remote learning environments.

We don't just design, implement and deploy technology, we ensure that the Agency's Teachers are comfortable with the use of the technology. We have specialized resources that can assist every Agency with the use and integration into the Instructional Environment at the Agency. These resources will work with each Participating Agency to understand the scope of the learning engagement and customize a training schedule. Our goal would be to share best practices of instructional technology that we have rolled out across the country.

With over 20 years' experience in the E-Rate Program, Connection Public Sector Solutions is very well versed in the E-Rate Program, the tools, forms, process, and compliance. We are well positioned to make every Region 4 Participating Agency have a successful experience with the E-Rate Program and securing the Funding requested.

#### **Professional Development**

Connection is part of the exclusive Microsoft Global Training Partner program! We are a premier national solutions provider of IT products and services and are proud to be the first reseller authorized to offer Microsoft in Education Professional Development Services!

Connection's professional development services provide your educators with the Professional Development Training Courses needed to assist with integrating appropriate and meaningful tools, to increase the effectiveness of both teaching and learning.

Ability to perform – Connection can provide trainers with a proven ability to deliver successful engagements that drive ongoing and purposeful usage of Microsoft in Education applications with students, teachers, and district administrators. Trainers are former educators/school/district leaders and have the following Microsoft in Education certifications: Certified Microsoft Educators, Microsoft Advanced Educators, Microsoft Educator Master Trainers, MIEE (Microsoft Innovative Educator Experts), Former Microsoft Learning Consultants.

Advantages – Choosing Connection to provide professional development services has several advantages. Working with partners that already have an intimate, working knowledge of the K-12 environment will set your professional development projects up for success from the very beginning as time will not be wasted getting a new partner "up-to-speed". Connection and the subcontractors we use have previously supported a variety of professional learning opportunities, both independently and jointly. This proven history of effective collaboration will bring increased expertise and encourage unique and diverse perspectives in our approach to creative solutions. Connection is committed to continuous collaboration in preparation and delivery to ensure fidelity in the content and messaging shared during professional development engagements.

# **Vendor Recognition / Objective Solution Recommendations**

Connection has a history, of over 40 years of maintaining strong, long-standing manufacturer/vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 460,000 products from over 1,600 manufacturers. These established manufacturer relationships enable us to offer you deep pricing discounts.

One of the most important IT needs is to procure lasting products at high-cost savings. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can recommend the most objective, effective, and cost-efficient solutions for our customers.

A Sampling of Connection's recent awards and vendor recognition include:

- 2023–Top 100 Employer Award
- 2023–CRN MSP 500 Elite 150
- 2022–Fortune 1000 #855
- 2022–CRN Solution Provider 500
- 2022–CRN Tech Elite 250
- 2022–CRN MSP 500
- 2021–Veeam Growth Partner of the Year, North America
- 2021–Corporate Champion, Women's Forum of New York
- 2021–Named one of Forbes' Best-in-State Employers
- 2021–Fortune 1000 #817
- 2021–Aruba Federal Public Sector Partner of the Year
- 2020–NH National Guard and Reserve Pro Patria Award
- 2020–Named one of Forbes' Best-in-State Employers
- 2020–HP U.S. Personal Systems National Solution Provider of the Year Award
- 2020–Microsoft US Partner Award Other Surface PC
- 2019–Citrix Cloud Partner of the Year
- 2019–Cisco Marketing Velocity U.S. Innovator of the Year
- 2019–HPE Federal Value Server Partner of the Year
- 2019–Aruba Federal Growth Partner of the Year
- 2019–CRN Tech Elite 250

- 2019–CRN Solution Provider 500
- 2019–CRN Managed Service Provider 500
- 2019–Internet Retailer Top 500
- 2019–Fortune 1000 #820
- 2018–Citrix SMB Partner of the Year
- 2018–Cisco U.S. Marketing Innovator of the Year
- 2018–MSI Valued Channel Partner
- 2018–Honeywell Gold Partner of the Year
- 2018–CRN Tech Elite 250
- 2018–CRN Solution Provider 500
- 2018–Internet Retailer Top 500
- 2018–Fortune 1000 #746
- 2017–HPE NSP SLED Partner of the Year
- 2017–A2B Tracking Reseller Partnership
- 2017–Lenovo Platinum Data Center Partner
- 2017–CRN Tech Elite 250
- 2017–CRN Solution Provider 500
- 2017–Fortune 1000 #775
- 2017–Microsoft Excellence in Operations—Double Gold Level
- 2017–Vizient Innovative Technology Designation
- 2017–CHIME Foundation Partner Award
- 2017–ATEN Best Performance Award
- 2017–Red Hat Rising Star Partner of the Year Award
- 2017–Kaspersky Lab Large Account Reseller of the Year Award

# GovMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide [Insert Contract Name] (the "Contract") between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.

# ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("<u>Agreement</u>") is made as of (Insert Date), by and between GovMVMT ("<u>GovMVMT Purchasing Cooperative</u>") and ("<u>Supplier</u>").

# **RECITALS**

WHEREAS, the ("<u>Lead Public Agency</u>") has entered into a certain Master Agreement dated as of (enter date), referenced as Agreement (No.#), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "<u>Master Agreement</u>") for the purchase of (the "<u>Products and Services</u>");

WHEREAS, the Master Agreement provides that any state, county, city, 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 agency or nonprofit organization (each a "<u>Public Agency</u>" and collectively, "<u>Public Agencies</u>") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT, in which case the Public Agency becomes a "<u>Participating Public Agency</u>";

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

WHEREAS, Lead Public Agency desires GovMVMT to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "GovMVMT Purchasing Cooperative" is a trade name licensed by IGSA

WHEREAS, GovMVMT and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT and Supplier hereby agree as follows:

# ARTICLEI

# **GENERAL TERMS AND CONDITIONS**

1.1. The Master Agreement, attached hereto as <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2. GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

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1.3. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4. GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.

1.5. With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency to approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency or a Participating Public Agency.

# **ARTICLE II**

# **TERM OF AGREEMENT**

2.1. This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.

# ARTICLE III REPRESENTATIONS AND COVENANTS

3.1. GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

- 3.2. GovMVMT Representations and Covenants.
  - (a) <u>Marketing</u>. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) <u>Training and Knowledge Management Support</u>. GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), GovMVMT shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMT shall also provide Supplier with access to GovMVMT' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3. <u>Supplier's Representations and Covenants</u>. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "<u>Supplier's Commitments</u>" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

# (a) **Executive Commitment**:

(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.

(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.

(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

# (b) Value Commitment:

(i) Supplier represents to GovMVMT that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) <u>Contracts Offering Lower Prices</u>. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

- A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) <u>Deviating Buying Patterns</u>. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique enduser preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) <u>Supplier's Options in Responding to a Third-Party Procurement Solicitation</u>. While it is the objective of GovMVMT to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) <u>Differentiator Commitment</u>. Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

(d) <u>Sales and Marketing Commitment</u>. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's (i) Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall insure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.

(iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on

a national, regional or local level and generally assist with the education of sales personnel.

(iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:

- A. A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
  - A. GovMVMT standard logo;
  - B. Copy of original procurement solicitation and all addenda;
  - C. Copy of Master Agreement including all amendments.
  - D. Summary of Products and Services pricing.
  - E. Electronic link to GovMVMT' online registration page;
  - F. Other promotional material as requested by GovMVMT.
  - G. A dedicated toll-free national hotline for inquiries regarding GovMVMT.
  - H. A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.

(v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

(vi) <u>Supplier's Performance Review</u>. Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "<u>Supplier Content</u>") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4. <u>Breach of Supplier's Representations and Covenants</u>. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.

3.5. <u>Indemnity</u>. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

# ARTICLE IV PRICING AUDITS

4.1. Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency 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. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVMT is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

# ARTICLE V FEES & REPORTING

5.1. <u>Administrative Fees</u>. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate purchases made during each calendar month (individually and collectively, "<u>Administrative Fees</u>"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to

## GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

#### Administrative Fee Tiers\*

Annual Contract Spend Low	Annual Contract Spend High	Administrative Fee
<del>\$0</del>	<del>\$15,000,000</del>	<del>1.75%</del>
<del>\$15,000,001</del>	<del>\$25,000,000</del>	<del>1.5%</del>
<del>\$25,000,001</del>	<del>\$75,000,000</del>	<del>1.25%</del>
<del>\$75,000,001</del>	<del>&gt; \$75,000,001</del>	<del>1.00%</del>

\*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1<sup>st</sup> — December 31<sup>st</sup> of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

# Remove in its entirety and replace with:

5.1. Administrative Fees. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one percent (1.00%) of aggregate purchases with the exception of Apple products, Chromebooks, Software, and Cloud Services which shall have an Administrative Fee of one-half a percent (0.5%) made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

5.2. <u>Sales Reports</u>. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by <u>Exhibit B</u>, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (<u>"Sales Report"</u>). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its future potential program sponsors and state associations.

5.3. <u>Exception Reporting/Sales Reports Audits</u>. GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report

#### RFP 2000003549 Attachment D EXHIBIT C

and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4. <u>Online Reporting</u>. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5. <u>Usage Reporting</u>. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (ví) GovMVMT Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6. <u>Supplier's Failure to Provide Reports or Pay Administrative Fees</u>. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

# ARTICLE VI MISCELLANEOUS

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

- 6.2. <u>Assignment</u>.
  - (a) <u>Supplier</u>. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment

without such consent shall be void.

(b) <u>GovMVMT</u>. This Agreement and any rights or obligations hereunder may be assigned by GovMVMT in GovMVMT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMT's obligations hereunder.

6.3. <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMT may, by written notice delivered to Supplier, designate

any different address to which subsequent reports, notices or other communications shall be sent.

Supplier: GovConnection, Inc. dba Connection Public Sector Solutions 732 Milford Road	GovMVMT:	GovMVMT 7629 NW 143 <sup>rd</sup> St Alachua, FL 32615 Attn: Program Manager Administration	
	Supplier:		
		Merrimack, NH 03054	
		Attn: GovMVMT Program Manager	

6.4. <u>Severability</u>. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5. <u>Waiver</u>. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7. <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8. <u>Governing Law; Arbitration</u>. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9. <u>Attorney's Fees</u>. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

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IN WITNESS WHEREOF, GovMVMT has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

Name: David Kidd

Title: Program Manager

Supplier: GovConnection, Inc. dba Connection Public Sector Solutions

(Insert Supplier Name)

By

Name: Robert Marconi

Title: Vice President SLED Sales

# SAMPLE SALES REPORT TEMPLATE

ID No	Supp ID	Account No	Agency Name	Address	Address2	City	State	Zip	Year	Qtr	Month	Sales Amount
	L										ļ	

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#### EXHIBIT D

# MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<u>https://www.govmvmt.org/</u>).

#### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

**WHEREAS**, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

**WHEREAS**, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products and Services.
- 2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party's procurement practices.
- 3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
- 5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance

#### EXHIBIT D

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
- 7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- 9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
- 10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

# EXHIBIT E LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, <u>GovConnection, Inc.</u> has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Robert Marconi

(Printed Name)

Vice President SLED Sales

(Title)

March 28, 2023

(Date)

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#### EXHIBIT F

# FEDERAL CONTRACT TERMS AND CONDITIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.** 

A. Nondiscrimination – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d et seq.; 42 U.S.C.A. §

3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex,

disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.

- B. Recycled Products CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—CONTRACTOR agrees 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 of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. Debarment and Suspension. CONTRACTOR certifies, by execution of Exhibit F 1, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. Byrd Anti-Lobbying Amendment. CONTRACTOR certifies by execution of Exhibit F 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. Termination for Convenience. This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. Termination for Cause
  - 1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor <sup>34</sup>violates any of the covenants, agreements, or

stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

- 2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- H. Prohibition on certain telecommunications and video surveillance services or equipment. CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- I. Equal Employment Opportunity During the performance of this contract, CONTRACTOR agrees as follows:
  - CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

# J. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).

1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146– 3148) a s supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR must 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. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.

- 2. CONTRACTOR must comply 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"). CONTRACTOR is 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.
- K. Contract Work Hours and Safety Standards Act. CONTRACTOR agrees to comply 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. Specifically, CONTRACTOR must 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. This clause does 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.

### L. Program Fraud, False or Fraudulent Statements, and Related Acts

- 1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### M. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

#### N. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of

persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- 2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress.
  - b. An Inspector General.
  - c. The Government Accountability Office.
  - d. A Treasury employee responsible for contract or grant oversight or management.
  - e. An authorized official of the Department of Justice or other law enforcement agency.
  - f. A court or grand jury; and/or
  - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

# EXHIBIT F – 1 (Debarment and Suspension) FEDERAL CONTRACT TERMS AND CONDITIONS

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

- 1. The Contractor certifies, to the best of its knowledge and belief:
  - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
  - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of	
Representative:	Robert Marconi
Signature/Date:	Alun / 3/28/2023
orginataro, Dato.	GovConnection, Incoba
Company Name:	Connection Public Sector Solutions
Address:	732 Milford Road

# EXHIBIT F – 1 (Debarment and Suspension) FEDERAL CONTRACT TERMS AND CONDITIONS

City/State/Zip: Merrimack, NH 03054

DUNS No: <u>80-967-8782</u>

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# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

#### 31 U.S.C. 1352 et seq.

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.)
- 3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

# EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Printed Name of	
Representative:	Robert Marconi, VP SLED Sales
Signature/Date:	BA hung 3/28/2023
	GovConnection, Inc. dba
Company Name:	Connection Public Sector Solutions
Address:	732 Milford Road
City/State/Zip:	Merrimack, NH 03054
DUNS No:	80-967-8782

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

#### Definitions

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**Federal Emergency Management Agency (FEMA)**: FEMA's statutory mission is to reduce the loss of life and property and protect the Nation form all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

#### 2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

#### 1. <u>Remedies</u>

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

#### 2. <u>Termination for Cause and Convenience</u>

When FEMA funds are used, Participating Public Agency reserves the right to 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 Contractor or for convenience.

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

#### 3. Equal Employment Opportunity

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). The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor,

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received form such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Back Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

#### 5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland "Anti-Kickback" Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As with the Davis-Bacon

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Act, this provision only applies to certain FEMA gran and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) Withholding for unpaid wages and liquidated damages. The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federallyassisted Contract subject to the Contract Work Hours and Safety Standards Act, which is

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).

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

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- 7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA's Public Assistance (PA) **Program and does not apply to all FEMA grant and cooperative agreement programs.** The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

*Funding Agreements:* The regulation at 37 CFR § 401.2 defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

#### 8. <u>Clean Air Act and Federal Water Pollution Control Act</u> This contract provision applies for all procurements over \$150,000.

#### "Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### "Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### 9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disgualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of face relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

#### 10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

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

GovConnection, Inc. dba The Contractor, <u>Connection Public Sector Solutions</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Signature of Contractor Authorized Official

Robert Marconi, Vice President SLED Sales Name and Title of Contractor's Authorized Official

March 28, 2023 Date

# 11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

 Prohibition on Contracting for Covered Telecommunications Equipment or Services Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### (c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

# EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting Requirements.
  - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day form the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; ad any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
    - (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### 13. Domestic Preferences for Procurements

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

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

#### For the purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

#### 16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. <u>Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of</u> <u>Federal Funding</u>

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

#### 19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

#### 20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The necessary steps are as follows:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

# FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### 21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or date for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract but not first produced in the performance of this Contract but not first produced in the performance of this Contract but not first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

# Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Company Name: <u>GovConnection, Inc. dba Connection Public Sector Solutions</u>

Address, City, State, Zip Code: 732 Milford Road, Merrimack, NH 03054

Phone: 800-800-0019

Fax: <u>603-683-1104</u>

Printed Name of Authorized Signer: Robert Marconi

Email address of Authorized	d Signer bob.marconi@connection.com	

Signature of Authorized Signer:

Date: <u>March 28, 2023</u>

# EXHIBIT H NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
✓	Attachment 1	Ownership Disclosure Form
$\checkmark$	Attachment 2	Non-Collusion Affidavit
$\checkmark$	Attachment 3	Affirmative Action Affidavit
✓	Attachment 4	Political Contribution Disclosure Form
$\checkmark$	Attachment 5	Stockholder Disclosure Certification
$\checkmark$	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
$\checkmark$	Attachment 7	New Jersey Business Registration Certification

# Checklist of Documents Required

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

- (1) 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;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

X

# EXHIBIT H ATTACHMENT 1

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

Pursuant to the requirements of P.L. 1999, c.440, the Supplier 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. d/b/a Connection Public Sector Solutions		
Address:	732 Milford Rd. Merrimack, NH 03054		
<ol> <li>The Company is a necessary.</li> </ol>	Sole Proprietor; and therefore, no disclosure is	Yes	No X
A sole propriet	or is a person who owns an unincorporated business by him y company with a single member is not a Sole Proprietor.	/herself.	

2. The Company is a **Corporation**, **Partnership**, or **Limited Liability Company**.

If you answered **YES** to Question 2, you must disclose the following: (**a**) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (**b**) all individual partners in the partnership who own a 10% or greater interest therein; or, (**c**) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

# If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest
PC Connection, Inc.	. d/b/a Connection Business \$	Solutions 730 Milford Rd. Merrimack, NH 03054 100%
GovConnection, Inc	. d/b/a Connection Public Se	ctor Solutions is a wholly owned subsidiary of
PC Connection, Inc	. d/b/a Connection Business	Solutions.
PC Connection, Inc	. d/b/a Connection Business	Solutions.

3.	For each of the corporations, partnerships, or limited liability companies
	identified above, are there any individuals, partners, members, stockholders,
	corporations, partnerships, or limited liability companies owning a 10% or
	greater interest of those listed business entities?

# If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Yes

No X

# EXHIBIT H ATTACHMENT 1

Name	Address	Interest

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

# EXHIBIT H ATTACHMENT 2

## NON-COLLUSION AFFIDAVIT N.J.S.A. 52:34-15

State of New Hampshire County of <u>Hillsborough</u>

SS:

l,	Robert Marconi		residing in				
Merrima	ck		(name of affiant)				
(name of municipality)	Hillsborough	and State of	New Hampshire of				
in the County of		and State of my oath depose and sa					
iuli age, being duly swo	in according to law on		•				
lam	VP of SLED Sales		connection, Inc. d/b/a ection Public Sector Solutions				
1 dill	(title or position)		(name of firm)				
GovConnection, Inc. d/b	· · · ·		(name er inni)				
Sector Solutions		the bidder making this	Proposal for the bid				
RFP 2000003549	9 for Technology Products,						
entitled Services and Sol		, and that I executed the	said proposal with				
(title	e of bid proposal)	·					
full authority to do so the	hat said bidder has not	t, directly or indirectly en	tered into any agreement,				
			of free, competitive bidding				
			contained in said proposal				
		nade with full knowledge					
County of Fairfax, VA		e truth of the statements	contained in said Proposal				
(name of contra	0 /		at fau tha a sid unsided				
and in the statements of	contained in this affidav	rit in awarding the contra	ct for the said project.				
I further warrant that n	no person or selling ac	ency has been employed	ed or retained to solicit or				
			commission, percentage,				
			le established commercial				
or selling agencies mai	ntained by GovConner	ction, Inc. d/b/a Connection	Public Sector Solutions				
	(name of firm)		·				
Subscribed and sworn	( )	$\sim$					
		Al G					
before me this day	_	(DAA MINTAX	· · · · · · · · · · · · · · · · · · ·				
		Signature 🌽					
March 30, , 2	023 (	Robert Marconi, VP of					
(in an	(Type or	print name of affiant und	ler signature)				
Notory public of Now L	<u>Jello</u> Jampahira						
Notary public o New F	lampshire	INNIA CY A. MCHILL					
Way Amello       (Type or print name of affiant under signature)         Notary public of New Hampshire       My Commission expires June 5, 2024         (Seal)       My Commission expires Amello							
	<u> </u>	EXPIRES					
(Seal)							
· /		HANDSHIMM					
		MAMPS					

# EXHIBIT H ATTACHMENT 3

#### AFFIRMATIVE ACTION AFFIDAVIT P.L. 1975, c.127

Company Name: GovConnection, Inc. d/b/a Connection Public Sector Solutions

Address: 732 Milford Rd. Merrimack, NH 03054

**Proposal Certification**: Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if 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 Documentation:**

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report -Attached on the following page
- (3) Employee Information Report Form AA302

#### Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan certificate is enclosed.

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

Authorized Signature

Robert Marconi *Printed Name* 

VP of SLED Sales

March 30, 2023 Date

> MANDATORY AFFIRMATIVE ACTION LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

Certification 37806

## 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-2020 to 15-DEC-2023

GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC 732 MILFORD ROAD MERRIMACK NH 03054

Starp M.

ELIZABETH MAHER MUOIO State Treasurer

GovConnection, Inc. dba Connection Public Sector Solutions

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# State of New Jersey

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY CONTRACT COMPLIANCE & AUDIT UNIT EEO MONIFORING PROGRAM 33 WEST STATE STREET P. O. BOX 206 TRENTON, NEW JERSEY 08625-0206 ELIZABETH MAHER MUOIO State Treasurer

MAURICE A. GRIFFIN Acting Director

#### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER Lt. Governor

#### GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27</u>.

Signature of Procurement Agent Robert Marconi, VP of 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 <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<u>http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (<u>N.J.S.A.</u> 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 <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at A sample Certification http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html) 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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:
  - o of the public entity awarding the contract
  - o 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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.** 

\* <u>N.J.S.A.</u> 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.

Vendor Name: GovConnection, Inc. d/b/a Connection Public Sector Solutions			n Public Sector Solutions	
Address: 732 Milford Rd.				
City:	Merri	mack	State: NH	Zip: 03054

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

	Part II – Contribution Disclos	sure
Signature	Printed Name	Title
Robert Marconi		VP of SLED Sales

Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 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 <u>N.J.S.A.</u> 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 <u>the</u> <u>Pay to Play section</u> OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

#### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: \_\_\_\_\_ GovConnection, Inc. d/b/a Connection Public Sector Solutions

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:

# Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

	Stockholders: PC Connection, Inc				
Name:	Business Solutions		Name:		
Home	Address:	730 Milford Rd.	Home	Address:	 
	Merrimack, NH	1 03054			
Name:			Name:		
Home	Address:		Home	Address:	 

GovConnection, Inc. d/b/a Connection Public Sector Solutions is a wholly owned subsidiary of PC Connection, Inc. d/b/a Connection Business Solutions.

Subscribed and sworn before me this <u>30th</u> day of March , 2023

(Notary Public)

My Commission expires: June 5, 2024



(Attiant)

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

(Corporate Seal)

#### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

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

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf

Suppliers should submit the above completed form as part of their proposal.



#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

#### **BID SOLICITATION # AND TITLE:**

#### VENDOR NAME:

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

#### CHECK THE APPROPRIATE BOX

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

#### OR

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

Entity Engaged in Investment Activities Relationship to Vendor/ Bidder		
Description of Activities		
Duration of Engagement		
Anticipated Cessation Date		
*Attach Additional Sheets If Necessary.		

#### CERTIFICATION

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

3/30/2023

Date

Signature

Print Name and Title

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

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

<u>State of NJ - Department of the Treasury - Division of Revenue Business Registration</u> <u>Certificate</u>



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOVCONNECTION, INC.
Trade Name:	
Address:	730 MILFORD RD MERRIMACK, NH 03054
Certificate Number:	1005516
Effective Date:	August 01, 2003
Date of Issuance:	March 28, 2023
For Office Use Only: 20230328174716439	

https://www1.state.nj.us/TYTR\_BRC/servlet/common/BRCLogin

## EXHIBIT I STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVMT and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <u>http://www.usa.gov/state-tribal-governments</u>.

Certain Public Agencies and Political Subdivisions:

TOWNS. VILLAGES CITIES. BOROUGHS INCLUDING BUT NOT LIMITED TO: BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR CITY OF GRESHAM. OR CITY OF HILLSBORO, OR CITY OF INDEPENDENCE, OR CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE. LA CITY OF MOSIER, OR

CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE. OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON. UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT

BIG WATER. UT BLANDING, UT BLUFFDALE, UT BOULDER, UT CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON UT CITY. CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY. UT CITY OF CEDAR CITY, UT CEDAR FORT, UT CITY OF CEDAR HILLS, UT CENTERFIELD. UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT UT CHARLESTON, CIRCLEVILLE, UT CLARKSTON, UT CLAWSON. UT UT CLEARFIELD, CLEVELAND, UT CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT COTTONWOOD HEIGHTS, UT DANIEL, UT UT DELTA. UT DEWEYVILLE. DRAPER CITY. UT DUCHESNE, UT EAGLE MOUNTAIN. UT EAST CARBON. UT ELK RIDGE, UT UT ELMO, ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT EUREKA. UT FAIRFIELD. UT UT FAIRVIEW,

FARMINGTON, UT

WEST, FARR UT FAYETTE, UT FERRON, UT FIELDING. UT FILLMORE. UT FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT UT GARLAND, UT GENOLA. GLENDALE, UT GLENWOOD, UT GOSHEN. UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE. UT HATCH, UT HEBER CITY CORPORATION, UT HELPER, UT HENEFER, UT UT HENRIEVILLE, UT HERRIMAN, HIDEOUT, UT UT HIGHLAND, HILDALE. UT UT HINCKLEY. HOLDEN, UT UT HOLLADAY, HONEYVILLE, UT HOOPER, UT UT HOWELL. HUNTINGTON, UT HUNTSVILLE, UT CITY OF HURRICANE, UT HYDE PARK, UT UT HYRUM, INDEPENDENCE, UT IVINS. UT JOSEPH. UT JUNCTION. UT UT KAMAS, KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT

UT KINGSTON. KOOSHAREM, UT LAKETOWN, UT LA UT VERKIN, LAYTON. UT LEAMINGTON, UT LEEDS, UT LEHI CITY CORPORATION, UT LEVAN, UT LEWISTON, UT UT LINDON. LOA, UT LOGAN CITY, UT LYMAN. UT LYNNDYL. UT UT MANILA. UT MANTI, MANTUA, UT MAPLETON, UT MARRIOTT-SLATERVILLE, UT MARYSVALE. UT MAYFIELD, UT MEADOW, UT MENDON, UT MIDVALE CITY INC., UT MIDWAY, UT UT MILFORD, MILLVILLE, UT MINERSVILLE, UT MOAB, UT MONA. UT MONROE, UT CITY OF MONTICELLO, UT MORGAN, UT MORONI. UT MOUNT PLEASANT, UT MURRAY CITY CORPORATION, UT MYTON, UT NAPLES, UT NEPHI, UT NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN. UT NORTH OGDEN. UT NORTH SALT LAKE CITY, UT OAK CITY, UT OAKLEY, UT

OGDEN CITY CORPORATION, UT OPHIR, UT UT ORANGEVILLE. UT ORDERVILLE. OREM. UT PANGUITCH, UT UT PARADISE, PARAGONAH, UT CITY, PARK UT UT PAROWAN. PAYSON. UT PERRY, UT PLAIN CITY, UT PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH. UT REDMOND. UT RICHFIELD. UT UT RICHMOND. RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE. UT ROCKY RIDGE, UT ROOSEVELT CITY CORPORATION, UT ROY, UT RUSH VALLEY, UT CITY OF ST. GEORGE, UT SALEM. UT SALINA, UT SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA. UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT SCOFIELD, UT SIGURD. UT SMITHFIELD. UT SNOWVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT

WEBER. UT SOUTH SPANISH FORK. UT SPRING CITY. UT SPRINGDALE, UT SPRINGVILLE, UT UT STERLING, UT STOCKTON, SUNNYSIDE, UT SUNSET CORP, UT CITY SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY. UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT UT VERNON. VINEYARD, UT VIRGIN, UT WALES, WALLSBURG, UT UT WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN. UT WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

#### COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA ASCENSION PARISH, LA, CLEAR OF COURT CADDO PARISH, LA CALCASIEU PARISH, LA CALCASIEU PARISH SHERIFF'S

OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR CLACKAMAS COUNTY DEPT OF TRANSPORTATION. OR CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR COOS **HIGHWAY** COUNTY DEPARTMENT, OR COUNTY OF HAWAII, OR CROOK COUNTY. OR CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY. OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY. OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION LAFOURCHE PARISH. LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY. OR LINCOLN COUNTY, OR LINN COUNTY, OR LIVINGSTON PARISH. LA MALHEUR COUNTY. OR MAUI COUNTY, HI MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH. LA SAINT CHARLES PARISH, LA SAINT **CHARLES** PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY. OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, TILLAMOOK OR COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY. OR WALLOWA COUNTY. OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN. UT COUNTY OF UT DAVIS, OF COUNTY SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH. UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, OF UT COUNTY UT COUNTY OF CARBON. SANPETE, UT COUNTY OF UT COUNTY OF JUAB, MILLARD. UT COUNTY OF SEVIER, UT

COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

AGENCIES OTHER INCLUDING ASSOCIATIONS, BOARDS. DISTRICTS. COMMISSIONS. COUNCILS. PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO: ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT. OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR ROGUE DISTRICT APPLE COMPANY, IMPROVEMENT OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT. OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR BADGER IMPROVEMENT DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BAKER VALLEY S.W.C.D., OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER DISTRICT, CONTROL OR BANDON R.F.P.D., OR FIRE DISTRICT, BANKS OR BANKS FIRE DISTRICT #13, OR BAR L RANCH ROAD DISTRICT. OR WATER IMPROVEMENT BARLOW DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR BEAVER WATER DISTRICT, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT BENTON S.W.C.D., OR BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR **BIENVILLE PARISH FIRE PROTECTION** 

**DISTRICT 6, LA** BIG BEND IRRIGATION DISTRICT, OR BIGGS SERVICE DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES. OR BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR **BLUE RIVER PARK & RECREATION** DISTRICT, OR BLUE RIVER WATER DISTRICT, OR BLY R.F.P.D., OR BLY VECTOR CONTROL DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR BONANZA **BIG SPRINGS PARK & RECREATION** DISTRICT. OR BONANZA PARK MEMORIAL CEMETERY DISTRICT, OR BONANZA R.F.P.D., OR BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR BORING WATER DISTRICT #24, OR BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR BRIDGE R.F.P.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR BROWNSVILLE R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR BUNKER HILL SANITARY DISTRICT, OR BURLINGTON WATER DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR

CAMAS VALLEY R.F.P.D., OR CAMELLIA PARK SANITARY DISTRICT, OR CAMMANN ROAD DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR CANBY AREA TRANSIT, OR CANBY R.F.P.D. #62, OR CANBY UTILITY BOARD, OR CANNON BEACH R.F.P.D., OR CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR CAPE FERRELO R.F.P.D., OR CAPE FOULWEATHER SANITARY DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT. OR CARMEL BEACH WATER DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT. OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR CENTRAL CASCADES FIRE AND EMS, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP., LA CENTRAL LINCOLN P.U.D., OR CENTRAL **OREGON COAST FIRE & RESCUE** DISTRICT, OR CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CENTRAL OREGON IRRIGATION DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT. OR CHARLESTON FIRE DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT R.F.P.D., CHEMULT OR CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR CHETCO COMMUNITY PUBLIC DISTRICT, LIBRARY OR CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY. OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR CLATSKANIE LIBRARY DISTRICT. OR CLATSKANIE P.U.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CLATSKANIE R.F.P.D., OR CLATSOP CARE CENTER HEALTH DISTRICT, OR CLATSOP COUNTY S.W.C.D., OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR CLEAN WATER SERVICES CLEAN WATER SERVICES, OR CLOVERDALE R.F.P.D., OR CLOVERDALE SANITARY DISTRICT, OR CLOVERDALE WATER DISTRICT. OR COALEDO DRAINAGE DISTRICT. OR COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR COLTON R.F.P.D., OR COLTON WATER DISTRICT #11, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR COLUMBIA DRAINAGE VECTOR CONTROL, OR COLUMBIA IMPROVEMENT DISTRICT, OR COLUMBIA R.F.P.D., OR COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT. OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR COOS FOREST PROTECTIVE ASSOCIATION COOS S.W.C.D., OR COQUILLE R.F.P.D., OR COQUILLE VALLEY HOSPITAL DISTRICT, OR CORBETT WATER DISTRICT, OR CORNELIUS R.F.P.D., OR CORP RANCH ROAD WATER IMPROVEMENT, OR CORVALLIS R.F.P.D., OR COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR COUNTRY CLUB WATER DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR SUPPLY AND CRESCENT WATER IMPROVEMENT DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR CROOK COUNTY PARKS & OR RECREATION DISTRICT, CROOK COUNTY S.W.C.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT. OR CROOKED RIVER RANCH R.F.P.D., OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR CRYSTAL SPRINGS WATER DISTRICT, OR CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT. OR CURRY COUNTY S.W.C.D., OR CURRY HEALTH DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR DAYTON FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR DEER DRAINAGE IMPROVEMENT ISLAND COMPANY, OR DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR DEPOE BAY R.F.P.D., OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT. OR DESCHUTES S.W.C.D.. OR DESCHUTES VALLEY WATER DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR DEXTER R.F.P.D., OR DEXTER SANITARY DISTRICT, OR DORA-SITKUM R.F.P.D., OR DOUGLAS COUNTY FIRE DISTRICT #2, OR DOUGLAS S.W.C.D., OR DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR DUFUR RECREATION DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR DUNDEE R.F.P.D., OR COMMUNITY DURKEE BUILDING PRESERVATION DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR EAGLE VALLEY R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR EAST FORK IRRIGATION DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR EAST SALEM SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR ELGIN COMMUNITY PARKS & **RECREATION DISTRICT, OR** ELGIN HEALTH DISTRICT, OR ELGIN R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR ELKTON R.F.P.D., OR EMERALD P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, OR ESTACADA R.F.P.D. #69. OR EUGENE R.F.P.D. # 1. OR EUGENE WATER AND ELECTRIC

BOARD EVANS VALLEY FIRE DISTRICT #6, OR FAIR OAKS R.F.P.D., OR FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR FALCON-COVE BEACH WATER DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT. OR FARGO INTERCHANGE SERVICE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR FERN VALLEY **ESTATES** IMPROVEMENT DISTRICT, OR FOR FAR ROAD DISTRICT, OR FOREST GROVE R.F.P.D., OR FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR R.F.P.D., GATES OR GEARHART R.F.P.D., OR GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR GLENDALE R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR GLENWOOD WATER DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT. OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR GREATER BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS PARK & RECREATION DISTRICT. OR TOLEDO POOL GREATER RECREATION DISTRICT. OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN SANITARY DISTRICT, OR GREENACRES R.F.P.D.. OR **GREENBERRY IRRIGATION DISTRICT, OR** GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR HARBOR R.F.P.D., OR HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR HARNEY COUNTY HEALTH DISTRICT, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR **HEBO JOINT WATER-SANITARY** 

AUTHORITY, OR HECETA WATER P.U.D., OR HELIX CEMETERY MAINTENANCE DISTRICT #4. OR HELIX PARK & RECREATION DISTRICT, OR HELIX R.F.P.D. #7-411, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR HEPPNER R.F.P.D., OR HEPPNER WATER CONTROL DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR HERMISTON **IRRIGATION DISTRICT, OR** HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR **HIGH DESERT PARK & RECREATION** DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR HOOD RIVER S.W.C.D., OR PARKS HOOD RIVER VALLEY & RECREATION DISTRICT, OR HOODLAND FIRE DISTRICT #74 HOODLAND FIRE DISTRICT #74, OR HORSEFLY IRRIGATION DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND HUBBARD R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT. OR ILLINOIS VALLEY FIRE DISTRICT ILLINOIS VALLEY R.F.P.D., OR

ILLINOIS VALLEY S.W.C.D., OR IMBLER R.F.P.D., OR INTERLACHEN WATER P.U.D., OR IONE LIBRARY DISTRICT, OR IONE R.F.P.D. #6-604, OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR **IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION** DISTRICT, OR IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT. OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR JACKSON COUNTY LIBRARY DISTRICT. OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR JEFFERSON COUNTY EMERGENCY SERVICE MEDICAL DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR JEFFERSON PARK & RECREATION DISTRICT. OR JEFFERSON R.F.P.D., OR JOB'S DRAINAGE DISTRICT, OR JOHN DAY WATER DISTRICT, OR JOHN DAY-**CANYON CITY PARKS & RECREATION** DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT. OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR JUNCTION CITY R.F.P.D., OR JUNCTION CITY WATER CONTROL DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT. OR JUNIPER CANYON WATER CONTROL DISTRICT. OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR JUNIPER FLAT R.F.P.D., OR JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR KEATING R.F.P.D., OR KEATING S.W.C.D., OR KEIZER R.F.P.D., OR KELLOGG RURAL FIRE DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR KERBY WATER DISTRICT, OR K-GB-LB WATER DISTRICT, OR KILCHIS WATER DISTRICT, OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT. OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4. OR KLAMATH COUNTY FIRE DISTRICT #5, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR KLAMATH COUNTY PREDATORY

ANIMAL CONTROL DISTRICT. OR KLAMATH DRAINAGE DISTRICT, OR KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT. OR **KNAPPA-SVENSEN-BURNSIDE** R.F.P.D., OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR LA GRANDE R.F.P.D., OR LA PINE PARK & RECREATION DISTRICT, OR LA PINE R.F.P.D., OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT -**DHH-OPH REGION 3** LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR R.F.P.D. #4. LAKESIDE OR LAKESIDE WATER DISTRICT, OR LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE AUTHORITY, OR LANE LIBRARY DISTRICT, OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT. OR LANGLOIS PUBLIC LIBRARY, OR LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN S.W.C.D., OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR LINN S.W.C.D., OR LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL DISTRICT. OR LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT. OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT. OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT. OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT. OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY. OR MALHEUR DRAINAGE DISTRICT, OR HEALTH MALHEUR MEMORIAL DISTRICT, OR COMMUNITY MALIN CEMETERY MAINTENANCE DISTRICT, OR MALIN **COMMUNITY PARK & RECREATION** DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE DISTRICT. OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT. OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT. OR MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR PALISADES MCKENZIE WATER SUPPLY CORPORATION, OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2. OR MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT. OR MERRILL R.F.P.D., OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS **EXPOSITION** METROPOLITAN RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE. OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT. OR MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT. OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR S.W.C.D.. MORROW OR MOSIER FIRE DISTRICT. OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT. OR MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR MT. LAKI CEMETERY DISTRICT. OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT. OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT. OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT. OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY

DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9. OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT. OR NORTH COUNTY RECREATION DISTRICT. OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT. OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D. OR NORTH UNIT IRRIGATION DISTRICT. OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT. OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR NYSSA ROAD ASSESSMENT DISTRICT

#2. OR NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR OAK LODGE WATER SERVICES, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT. OR OCHOCO WEST WATER AND SANITARY AUTHORITY, OR ODELL SANITARY DISTRICT. OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR **OLNEY-WALLUSKI FIRE & RESCUE** DISTRICT, OR ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON INTERNATIONAL PORT OF COOS BAY, OR OREGON LEGISLATIVE ADMINISTRATION OREGON OUTBACK R.F.P.D., OR OREGON POINT, OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT. OR OWW UNIT #2 SANITARY DISTRICT, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT. OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR CREEK PALMER WATER DISTRICT **IMPROVEMENT** COMPANY. OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT. OR

PANTHER CREEK WATER DISTRICT,

OR

PARKDALE R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1. OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR CEMETERY PISTOL RIVER MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT. OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND **IRRIGATION DISTRICT, OR POE** VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT. OR PONDEROSA PINES EAST SPECIAL

ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF **BRANDON, OR** PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM. OR PORT OF NEWPORT, OR PORT OF PORT OR PORT ORFORD. OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES. OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY. OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY. OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT. OR IMPROVEMENT RIMROCK WEST DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT. OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR **RIVER ROAD PARK & RECREATION** DISTRICT, OR RIVER ROAD WATER DISTRICT. OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406. OR RIVERSIDE WATER DISTRICT. OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES,

OR ROGUE VALLEY SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT. OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM R.F.P.D., OR SALISHAN SUBURBAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER **IMPROVEMENT** DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT. OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE COMPANY. IMPROVEMENT OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT. OR SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT. OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT. OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT. OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT. OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR VIEW SKYLINE DISTRICT IMPROVEMENT COMPANY, OR SLEEPY HOLLOW WATER DISTRICT. OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR SOUTH **GILLIAM COUNTY CEMETERY** 

DISTRICT. OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301. OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE. OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT. OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT. OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT. OR SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR SPRING RIVER SPECIAL ROAD DISTRICT. OR SPRINGFIELD UTILITY BOARD, OR ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6. OR STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR STAYTON FIRE DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR SUMMER LAKE IRRIGATION DISTRICT, OR

SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR WATER AUTHORITY. SUNRISE OR SERVICE OR SUNRIVER DISTRICT. SUNSET EMPIRE PARK & RECREATION DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SURFLAND ROAD DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT. OR SUTHERLIN WATER CONTROL DISTRICT. OR SWALLEY IRRIGATION DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR TENMILE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT. OR THOMAS CREEK-WESTSIDE R.F.P.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT. OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT. OR TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR

TILLAMOOK COUNTY S.W.C.D., OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY. OR TOLEDO R.F.P.D., OR TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT. OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR TRI-CITY WATER & SANITARY AUTHORITY, OR **METROPOLITAN** TRI-COUNTY TRANSPORTATION DISTRICT OF OREGON TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT **TUALATIN HILLS PARK & RECREATION** DISTRICT, OR TUALATIN S.W.C.D., OR TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR TWO SPECIAL RIVERS ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR TYGH VALLEY WATER DISTRICT. OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D. OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR

UMATILLA-MORROW RADIO AND DATA DISTRICT, OR UMPQUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT. OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR UNION GAP SANITARY DISTRICT, OR UNION GAP WATER DISTRICT, OR UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR UNION S.W.C.D., OR UNITY COMMUNITY PARK & RECREATION DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR VALE OREGON **IRRIGATION DISTRICT, OR** VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VIEW CEMETERY VALLEY MAINTENANCE DISTRICT. OR VALLEY VIEW WATER DISTRICT. OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT. OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR

WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT. OR WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT. OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT. OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON **CEMETERY DISTRICT #2. OR WESTPORT** FIRE AND RESCUE. OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR

R.F.P.D., WILLAKENZIE OR WILLAMALANE PARK & RECREATION DISTRICT. OR PARK WILLAMALANE AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT. OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT. OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR

#### K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY SCHOOL CASCADE DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL **DISTRICT 29** CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR SCHOOL DISTRICT NO.29 EAST ROUGE PARISH SCHOOL BATON DISTRICT ESTACADA SCHOOL DISTRICT NO.10B GROVE SCHOOL DISTRICT FOREST GEORGE MIDDLE SCHOOL GLADSTONE DISTRICT SCHOOL GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH **EDUCATION** DESERT SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL **DISTRICT 509-J** 

JEFFERSON PARISH SCHOOL

DISTRICT

JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS. OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL SCHOOL DISTRICT NO.71 LOWELL MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL. OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT ACADEMY MULTISENSORY LEARNING MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA

PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT PUBLIC SCHOOLS SPRINGFIELD SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT SCHOOL DISTRICT, UT BEAVER **BEEHIVE SCIENCE & TECHNOLOGY** ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT. UT CBA CENTER. UT CACHE SCHOOL DISTRICT, UT

UT CANYON RIM ACADEMY, CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL. UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY. UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT DISTRICT, SCHOOL EMERY UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH. UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT FOUNDATION ACADEMY, GOOD UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL. UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT

MARIA MONTESSORI ACADEMY. UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE UT MURRAY SCHOOL ACADEMY. DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT. UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY. UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH. UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT. UT **PROVIDENCE HALL. UT** PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES UT ACADEMY, UT REAGAN ACADEMY, RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL. UT SOUTH SANPETE SCHOOL DISTRICT. UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT SCHOOL TINTIC DISTRICT. UT TOOELE SCHOOL DISTRICT. UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT UINTAH RIVER HIGH, UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY. UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT SCHOOL WASATCH DISTRICT. UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT

# HIGHER EDUCATION ARGOSY

UNIVERSITY BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY -HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE. LA LOUISIANA STATE UNIVERSITY LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST CHRISTIAN COLLEGE OREGON HEALTH AND SCIENCE UNIVERSITY OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY COLLEGE PIONEER PACIFIC PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY

(OREGON UNIVERSITY SYSTEM) SOUTHWESTERN OREGON COMMUNITY COLLEGE UNIVERSITY TULANE TILLAMOOK BAY COMMUNITY COLLEGE UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE UNIVERSITY OF OREGON-GRADUATE SCHOOL UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY WESTERN STATES CHIROPRACTIC COLLEGE WILLAMETTE UNIVERSITY XAVIER UNIVERSITY UTAH SYSTEM OF HIGHER EDUCATION, UT UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UNIVERSITY, UT UTAH SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT SALT LAKE COMMUNITY COLLEGE, UT UTAH COLLEGE OF APPLIED **TECHNOLOGY. UT** 

### STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION OREGON LOTTERY

OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION

Original March 2022



# 9.8. References – Connection's Response

The Offeror shall complete Attachment A8, References.

Connection's A-8 Reference Form has been included on the following page.

Provide 3 references, preferably public agencies, where Products or Services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

#### Reference 1:

Company Name:	Washington County Public Schools	Phone:	276-739-3060
Contact:	Jason Lester	Email:	jlester@wcs.k12.va.us
Title:	IT Director	Address:	812 Thompson Drive
			Abington, VA 24210

Description of technology products and solutions provided:

Washington Count Public Schools has been a Connection customer for 21 years. During this time, Connection Public Sector Solutions has provided notebooks, desktops, servers, printers, projectors, and software to the district.

Contract Award Da	ate: Initial Award Date: 3/26/2002	Completio	n Date: <u>Ongoing</u>
Initial Contract Am	ount: \$ <u>N/A</u>		ract Amount: \$ <u>1M+ annual s</u> ales
Reference 2:			
Company Name: Contact: Title:	Middletown Township Chady Megeed IT Manager	Phone: Email: Address:	215-750-3800 ext. 1150 cmegeed@middletownbucks.org 3 Municipal Way Langhorne, PA 19407
Connection Public S	nology products and solutions prov Sector Solutions has provided notebook configuration services to Middletown T	s, desktops, sei	and the second
Contract Award Da	ate: Initial Award Date: 11/28/2009	Completio	n Date: <u>Ongoing</u>
	ount: \$ <u>N/A</u>	Final Cont	ract Amount: \$ <u>75K-100K annual sales</u>
Reference 3:			
Company Name: Contact: Title:	City of Norwalk, CT Jeff Oduro Sr. Systems Engineer	Phone: Email: Address:	203-854-7854 joduro@norwalkct.org 125 East Avenue Norwalk, CT 06851
As a customer for th client / end-user tec	nology products and solutions prov e past 9 years, Connection Public Sec hnologies to the City of Norwalk. Multip sset tagging have also been utilized by	tor Solutions ha	s provided both data center and
Contract Award D			
Contract Award Da	ate: Initial Award Date: 2/18/2014	Completio	n Date: <u>Ongoing</u>



# **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 Connection<sup>®</sup> Public Sector Solutions will deliver you value through a combination of depth of experience, savings, and outstanding service.

Take a closer look at Connection 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 Connection 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 Connection<sup>®</sup> Public Sector Solutions?

- 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.

1.800.800.0019 www.connection.com/ps



### OFFEROR DATA SHEET

GovConnection, Inc. dba NAME OF OFFEROR: <u>Connection Public Sector Solutions</u>

ADDRESS: 732 Milford Road
Merrimack, NH 03054
E-MAIL ADDRESS: sledcontracts@connection.com

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: Robert Bush, Sr. Director SLED Sales

Telephone Number: (800) 800-0019 ext. 33059

E-Mail Address: robert.bush@connection.com

Fiscal Representative: Sue Levy, Manager A/R Cash and Credit

Telephone Number: (800) 800-0019

E-Mail Address: <u>credit.corporate@connection.com</u>

Payment Address, if different from above:

GovConnection, Inc.

PO Box 536477, Pittsburgh, PA 15253-5906

Purchase Order Address, if different from above:

GovConnection, Inc. dba Connection Public Sector Solutions

732 Milford Road, Merrimack, NH 03054

#### VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The offeror:

✓ is a corporation or other business entity with the following SCC identification number: F1352089 -OR-

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

 $\Box$  is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

□ check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.

# Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 5.C.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 5.C.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a)Submission of this form with or without other reference to Article 2, Section 5.C.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b)Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret""). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. c)For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publicly available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
WCLP Discounts by	Page 3 of	Connection's Market Group Category discounts
Market Group	Cost Proposal	offered are a competitive differentiator, therefore are
		deemed confidential / proprietary.



# **Table of Content - Cost Proposal**

CONNECTION PUBLIC SECTOR SOLUTIONS' COVER LETTER TABLE OF CONTENTS

COST PROPOSAL: PRICING COMMITMENT / MODEL	1
Cost Proposal: Administrative Fees.	2
CONNECTION'S WEB CATALOG LIST PRICE (WCLP) BY MARKET GROUP	
CONNECTION'S MANUFACTURER LIST BY CATEGORY	
Additional Offerings	

### **BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

• If you currently have a Fairfax County business license, please submit a copy with your proposal.

٠	Do you have an office in:	Virginia Esirfox County	□ Yes □ Yes	⊠ No ⊠ No	
		Fairfax County			

• Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

<u>Connection Public Sector Solutions does not have a Fairfax County Business license, nor do</u> <u>we currently have offices in Fairfax County or Virginia. Connection, as a reseller of computer</u> <u>and technology</u> equipment, has shipped equipment to our customers within Fairfax County. Percentage of actual work to be done in Fairfax County is currently 0%.

March 28, 2023 Date Signature

# Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

### **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

- 1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative:	Robert Marconi, VP SLED Sales	
Signature/Date:	But hung !	3/28/2023
Company Name:	GovConnection, Inc. dba Connection Public Sector Solutions	
Address:	732 Milford Road	
City/State/Zip:	Merrimack, NH 03054	
TIN No:	52-1837891	

### **Certification Regarding Ethics in Public Contracting**

In submitting this proposal, and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

$\checkmark$
--------------

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

\_\_\_\_\_

If 2 is selected, please complete the following:

Recipient:

Date of Gift:

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Offe	ror Representative: Robert Ma	rconi, VP SLED Sales
Signature/Date:	(And hing)	<u>/_3/28/2023</u>
Company Name:	GovConnection, Inc. dba Connect	tion Public Sector Solutions
Company Address:	732 Milford Road	
City/State/Zip:	Merrimack, NH 03054	

This certification supplements but does not replace the requirements set forth in paragraph 59 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation

#### FAIRFAX COUNTY'S BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is requested of all businesses/organizations including publicly traded corporations, non-profits, employment services organizations, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

#### Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority- Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women- Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government/Public Body" in Step 1 GovConnection, Inc. dba

NAME OF BUSINESS: Connection Public Sector Solutions LAST 4 DIGITS OF TIN/EIN: 7891

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

Micro Small Marge Non-Profit Government/Public Body Employment Services Organization

 Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of.

 You may choose MORE than one (1) option.

 I Women-Owned

 Minority-Owned

 Service-Disabled Veteran-Owned

#### DEFINITIONS

**Micro Business/Organization** - "Micro business" means a business that has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the prior three-year period.

**Small Business/Organization** - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - is a business that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Service-Disabled Veteran** - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

**Service-Disabled Veteran-Owned Business** - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

**Employment Services Organization** - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience.

Provide 3 references, preferably public agencies, where Products or Services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

#### Reference 1:

Company Name:	Washington County Public Schools	Phone:	276-739-3060
Contact:	Jason Lester	Email:	jlester@wcs.k12.va.us
Title:	IT Director	Address:	812 Thompson Drive
			Abington, VA 24210

Description of technology products and solutions provided:

Washington Count Public Schools has been a Connection customer for 21 years. During this time, Connection Public Sector Solutions has provided notebooks, desktops, servers, printers, projectors, and software to the district.

Contract Award Da	ate: Initial Award Date: 3/26/2002	Completio	n Date: <u>Ongoing</u>
Initial Contract Am	ount: \$ <u>N/A</u>		ract Amount: \$ <u>1M+ annual sales</u>
Reference 2:			
Company Name: Contact: Title:	Middletown Township Chady Megeed IT Manager	Phone: Email: Address:	215-750-3800 ext. 1150 cmegeed@middletownbucks.org 3 Municipal Way Langhorne, PA 19407
Connection Public S	nology products and solutions prov ector Solutions has provided notebook configuration services to Middletown T	s, desktops, sei	
Contract Award Da	ate: <u>Initial Award Date: 11/28/2009</u>	Completio	n Date: <u>Ongoing</u>
Initial Contract Am	ount: \$ <u>N/A</u>		ract Amount: \$ <u>75K-100K annual sales</u>
Reference 3:			
Reference 3: Company Name: Contact: Title:	City of Norwalk, CT Jeff Oduro Sr. Systems Engineer	Phone: Email: Address:	203-854-7854 joduro@norwalkct.org 125 East Avenue
Company Name: Contact: Title: Description of tech As a customer for th client / end-user tec	Jeff Oduro	Email: Address: ided: or Solutions ha le Connection ir	joduro@norwalkct.org 125 East Avenue Norwalk, CT 06851 s provided both data center and
Company Name: Contact: Title: Description of tech As a customer for th client / end-user tec configuration and as	Jeff Oduro Sr. Systems Engineer nology products and solutions prov e past 9 years, Connection Public Sect hnologies to the City of Norwalk. Multip	Email: Address: ided: or Solutions ha le Connection in the City.	joduro@norwalkct.org 125 East Avenue Norwalk, CT 06851 s provided both data center and

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

- 1. <u>Funding:</u> The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
- 2. <u>Non-discrimination</u>-During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

- 3. <u>Authorization to Conduct Business in the Commonwealth:</u> A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 4. <u>No Indemnification by the County</u>. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
- 5. Contractual Disputes:
  - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
  - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 6. <u>Drug Free Workplace</u>: During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 7. <u>Immigration Reform and Control Act</u>: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 8. <u>Audit of Records</u>: The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
- 9. <u>Prohibition on the Use of Certain Products and Services</u>. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the U.S. Department of Homeland Security for use on federal systems.
- 10. <u>Venue</u>. Venue for any claim under a contract or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

Signature/Date:	And for ge	

Printed Name/Title: Robert Marconi

/ Vice President SLED Sales

/ March 28, 2023

Company Name: GovConnection, Inc. dba Connection Public Sector Solutions

Page 4 of 4

# N/A - See Alternative Solution / Note below.

# LICENSE AGREEMENT ADDENDUM

Fairfax County ("the County") and <u>GovConnection, Inc.</u> ("Supplier"), a business incorporated in <u>Maryland</u>, F.E.I.N. <u>52-1837891</u>, having its principal place of business at <u>Merrimack, NH</u>, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract(s) ("[INSERT CONTRACT DESCRIPTION]") provided by Supplier. This Addendum, duly executed by the parties, is attached to and made a part of Supplier's standard form contract(s). Together these documents govern the use of any and all products or agreements whether or not specifically referenced in the order document.

The term "contract" means the Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted in this Addendum, acceptable to the County. But certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by the County. In consideration of the convenience of using the standard form contract and this Addendum without the necessity of specifically negotiating a separate contract document, the parties specifically agree that none of the following terms has any effect or is enforceable against the County or any of its officers, directors, employees or agents, even if that term or provision appears in the attached Supplier's standard form contract(s),

- 1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
- 2. Requiring any total or partial compensation or payment for unperformed services, anticipated profit, or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
- 3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
- 4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
- 5. Granting Supplier a security interest in property of the County, the Commonwealth, or any of their officers, directors, employees or agents;
- 6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
- 7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
- 8. Permitting approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party without the County's written consent;
- 9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- 10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
- 11. Requiring any dispute resolution procedure(s) other than those set forth in the Fairfax County Purchasing Resolution and the Code of Virginia;

Approved as of January 31, 2022. Changes to this document must be approved by the Office of the County Attorney. Page 1 of 4

- 12. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
- 13. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
- 14. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
- 15. Requiring the County to agree to third-party terms and conditions.
- 16. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of the County except as follows: Supplier may assign all or any of its rights and obligations to: a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and, if necessary, a certification of authority to do business in Virginia; or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
- 17. Not complying with the contractual provisions in Articles 3 and 5 of the Fairfax County Purchasing Resolution, which are incorporated by reference.
- Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by <u>§ 59.1-501.15</u> of the <u>Code of Virginia</u>;
- 19. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
- 20. Requiring that the County waive any immunity to which it is entitled by law;
- 21. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
- 22. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
- 23. Obligating the County beyond approved and appropriated funding. All payment obligations under the contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, the contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
- 24. Permitting unilateral modification of the contract by Supplier;
- 25. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
- 26. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
- 27. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
- 28. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;

Approved as of January 31, 2022. Changes to this document must be approved by the Office of the County Attorney. Page 2 of 4

- 29. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
- 30. Granting Supplier or an agent of Supplier the unilateral right to audit or examine the books, records, or accounts of the County;

The parties further agree as follows:

- 31. If, pursuant to Title 13.1 or Title 50 of the Code of Virginia, Supplier is required to obtain a certificate of authority to transact business in Virginia, Supplier represents and warrants that it is so authorized. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.
- 32. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- 33. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted.
- 34. The County may rely on independent contractors, acting on behalf of the County, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, or third-party contractor or subcontractor of the County during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
- 35. Any travel expenses incurred by Supplier in the course of performing the services must be preapproved by the County and shall be reimbursed at the then-current per diem rates used by the federal government.
- 36. Supplier will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this contract. Supplier must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Supplier accesses, stores, or hosts pursuant to this contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Supplier discovered the breach. The requirements of this paragraph are in addition to and do not relieve Supplier of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Supplier experiences a breach of protected health information governed under HIPAA, or substance use

Approved as of January 31, 2022. Changes to this document must be approved by the Office of the County Attorney. Page 3 of 4

disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

- 37. All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
  - A. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - B. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - C. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - E. Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract(s), constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**Connection's Alternative Solution / Note:** As Connection is the reseller and not the manufacturer, at the time of purchase from the customer, the EULA and its terms will be negotiated between the manufacturer and the customer. The manufacturer will make its EULA available for review and it must be agreed to at or before the time the software or other licensed product is installed or accessed for the first time by the end user. The manufacturer would be provided Fairfax County's "License Agreement Addendum" and be asked to provide written consent to Fairfax Counties terms and conditions. It is the end user's responsibility to review, understand and agree to the terms of any such EULA.

Supplier By:		Fairfax County	
		By: (Signature)	
Name: _ (Print)	Robert Marconi	Name: (Print)	
Title:	Vice President SLED Sales	Title: Director/County Purchasing Agent	
Date:	March 30, 2023	Date:	

Approved as of January 31, 2022. Changes to this document must be approved by the Office of the County Attorney. Page 4 of 4

RFP 2000003549 Attachment D



# ATTACHMENT D

# SOLICITATION

ΒY

# COUNTY OF FAIRFAX, VIRGINIA

# REQUEST FOR PROPOSALS# 2000003549

FOR

TECHNOLOGY PRODUCTS, SERVICES AND SOLUTIONS

- -----

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GovMVMT PURCHASING COOPERATIVE

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- Exhibit A Questionnaire for National Consideration
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- Exhibit G FEMA (Federal Emergency Management Agency) Contract Provisions
- Exhibit H New Jersey Business Compliance
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### 1. **REPRESENTATIONS AND COVENANTS**

### Commitments

GovMVMT views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both GovMVMT and the Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.

### 2.1 Executive Commitment

- A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Suppliers contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT website and shall implement and support such web page.

- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

### 2.2 Value Commitment

- (i) Supplier represents to GovMVMT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) <u>Contracts Offering Lower Prices.</u> If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) <u>Deviating Buying Patterns</u>. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) <u>Supplier's Options in Responding to a Third-Party Procurement Solicitation</u>. While it is the objective of GovMVMT to encourage Public Agencies to piggyback onto the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
  - A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
  - B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative consideration.
- **2.3 Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- A. Lead Public Agency process
- B. Non-profit structure
- C. Public Benefit Programs
- D. Value Commitments
- E. Advisory Council Oversight
- F. Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.

- 2.4 Sales and Marketing Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
  - Supplier Sales. Supplier shall be responsible for proactive sales of Suppliers (i) Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing

camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

- (ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) <u>Participating Public Agency Access</u>. Supplier shall establish thefollowing communication links to facilitate customer access and communication:
  - A. A dedicated GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:
    - 1) GovMVMT standard logo with Founding Sponsor logos;
    - 2) Copy of original procurement solicitation, including all addenda;
    - 3) Copy of Master Agreement including all amendments;
    - 4) Summary of Products and Services pricing;
    - 5) Electronic link to GovMVMT's online registration page;
    - 6) Other promotional material as requested by GovMVMT;
    - 7) A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
    - 8) A dedicated email address for genera inquiries in the following format: GovMVMT@(suppliername).com.
- (v) <u>Electronic Registration</u>: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

- (vi) <u>Supplier's Performance Review</u>: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "<u>Supplier Content</u>") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**Connection Response:** Connection acknowledges and understands. Please reference Connection's responses within the Technical Proposal, Cost Proposal, Attachment A (A1-A8) Attachment B, Attachment C, Attachment D (Exhibits A-I), and Addenda #1-3, for details.

### EXHIBIT A QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

- Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally? Yes √ No
- 2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?

Yes  $\checkmark$  \*No\_\_\_\_\_ (\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?

Yes 🗸 \*No\_

(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)

4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?

Yes 🗸	No

- 5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress? Yes\_\_\_\_\_ No\_\_\_\_
- 6. Does your company have the ability to provide electronic and ecommerce ordering and billing?

Yes\_\_\_\_No\_\_\_\_

- Will the GovMVMT contract be your lead public offering to Participating Public Agencies? Yes 
   No\_\_\_\_
- 8. Check which applies for your company sales last year in the United States:

Sales between \$0 - \$25 Million

- Sales greater than \$25 Million to \$50 Million
  - Sales greater than \$50 Million to \$100 Million
- ✓ Sales greater than \$100 Million

Submitted by:

Robert Marconi	Vice President SLED Sales	
(Printed Name)	(Title)	
And hing	March 28, 2023	
(Signature)	(Date)	

# **Connection's Response to Exhibit B Supplier Response**

RFP 2000003549 Attachment D

# EXHIBIT B SUPPLIER RESPONSE

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

# A. National Commitments

 Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment. Connection has read, acknowledges, understands, and agrees to comply with the Supplier Representations and Covenants. Throughout our response, we hope to demonstrate that the entire organization is committed to promoting the resulting contract and to providing the highest level of support and benefit to the Participating Public Agencies. Connection agrees to make the four commitments – Executive, Value, Differentiator, Sales, and Marketing – as outlined in Section 1.

### **B.** Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.

<u>Connection's History</u>: GovConnection, Inc. is a wholly owned subsidiary of PC Connection, Inc., which was founded in 1982. Patricia Gallup and David Hall established PC Connection, Inc. in 1982 with a mission to offer "a better way to buy information technology products." 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 competitive prices.

- GovConnection, Inc. started as ComTeq Federal, Inc. in 1993 and became a wholly owned subsidiary of PC Connection in 1998.
- In January of 2002, ComTeq was renamed and incorporated as GovConnection, Inc.
- In 2016, the company rebranded; the company rebranded with a new "Connection" brand uniting all subsidiaries under one clear, concise, and powerful brand name. NASDAQ stock ticker changes from PCCC to CNXN.

<u>Today:</u> In recent years, we have grown into a Fortune 1000 company, with annual revenues of \$3 billion. Today, our 2,500 employees work in offices in New Hampshire, Florida, Illinois, Massachusetts, Maryland, New Jersey, Pennsylvania, South Dakota, in our full service, ISO 9001:2015-certified Technology Integration and Distribution Center (TIDC) in Wilmington, Ohio, as well as remotely, nationwide.

Connection<sup>®</sup> is a Global Solutions Provider that connects people with technology to enhance growth, elevate productivity, and empower innovation. The Connection brand includes Connection Public Sector Solutions, Connection Business Solutions and Connection Enterprise Solutions. Through these three companies we provide customer-centric IT solutions and services to public sector markets, small- to medium-sized businesses, and enterprise, respectively.

Connection Public Sector Solutions is a premier reseller and leading National Solutions Provider to the public sector. We offer IT products and solutions to our extensive client base

### EXHIBIT B SUPPLIER RESPONSE

of public sector customers, including these market segments: Higher Education institutions, the Federal government, K-12 schools and state and local governments.

Connection has a 40-year history of maintaining strong, long-standing manufacturer/vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 460,000 products from over 1,600 manufacturers.

Connection holds premier certifications and authorizations from leading vendors—including Cisco Gold, Hewlett Packard Enterprise Platinum, Lenovo Platinum, and Microsoft Gold. In addition, our talented engineers have acquired more than 2,500+ 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.

These established manufacturer relationships enable us to offer deep pricing discounts. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can recommend the most objective, effective, and cost-efficient solutions.

<u>Contract Expertise:</u> For decades, Connection has been successfully partnering with cooperatives and consortia that have national, regional, and local reach. A significant portion of our business is conducted through cooperative/consortium group purchasing contracts. We support the smallest memberships with the same care as we do the largest memberships. We understand how these contracts work and operate and pride ourselves on working closely with our cooperative administrators and members to identify where the value is needed.

Connection understands the importance of cooperatives in the public arena and what they care about most... Savings/Value. Shared knowledge. Information gathering. Purchasing leverage. Strength in numbers.

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

<u>The Future:</u> Ever-changing technology will continue to shape the way we work, communicate, and manage our lives. As technology continues to evolve, Connection Public Sector Solutions will continue to be a national solutions provider that connects our customers with technology that enhances growth, elevates productivity, and empowers innovation.

<u>Connection is the most qualified supplier</u> and is ideally suited to servicing the contract resulting from this RFP, mainly due to our:

- long, rich, and successful history providing these services to servicing contracts of similar size to our many public sector customers.
- experienced and highly trained Sales Team already in place to service the County of

### EXHIBIT B SUPPLIER RESPONSE

Fairfax, VA / GovMVMT contract and its Participating Public Agencies (PPAs).

- full technology solution expertise and experience in IT with nationwide delivery.
- longstanding manufacturer partner relationships / certifications.
- objective solutions recommendations.
- 2. Provide the total number and location of salespersons employed by your company in the United States.

Connection has 10 different office locations and several remote offices, nationwide. Employees per location have been listed below:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
2	Boca Raton	FL
14	Dakota Dunes	SD
36	Exton	PA
58	Keene	NH
108	Merrimack – HQ	NH
24	Merrimack – PS Office	NH
24	Rockville	MD
26	Schaumburg	IL
29	Wilmington	OH
572	Full-Time Remote	USA
Total: 893		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Upon award, Connection commits to aggressively promote the County of Fairfax / GovMVMT contract and to continuously provide enablement and best in class training to our Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers.

The following are some examples of the contract training that will be required by Connection and implemented by the Sales team:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite Manufacturer training sessions with each of the highlighted partners
- Dedicated Sharepoint Repository available for County of Fairfax / GovMVMT collateral and tutorial

Connection will work closely with the County of Fairfax / GovMVMT team for strategy and account mapping. Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

• Co-branded email to Connection's entire education, healthcare and state and local agencies lists, highlighting contract and special offers for PPAs.

### EXHIBIT B SUPPLIER RESPONSE

- Listed on contracts page linking to PPAs customized County of Fairfax / GovMVMT contract web pages, which can be created and implemented by Connection.
- Social media campaign to increase awareness of contract.
- Google AdWords campaign to increase awareness of contract.
- Webinar with County of Fairfax / GovMVMT members.
- Custom collateral.

Connection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and ensures 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 the PC Connection companies, we are still small enough to quickly roll out information, terms, and pricing structures to our sales organization.

Initially, Connection's sales team will coordinate conference calls as often as needed, to ensure complete understanding of the contract implementation, between the County of Fairfax / GovMVMT and Connection. Once both parties are fully comfortable and settled, the team will coordinate monthly conference calls, will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to update County of Fairfax / GovMVMT on its contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns.

Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If at any time County of Fairfax / GovMVMT needs us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

4. Provide the number and location of support centers. Connection's support centers are:

Merrimack, NH Sales Office 732 Milford Road Merrimack, NH 03054

Keene, NH Call and Service Center 450 Marlborough Street Keene, NH 03431

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

Wilmington, OH Sales Office & Technology Information and Distribution Center (TIDC) 2870 Old State Route 73 Wilmington, OH 45177

5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2020, 2021, AND 2022				
SEGMENT	20 <u>20 </u> SALES	20 <u>21 </u> SALES	20 <u>22 </u> SALES	
Cities*	\$48,644,248	\$40,981,138	\$47,868,222	
Counties	\$18,838,591	\$14,686,440	\$18,034,362	
K-12 (Public/Private)	\$187,850,885	\$240,301,392	\$266,229,198	
Higher Education (Public/Private)	\$204,196,314	\$210,680,054	\$220,240,277	
States	\$11,643,469	\$12,353,185	\$11,544,653	
Other Public Sector and Nonprofits	\$20,577,001	\$20,356,650	\$20,331,940	
Federal	\$171,939,746	\$164,917,168	\$155,756,248	
Private Sector	NA	NA	NA	
Total Supplier Sales	\$663,690,254	\$704,276,028	\$740,004,901	

\*Sales for "City & County" Entities roll into Counties Segment

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2020, 2021, AND 2022				
SEGMENT	20 <u>20 </u> SALES	20 <u>21</u> SALES	20 <u>22 </u> SALES	
Cities*	\$48,644,248	\$40,981,138	\$47,868,222	
Counties	\$18,838,591	\$14,686,440	\$18,034,362	
K-12 (Public/Private)	\$187,850,885	\$240,301,392	\$266,229,198	
Higher Education (Public/Private)	\$204,196,314	\$210,680,054	\$220,240,277	
States	\$11,643,469	\$12,353,185	\$11,544,653	
Other Public Sector and Nonprofits	\$20,577,001	\$20,356,650	\$20,331,940	
Federal	\$171,939,746	\$164,917,168	\$155,756,248	
Private Sector	NA	NA	NA	
Total Supplier Sales	\$663,690,254	\$704,276,028	\$740,004,901	

\*Sales for "City & County" Entities roll into Counties Segment

7. Provide a list of your company's ten largest public agency customers, including contact information.

Connection Public Sector Solutions maintains that a list of Connections Top 10 Public customers and their respective contact information is deemed confidential. Upon further request, Connection would ask all parties involved to agree to, and sign a Non-Disclosure Agreement prior to submitting this information.

8. Describe any green or environmental initiatives or policies.

# Connection's Commitment to Sustainability

As a leading technology solutions provider, Connection is committed to delivering on a foundation of Earth-friendly practices in everything that we do. This is being accomplished through the support of community programs, empowerment of our employees, and collaboration with a network of dedicated, responsible partners who exemplify environmentally sound business practices and demonstrate a strong commitment to sustainability initiatives. These actions are focused on driving company-wide sustainability practices that result in a positive impact on the environment and significant, long-term benefits to our employees, customers, partners, and the communities in which we live and work. We have had a long - time commitment to good environmental, "green," practices, with several established environmental and sustainability policies and programs in place, to meet the requirements of our environmentally conscious customers.

## **Ongoing Education**

- Connection wants its customers to know they have options. When our partners provide ENERGY STAR<sup>®</sup>, EPEAT, and RoHS ratings electronically, Connection includes this information on its website to help customers make informed decisions. Connection also utilizes EPEAT resources for identifying ratings across the most used IT products.
- Account Managers attend regular manufacturer meetings and training sessions, so they



are kept informed of the latest "green" technology product offerings.

## Recycling

- Connection isolates, bales, and recycles all waste corrugated (cardboard) including cartons from our suppliers and returned packages.
- Connection isolates, bales, and recycles all stretch wrap removed from pallets.
- Connection utilizes trash haulers that sort and recycle our trash.
- Connection isolates all wastepaper, shred, bale, and recycle it.
- Connection recycles toner cartridges, shrink wrap, and airbags used in our configuration lab and warehouse.
- All e-waste is recycled through certified e-waste recycling companies.
- Connection has invested heavily in the refurbishment and use of existing structures whenever we have expanded our footprint, thereby reducing the effect of corporate sprawl.

# Warehouse Packing & Shipping

• Connection eliminated the use of packing peanuts.

- The shipping cartons we purchase are manufactured with a minimum of 65% recycled PCW material.
- The packing paper we use as dunnage in our shipping cartons is manufactured with a minimum of 40% recycled PCW material.
- All corrugated boxes received from vendors are baled and shipped to a corrugated recycling company.
- All pallets used for storage and shipping are obtained by reusing pallets upon which vendor product was shipped to us.
- Connection receives more pallets than we ship. All excess pallets are shipped to a pallet recycling company.
- All dunnage material used by our vendors for shipments sent to us is either reused in our customer shipments or provided to other local business for use as packing material.
- Many packages we handle are self-shippers (packaged by the manufacturer and never opened by TIDC); we do not add to the manufacturer's recommended minimum level of packaging material.

# **Energy Consumption**

- Connection utilizes low E glass to control radiant heat and heat/cooling loss.
- Connection incorporates skylights to introduce natural light, and special shading systems to control heat gain and cooling loss.
- Connection incorporates automated energy management systems to regulate temperatures and to control temperature and lighting, to coincide with times of occupancy.
- We reduce energy consumption via the use of low energy lamps, electronic ballasts, and energy star rated equipment.
- All coolants in our air conditioning and refrigeration systems are environmentally friendly.
- Irrigation systems utilize recovered rainwater.
- Air circulation systems were installed to incorporate a filter system and to take advantage of high ceiling heat in the winter, and floor level cool air in the summer, resulting in improved air quality and temperature with minimal energy consumption, and reduced heating/cooling cost.
- Motion lights installed in our offices, and warehouse reduce energy consumption.
- Connection's conveyor systems are low voltage DC powered rollers with 30" zones so they are only running when a package is within that zone. This greatly reduces power consumption, noise levels, and provides a much safer environment.

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications. Connection employs several diversity and inclusion policies. Here are some examples:

**Dedicated Resources:** Connection has dedicated employees to support our diversity, equity, and inclusion initiatives. We have also created an employee driven committee to dedicate time and resources to further expand and enrich our diversity and inclusion efforts.

- As a trusted and experienced supplier to the Public Sector market, Connection is committed to diversity and inclusion. We have an employee driven committee called the Connection Cares Leadership Council (CCLC): Diversity, Equity, & Inclusion team. The team has two senior leader sponsors as well. Our CCLC has a specific area of focus on diversity, equity, and inclusion. Connection is committed to creating a culture where employees can thrive and make our communities—and our company—stronger, healthier, and more inclusive by bringing together people, perspectives, and ideas. Our mission is to cultivate cohesiveness, teamwork, and inclusion—empowering employees with a comfortable, safe, and healthy environment to foster productivity and become an employer of choice. Employees have an opportunity to share and celebrate their differences. Our hiring managers work to establish new relationships with colleges and community leaders in diverse areas, training, and employee resource groups.
- Connection's Diversity, Equity, & Inclusion (DE&I) Advocate is available to assist the team and the organization to move initiatives forward surrounding the DE&I space.
- Connection staffs a compliance person in the HR department who manages the affirmative action plans to ensure best practices for a diverse workforce.

**Diverse Supplier Relationships:** GovConnection, Inc. d/b/a Connection Public Sector Solutions (Connection) utilizes small, disadvantaged, minority-owned and/or women-owned, and/or HUBZone businesses, whenever possible. Connection is a Value-Added Reseller who does not manufacture products; however, we have contracts in place, and we agree to maximize efforts to subcontract small and socioeconomically challenged business to provide services under our indirect cost pool. We will make every commercial effort to work with Diverse Suppliers for these service projects. Each situation will be analyzed individually and the partner that best fits the needs of each customer, will be used, when possible. Connection has a Federal Government Approved Small Business Subcontracting Plan that is valid for FY2023. In this plan, we commit subcontracting dollars to small business concerns including Alaskan Native Corporations, and Indian tribes, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Businesses, HUBZone Businesses and Women-Owned Businesses.

In addition, Connection Public Sector Solutions is currently participating in the SBA's Mentor-Protégé Program (SBAMPP) as a mentor to a small HUBzone certified company, providing Management and Technical Assistance, Financial Assistance, Contracting Assistance, Business Development Assistance and General and/or Administrative Assistance, when necessary, to help build their business in the public sector market. Connection's participation in this program will increase our ability to leverage our Protégé's

expertise in relevant technologies such as networking, cloud computing, cybersecurity, mobile solutions, internet of things, industrial control systems, and managed security services, while also improving HUBZone utilization. Supporting Mentor-Protégé documentation is available upon request.

Whenever possible, Connection actively engages diversity partners to perform services. Currently, we are working on an initiative that will make it easier for our Account Managers to identify diversity partners with specific capabilities that are local to specific regions around the country. Once completed, this initiative will enhance our ability to quickly engage a diversity partner when needed, resulting in more diversity participation. Connection is committed to helping its customers meet their diversity goals.

- 10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
  - a. Minority Women Business Enterprise (MBE or WBE) Yes\_\_\_\_ No\_✓\_\_
  - b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE) Yes\_\_\_\_ No\_\_∕\_\_
  - c. Historically Underutilized Business (HUB) Yes\_\_\_\_ No\_\_∕\_\_
  - d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes\_\_\_\_ No\_✓\_\_
  - e. Veteran Business Enterprise (VBE) Yes\_\_\_\_ No\_✓\_\_
  - f. Service-Disabled Veteran's Business Enterprise (SDVBE) Yes\_\_\_\_ No\_\_∕\_\_

If you responded yes to any designations in a-f, please list certifying agency(ies):

11. Please describe any Affirmative Action Policy your company has in place.

**Hiring/Recruitment:** Connection is committed to diversity in our recruiting, retaining, and developing of talent. We hire and recruit from a variety of sources including posting our jobs on a variety of sites to target diverse candidate pools. Connection was awarded the Pro Patria award from the National Guard in 2020 to recognize us for our support of the military.

Here is our latest policy:

https://connect.connection.com/HR/Policies%20and%20Procedures/Equal%20Employmen t%20Opportunity.pdf#search=affirmative

**Training:** We provide robust employee training programs around Diversity, Equity, & Inclusion.

- Our entire population has completed an SAI Global online compliance course, "Diversity: Unconscious Bias". Our people managers have taken an additional
  - 17

"Unconscious Bias" training that is a live, half day training.

- We roll out a "Code of Conduct" training each year to all employees that provides guidance on what is contained in Connection's Code of Business Conduct and Ethics and what is expected of employees to respond appropriately to situations that may arise in the workplace. These include situations of any harassment or differential treatment.
- Another course is our "Respect & Dignity in the Global Workforce". This training covers what employees need to know to help prevent, and if necessary, respond to sexual harassment and discrimination in the workplace. All existing employees as well as new hires are required to complete this training.
- Our "Life Safety at Work: Mental Health" course provides employees with strategies for supporting coworkers' mental health before it becomes too consequential. Employees are taught to identify signs of mental health concerns in the workplace and know appropriate actions to take.
- All of these courses are required.

# C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Once an account is established, the PPAs could place an order in several ways. They have the option of logging into their secure web ordering portal or may place an order by contacting their Connection account team for assistance.

The following outlines the order processing procedure.

- Connection can provide secure, 24x7 ordering portals. Our mature and extremely successful web-based business is the hub around which our business is built. We have the expertise and the capabilities in place to support robust electronic procurement / ordering processes for County of Fairfax / GovMVMT PPAs.
- Once logged into their County of Fairfax / GovMVMT web ordering portal, PPAs will be able to view County of Fairfax / GovMVMT contract pricing.
- The order can then be placed directly in the web portal with a valid purchase order or P-Card. The PPAs have the additional options of placing the order over the phone, via fax or email.
- Order is reviewed for accuracy, availability, and contract compliance.
- Order is released for processing and invoicing. Connection maintains an overall order accuracy rate of 99.999%.
- Order is fulfilled. Connection maintains a same day order fulfillment rate for in-stock, pick and ship products of 99.5%.
- Delivery time frame: In-stock products are typically delivered within 2-5 business day.\*
- Once an order is placed, the customer will receive system generated (automated) emails to provide order status, shipping notifications, and tracking information.

- All orders shipped can be tracked from the point origin to the requested delivery address.
- Shipment tracking is available for web purchases once the order has shipped. The tracking number is listed on the site after the product is ordered. The customer may click on the tracking number to receive tracking details.
- Upon shipping, a system generated (automated) email with tracking information is sent to the email address of the member who placed the order, or an alternate designated by that User. For example, a purchasing specialist can enter an end user email address in addition to, or in place of, their own as the recipient of email tracking information. The PPAs Connection Account Manager has the same ability for all orders placed internally.
- Shipment tracking can also be viewed when logged into the secure web order portal. The customer could search for their order-by-order number, purchase order or name and then click the tracking link within the order summary. If the order shipped in several cartons, separate tracking links will be provided for each carton.
- For added convenience, Connection's web ordering site also allows customers to generate an Order Tracking Report, which will provide the status of all open and shipped orders.
- Once an order is delivered, the order will be invoiced.

NOTE: Members of Connections Sales Team are available to advise and assist with this process whenever needed.

\* Coronavirus Notice: Notwithstanding anything else to the contrary contained in this proposal, Connection shall in no event be liable for delivery delays that are caused by circumstances beyond Connection's reasonable control, including without limitation, carrier delays, product unavailability, fire, acts of God or government agency, severe weather, acts of war, labor shortages, power failures or health pandemics. Furthermore, Connection shall not be liable for any global shipping delays caused by the Coronavirus outbreak. Order status can be obtained from:

https://www.connection.com/IPA/Reporting/OrderTrackingRequest

- In what formats do you accept orders (telephone, ecommerce, etc.)? Connection has the capability to receive and process orders placed against a Purchase Order or a credit card through a variety of means, including telephone, fax, e-mail, postal mail, web orders and personalized, eCommerce websites.
- 3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing. Connection integrates with many institutions' procurement systems and 3rd party systems, allowing us to provide seamless single sign on, offsite carts, quoting, automated electronic ordering and electronic invoicing. Connection has successfully integrated its e-procurement tools with these systems to our customers' complete satisfaction. We currently interface with such e-Procurement partners as Jaggaer, Ariba (including Ariba Punchout), Oracle Supplier Network, Oracle Exchange and iProcurement, Peoplesoft, SAP-SRM (including OCI

Transactions), Coupa, Workday, 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.

- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
   Connection's payment terms are Net 30, by ACH, check or wire. Credit cards may be used for payment at the time of order. Net 30 accounts may not be paid by credit card.
- State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
   Connection allows the use of procurement card and credit card purchasing via telephone, fax, e-mail, postal mail, web orders and personalized, eCommerce websites. Net 30 accounts may not be paid by credit card.
- 6. Describe how your company proposes to distribute the Products and Services nationwide. For over 40 years, Connection has been successfully and efficiently distributing products and services nationwide. We attribute our success delivering nationwide to our Technology Integration and Distribution Center (TIDC) which is centrally located in Wilmington, Ohio. This strategic location is within one hour of three metro areas, giving greater access to a large skilled labor pool as well as a wide range of transportation providers. This facility is also within a 3-day UPS ground transit time to 74% of the population.

For additional information on the dependable and seamless distribution and fulfillment offered by Connection's TIDC, we hope you will enjoy the video located at the bottom of the page via the following link provided on the next page:

http://www.govconnection.com/technology-services/distribution-and-configuration-center and at https://vimeo.com/383306378/9ae0111ed7.

Supplementing the efforts of our TIDC are our nationwide drop-ship partner locations. These locations blanket the country and are distribution centers for partners such as, but not limited to, Synnex, Ingram Micro, Tech Data, and D&H. Products from these locations ship for next-day delivery, of in-stock products, provided orders are placed by 3:00 p.m. ET.

Additionally, when required, products can be shipped directly from one of our 1,600 manufacturer partners' warehouses.

Connection's delivery options are among the most convenient in the industry. Customers designate their desired shipping levels at the time of purchase; options include next-day, next-day early morning, two-day, ground, Saturday delivery, and other standard alternatives. Options other than standard, ground shipping will incur and additional charge. Customers may also utilize their own shipping accounts.



Main Distribution Center - Wilmington Ohio	Bluestar	Edge Technology	Micron
AB Distributing	D&H	Essendant	Scansource
Accutech	Digital Storage	Ingram Micro	Stampede Global (Xertis)
Axiom	Douglas Stewart	Ma Labs	Synnex
			Tech Data

7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user. Supplementing the efforts of our Distribution and Configuration Center are our distribution partners, whose locations blanket the country, for expeditious nationwide delivery. (See graphic above.) Products from these locations ship for next-day delivery, of in-stock products, provided orders are placed by 3:00 p.m. ET. Heavyweight order cutoff time is 12:00 Noon and will not always be available for next day delivery.

These partners include:

- AB Distributing
- Accutech
- Axiom
- Blue Star
- D&H

- Douglas Stewart
- Edge Technology
- Essendant
- Ingram Micro
- Ma Labs

- Micron
- Scansource

• Synnex

• Tech Data

• Stampede Global

Currently, Connection utilizes the following Shipping/Freight Carriers:

- UPS
- FedEx
- FedEx Freight
- Pitt Ohio
- US Postal Service
- Panther
- CEVA
- Pegasus
- XPO
- DBA
- MMS
- Clipper Ship
- Globaltranz
- TQL
- DS Freight

8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Pricing for the County of Fairfax / GovMVMT contract will be directly tied to a special pricing code (ASP) that will constantly and consistently apply the agreed upon contractual discounts to our published and publicly available online catalog via an online ordering portal site.

Discounted contract codes will be loaded onto the sites to ensure that when County of Fairfax / GovMVMT PPAs order a specific product, that they will receive the agreed upon contract pricing.

Once the user is logged into their web ordering page, the contract code will only allow the discounted product pricing to be applied and will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products. This method allows for complete transparency and may be audited at any time for accuracy by PPAs.

<u>The Process</u>: Account Specific Pricing codes (ASPs) are created in our internal order management systems and imported into our B2B sites. ASPs calculate the contract maximum sell price by use of the appropriate formula (list minus, etc.). ASPs feed sku's and pricing directly from our CRM system during the quoting process to ensure that only County of Fairfax / GovMVMT contract compliant products are available for quoting at contract compliant pricing. ASPs can be updated, as needed if contract pricing changes, or per customer needs.

<u>Pricing Commitment:</u> Connection is proposing static discounts from its standard Web Catalog List Price (WCLP). The pricing model is one that is fluid and adaptive to the market. Account-specific pricing will also automatically change for County of Fairfax / GovMVMT PPAs. This list price is available via our web site catalog (WCLP) located at <u>www.connection.com/ps</u>. We offer discounts by product category. Pricing will be dynamic and based on these publicly available list prices at the time of order. All the County of Fairfax / GovMVMT account-specific pricing will offer our sales team the flexibility to work with vendors and manufacturers to negotiate additional discounts when available.

County of Fairfax / GovMVMT-specific discount pricing can be viewed at <u>www.govconnection.com/GOVMVMT</u>. An account can be created under the "FIRST TIME USER" link or you may login under a previously created test account under "LOG IN" link using the following login information:

User: <u>govmvmt@pcc.ide</u> Password: Connection1

The offered discount will remain firm for the term of the contract. If a percentage discount causes the sell price to fall below our standard cost, the sell price shall be adjusted and honored at Connection's standard cost. Connection will not be required to sell below Connection's standard cost due to percent discount from list. In addition, there shall be no

Contract Fees/CAFs paid on purchases made at Connection's standard cost. Credit/Purchase Card purchases and purchases that are below Connection's Cost plus 3% are excluded from administrative fees/payments. Please note: Cost is defined as the "CNXN Public Sector Contract Cost I" which incorporates general, administrative, and acquisition costs related to the inventory of product including the warehousing and distribution of product.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

Connection's state-of-the-art Technology Integration and Distribution Center (TIDC) is in Wilmington, Ohio. This configuration / warehouse facility is a 300,000 square foot facility. The site offers configuration services, depot services, distribution services, warehousing, and is ISO 9001:2015 Certified. Connection's technicians can configure IT equipment to meet specific customer requirements. For additional information on the dependable and seamless distribution and fulfillment offered by Connection Public Sector Solutions' state-of-the-art TIDC, we hope you will enjoy the following video. https://vimeo.com/383306378/9ae0111ed7.









# Why the Right Connection Makes All the Difference

Built from the ground up to simplify your technology lifecyde, Connection's Technology Integration and Distribution Center (TIDC) offers everything you need to integrate technology into your organization seamlessly and affordably. Optimize your end-user experience with custom configuration services, convenient deployment options, and advanced inventory planning and rollout management-all backed by exceptional customer service and support.

## Facility Specifications

Wilmington, Ohio

Located in

#### Key Stats

- 1.4-million cartons
- 300,000 sq-ft facility
- · 200,000 sg-ft warehouse space
- 45,000 sq-ft state-ofart integration lab.
- ISO 9001:2015 certified configuration lab
- 20GB Fiber Optic line
- · 3,000+ unit-perday capacity
- 275 employées

- shipped per year 450,000 units
- configured per year
- On-time order fulfillment: >98% / 48 Hours Inventory accuracy
- of 99.99%

#### Select Services

- Configuration services
- Inventory management
- Asset management
- Remote management
- Depot services
- Location-in-a-box
- Value-added services ... and MUCH more.

Located in Wilmington, Ohlo Alr Park

Though not part of Connection directly, we work with nationwide distribution partner locations to supplement the efforts of our TIDC. These locations blanket the country and are distribution centers for partners such as, but not limited to, Synnex, Ingram Micro, Tech Data, and D&H.

Additionally, when required, products can be shipped directly from one of our over 1,600 manufacturer partners' warehouses.

10. Describe your ability to provide customized reports (i.e., commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

Connection is fully committed to customizable and robust reporting on behalf of our customers. We can offer several types of reporting; we will work to meet the reporting needs, both current and future, of each Participating Public Agency.

Examples of our reporting capabilities include:

**Contract Reporting:** We follow detailed ISO processes to ensure that we comply with all our contract requirements. Since receiving our ISO 9001:2015 certification, we have gone through annual recertification audits through SAI Global an International ISO Certification Registrar. Our Quality Management team conducts quarterly management reviews. In addition, Connection's internal audit team conducts periodic audits to ensure contract compliance. Contract compliance includes pricing and reporting as well as customer satisfaction reviews.

**eCommerce Site Reporting/B2B:** This Reporting can be generated by PPAs or Administrators of their eCommerce site, as well as by Connection's dedicated account managers. Connection can provide certain customized, customer-specific, reports based on User rights of your customized eCommerce solution site, that include:

- Order Tracking
- Proof of Purchase/Invoicing
- Purchase History
- Proof of Delivery
- Invoice History

Additional / Key Performance Indicator (KPI) Reporting: Over the years Connection has built out a robust reporting platform designed to increase the operational efficiencies of our customers. We want to help our customers make the best decisions possible by providing complete transparency.

Our promise – If we have the information, we'll be able to report on it for you. Your dedicated sales and operations team will be the direct line of contact for these types of reporting requests.

- 11. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.

Connection has the capabilities in place to support robust order management systems for County of Fairfax / GovMVMT. We offer secure, online, eCommerce solution sites that are customizable for each account. Connection, along with our B2B website, can help you streamline your IT purchasing. Our B2B website helps you standardize your purchasing practices, control unauthorized spending, reduce paperwork, and increase productivity. These sites offer an efficient procurement channel with benefits that include purchasing authorization control and reporting, among many others.

These sites will ensure that products and services that are not on contract, will not be sold. County of Fairfax / GovMVMT-specific pricing for County of Fairfax / GovMVMT-selected products will be loaded onto each site. Connection's Order Entry and Account

Management systems will accept a custom contract code that will not allow excluded products to be ordered on contract. Once the user is logged into their web ordering page, the contract code will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products.

Some of the features and benefits to County of Fairfax / GovMVMT include:

- Shop County of Fairfax / GovMVMT-priced, discounted products, over 460,000 technology items, or create a custom catalog of agency-approved products only.
- Account dashboard landing page can be customized with personalized messaging, logo, along with recommended and product standards for individual purchasers.
- Users research and shop product technology, pricing, specifications, system requirements and compatibility with our easy-to-use navigation tools.
- Create and save quotes. The quoting system allows users to request online quotes from the County of Fairfax / GovMVMT Account Team.
- Create personal quick-lists (favorites) for frequently purchased items.
- Check real time order status.
- Multiple level hierarchy of purchase authorization shopper, buyer, and management. Each level can have different permissions and authorizations.
- Users can transact orders independently with payment options of credit card and/or Purchase Order.
- Reporting capability based on User rights including Order Tracking, Proof of Purchase/Invoicing, Purchase History, Invoice.
- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

Connection integrates with many institutions' procurement systems and 3rd party systems, allowing us to provide seamless single sign on, offsite carts, quoting, automated electronic ordering and electronic invoicing. Connection has successfully integrated its e-procurement tools with these systems to our customers' complete satisfaction. We currently interface with such e-Procurement partners as Jaggaer, Ariba (including Ariba Punchout), Oracle Supplier Network, Oracle Exchange and iProcurement, Peoplesoft, SAP-SRM (including OCI Transactions), Coupa, Workday, 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.

#### D. Sales and Marketing

- 1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
  - Executive leadership endorsement and sponsorship of the award as the Supplier's goto-market strategy within the first 10 days.
     Larry Kirsch, President of Connection Public Sector Solutions, will endorse and sponsor the award as the Public Sector go-to market strategy within the first 10 days of award.
  - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMT team within the first 90 days. Connection acknowledges, understands, and agrees to comply.
- 2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
  - a. Creation and distribution of a co-branded press release to trade publications. Connection will professionally write and distribute a co-branded press release to trade publications within 90 days.
  - Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
     Connection will publish an Announcement, details of the Master Agreement, and contact information on our website within the first 90 days. A more accurate timeframe would be within two weeks of notification of award and execution of the contract / agreement.
  - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Connection commits to attend and participate at national, regional and provider-specific

Connection commits to attend and participate at national, regional and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement, alongside GovMVMT.

 d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
 Connection commits to attend, exhibit, and participate at the NIGP Annual Forum in the

Connection commits to attend, exhibit, and participate at the NIGP Annual Forum in the GovMVMT reserved area. Connection will present a professional booth with applicable technology demos, knowledgeable booth staff, and entertaining giveaways.

 e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
 Connection is experienced in producing print and digital advertising and will provide appropriate advertisements for publication in trade publications.

- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Connection is committed to promoting the GovMVMT Master Agreement throughout the term. Connection's marketing tema will work with the marketing contact at GovMVMT to build a relationship and work on promotion ideas and campaigns to strengthen the relationship and provide value. Connection will produce professional looking case studies, collateral pieces, presentations, emails, social media, and more to promote the Master Agreement.
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
  - GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.

Connection acknowledges, understands, and agrees to comply and provide the dedicated GovMVMT internet web-based homepage as defined above. A link from our home page will help direct customers to this page quickly. This page can be updated, or a new page created to include all the new documents supporting the Master Agreement which would include, but are not limited to:

- GovMVMT standard logo.
- Copy of original Request for Proposal.
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
- Summary of Products and pricing.
- Marketing Materials
- Electronic link to GovMVMT website including the online registration page.
- A dedicated toll-free number and email address for GovMVMT.

#### **Connection's Go-To-Market Strategy**

Our Go-To-Marketing strategy is broken out into four focus areas: Brand, Customer Engagement, Lead Generation, and Sales Enablement. In additional to a full education and government marketing team, we work in tandem with our healthcare teams to further support growth in these segments.

#### Brand Strategy

Our brand strategy includes traditional and digital advertising components for K-12, higher education, state and local government institutions and healthcare facilities. We participate in print advertising in well-known, industry related publications. We work with universities to provide custom collateral speaking to their students about Tech Kits developed with their needs in mind. On the digital spectrum we have our own internal email list for state and local government agencies, higher education, K-12, and healthcare and we understand the unique messages when speaking to these markets. Our social media presence is growing at a rapid rate due to our Social Media team. Their understanding of the nuances of social media and targeting capabilities have helped us

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deliver successful program results in the higher education market.

Our social media footprint includes LinkedIn, YouTube, Twitter, Instagram, Facebook, and Glassdoor. Digital marketing also includes external web campaigns with major media, including broad IT media partners like Spiceworks and IDG where we can get as granular as the specific segments and titles we are targeting. As a National Solutions Provider, our creative team produces collateral and solution guides to detail the 7 pillars we focus on (Converged Data Center, Cloud, Security, Mobility, Networking, Software and Lifecycle). Our corporate marketing team produces a blog with daily entries speaking to all areas of IT.

We have also recently launched a podcast that can be found on iTunes and other major networks.

#### Customer Engagement Strategy

Connection's Customer Engagement strategy includes attendance to a plethora of State, Local, K–12 and Higher Ed industry events and shows, including FETC, ISTE and Educause. Connection has participated in over 85, K–12 and Higher Education tradeshows and tabletop events in 2022 alone. Connection also holds virtual events for our customers, current and potential, with our manufacturer partners to provide the latest tech information and trends.

# The Lead Generation Strategy

Connection's lead generation strategy is comprised of the annual trade shows and events mentioned above. We reach out to attendees personally and via email after the show to continue to build the relationship. With our vendor partners we create custom assets such as white papers and case studies on IT topics that relate to K– 12 and Higher Education. These are then used on digital properties for the targeted education media partners such as District Administration, THE Journal, and eSchool News for K-12 and University Business, CampusTech, and eCampus News for Higher Education, to drive leads. The leads are called upon by our activation team and sent follow up lead nurture emails. Leads are also obtained from our own website with forms on pages for requests like demos and assessments.

#### Sales Enablement Strategy

Connection holds approximately 200 Lunch & Learns a year with training provided by our vendor partners across all our sales locations. Vendors also come in weekly to sit in a vendor cube where the sales team can approach them about specific opportunities. A hands-on product Showcase/speed training is held once a quarter for each sales location with anywhere from 12–16 vendors participating. Attendance at these trainings is mandatory for all Account Managers. Our field sales team meets once a quarter for a multi-day training event. We create many custom PDFs for accounts and Connection Public Sector Solutions brand vendor collateral for our sales team to use with their accounts.

## Technology, Digital Data, Social Media

Connection has a robust Marketing Technology Stack (MarTech Stack), which has improved further with recent investments, as well as a dedicated Digital Marketing team to manage our digital activities. The team is data-driven, focused on content quality and user engagement. Our company website, <u>www.connection.com/ps</u>, has performance monitoring in place along with web analytics to track user/customer engagement.

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Behavioral (struggle) analytics are also in place to provide insights into where users encounter issues, offering session videos, heat mapping, etc. The data from these analytics solutions help direct our UX Architects' efforts to improve our overall website structure and flow, and the data is used by the Digital team to track campaign performance and adjust as needed (i.e. adjust digital channel usage to drive more engaged visitors).

Connection uses an intent-based analytics solution (surge analytics) to track organizations' interests in technologies – the data is then used to direct our campaign messaging in our account-based marketing (ABM) activities.

The Digital Marketing team includes a Social Media team that utilizes a few technologies to assist with our social media activities in Facebook, LinkedIn, and Twitter, from a social media management platform to an internal employee advocacy/ communication solution.

The Digital team also uses marketing tools and solutions for paid search, display network, email, affiliate network, and retargeting campaigns/activities.

The disparate campaign elements, activities, and metrics are tied together with the web analytics solution, as well as with Marketing Automation – enabling the team to create and manage more in-depth and complex marketing campaigns. The recent addition of a Business Intelligence and Reporting solution further ties the Digital team's campaigns together, providing data sets to improve campaign performance, as well as offering comprehensive views of entire marketing channels.

## 90-Day Marketing and Sales Enablement Campaign Outline

Connection will participate in a variety of marketing programs to support an award of a contract by County of Fairfax and GovMVMT. Upon award and with coordination from County of Fairfax and GovMVMT, Connection will launch the following 90-day marketing and sales enablement campaign.

- Connection's nationwide sales force will be fully trained on the County of Fairfax and GovMVMT contract and will communicate details of the awarded contract, verbally, to all existing and new customers.
- Co-branded email to entire Connection's education and state and local agency list highlighting contract and special offers for members
- Co-branded press release within first 30-day of award
- Initial call campaign to Connection customers to let them know they can now purchase via County of Fairfax and GovMVMT contract. This will continue monthly with any new contract members.
- Listed on each individual state contract page on our website
- Social media campaign to announce award of contract
- Webinar with County of Fairfax and GovMVMT PPAs
- Custom co-branded contract collateral
- Attending industry conventions and tradeshows
- Promotions for members on County of Fairfax and GovMVMT homepage
- Dedicated onsite visits by our field teams, to existing Connection customers, for deeper account penetration.

- Dedicated County of Fairfax and GovMVMT contract landing page on the connection.com website. This page will include:
  - GovMVMT and County of Fairfax logo
  - A link to County of Fairfax and GovMVMT website
  - o Summary of contract and services offered.
  - Co-branded contract flyer
  - Featured products.
  - Due diligence documents including copy of solicitation, copy of contract and any amendments, marketing materials.

Please visit the social media sites below for examples of our messaging:

LinkedIn:	https://www.linkedin.com/company/connection-public sector
Facebook:	https://www.facebook.com/Connection4IT/
Twitter:	https://twitter.com/ConnectionIT
Instagram:	https://www.instagram.com/connectionit/
-	

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

By partnering with Connection, the transition of any existing Public Agency customers' accounts to the Master Agreement will be seamless, efficient, and done with ease.

New contract pricing will be integrated within the Connection-created e-Procurement County of Fairfax / GovMVMT site and will be available on Day One of the new contract, resulting in no downtime. At that point, Connection will reach out to members to discuss the new Master Agreement and their individual, dedicated eCommerce sites.

The following list is a sampling of Connection's methods/opportunities that will be utilized to transition accounts to the new Master Agreement resulting from this RFP:

- Set up strategy sessions with the County of Fairfax / GovMVMT field team;
- Targeted call campaigns for each state talking about the value of the County of Fairfax / GovMVMT contract;
- Participate in events with County of Fairfax / GovMVMT;
- Set up customized websites for e-Procurement and B2B customers;
- Provide marketing and information about County of Fairfax / GovMVMT for regional and national shows and summits;
- Create unsolicited proposals for acquisitions customers with County of Fairfax / GovMVMT;
- Educate and work with major and emerging technology manufacturers with County of Fairfax / GovMVMT PPAs;
- Create member specific agreements using the baseline of the Master Agreement;
- Create special bundles and vertical specific solutions under the Master Agreement
- Partner with other key GovMVMT contract holders to bring complete, dynamic offerings to PPAs;
- Support all GovMVMT regional summits as a top supplier;
- Work with GovMVMT executive team on development of an Amazon like Marketplace specific to Education and State and Local.

Communication of the awarded Master Agreement will be done verbally, with all existing and new customers, as well, in the following ways:

- Co-branded email to entire Connection's education and state and local agency list highlighting Master Agreement and special offers for PPAs
- Listed on contracts page linking to customized GovMVMT contract webpage
- Social media campaign to increase awareness of Master Agreement
- Webinar with GovMVMT PPAs
- Custom collateral

Connection's sales force is instrumental in informing customers of the benefits of this Master Agreement 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 Master Agreement can satisfy them. Connection will target certain manufacturers to create GovMVMT-specific solutions and pricing, allowing for acquisition savings for GovMVMT PPAs. 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.

Connection has decades of experience successfully supporting and promoting regional and national State and Local and Education (SLED) and Federal cooperative and consortium contracts. Please visit our website for a complete list of the contracts we hold: <u>www.connection.com/ps</u>.

Listed below is a sampling of Connection's cooperative and consortium contracts.

- Alabama Community College System: Joint Purchasing Agreement reseller for multiple manufacturers/contract #'s
- Buy Board Cooperative Purchasing, contract # 661-22
- CMAS, contract # 3-20-70-1725D
- COSTARS Hardware
- COSTARS Software, contract 006-E22-228
- E&I Computer Equipment & Related HW, SW, Services & Support, contact # CNR1483
- E&I Professional Services (IT Managed Integration Services and Staff Augmentation), contract # CNR-01350
- Equalis Region 10, contract # EQ-013120-01A
- Harris County DOE/Choice Partners, contract #17/031KN
- KPC: Kentucky Purchasing Coop/KEDC, contract # CLS 2017
- MD Educational Enterprise Consortium (MEEC), contract # UMD-972016
- MHEC Multimedia Equipment, contract # MC15-B11
- MHEC Software, contract # MC15-F04
- MHEC Technology, contract # MC13-F05
- MHEC, contract #MC01-F22
- MidwesternHEC HPE, contact # MHEC-12152020
- MISBO
- Mohave (ESC) Educational Services Cooperative, contract # 20F-CPSS2-1003
- Mountain States Health Alliance (MSHA)

- MS EPL reseller, contract # 3760
- NASPO Value Point Computer Equipment, Peripherals & Related Services reseller for multiple manufacturers/contract #'s
- NASPO Value Point Data Communications reseller for multiple manufacturers/contract #'s
- NASPO Value Point Cloud Solutions
- NASPO Value Point Copiers & Managed Print Services
- NCPA (National Cooperative Purchasing Alliance), contract # 01-44
- NEA (National Education Association)
- NERCOMP Adobe ETLA
- NYOGS AV Equipment reseller for multiple manufacturers/contract #'s
- NYOGS Umbrella reseller for multiple manufacturers/contract #'s
- OMNIA Partners/Region 4 ESC Technology Solutions, Products & Services, contract # R210402
- PEPPM (Pennsylvania Education Purchasing Program for Microcomputers), contract # 532462-004
- Premier Healthcare, contract # PP-IT-238
- Region VII ESC Audio Visual Equipment & Supplies, contract # AVS2223
- Region VII ESC Computer Hardware & Supplies, contract # CMPH2223
- Region VII ESC Mobile Communication Equipment & Supplies, contract # MOB2223
- Region VII ESC Network Systems & Supplies, contract # NET2223
- Region VII ESC Printing Supplies, contract # PRINT2223
- RISTE (Rhode Island Society of Technology Educators), contract # RFP2023-001-Hardware, Software, and Professional Services
- Sourcewell, contract # 081419
- State of Georgia, contract # 99999-SPD-SPD0000161-0006
- State of Massachusetts IT Hardware & Services, contract # ITC73
- State of Utah, contract # MA259
- Texas DIR reseller for multiple manufacturers/contract #'s
- TIPS Technology Solutions Products and Services, contract # 200105
- TIPS Xerox, contract # 210103
- University of Minnesota & Minnesota Piggyback, contract # U250.3
- Vizient, contract #IT-0033
- 4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well. Connection acknowledges, understands, and agrees to comply.
- 5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:
  - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public

#### Agency

- b. Pricing Equal to or better than Supplier's Best available government pricing
- c. No cost to participate

#### d. Non-exclusive

Connection acknowledges, understands, and agrees to comply.

- 6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - a. Key features of Master Agreement
  - b. Working knowledge of the solicitation process
  - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
  - d. Knowledge of benefits of the use of cooperative contracts

Connection agrees to aggressively promote the County of Fairfax / GovMVMT contract and to continuously provide enablement and best in class training to our Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers.

The following are some examples of the ongoing contract training that will be required by Connection:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite Manufacturer training sessions with each of the highlighted partners
- Dedicated Sharepoint Repository available for County of Fairfax / GovMVMT collateral and tutorial

Connection will work closely with County of Fairfax / GovMVMT team for strategy and account mapping. Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to Connection's entire education, healthcare and state and local agencies lists, highlighting contract and special offers for members
- Listed on contracts page linking to customized County of Fairfax / GovMVMTmember contract web pages
- Social media campaign to increase awareness of contract
- Google AdWords campaign to increase awareness of contract
- Webinar with County of Fairfax / GovMVMT members
- Custom collateral

Connection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and ensures 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 the PC Connection companies, we are still

small enough to quickly roll out information, terms, and pricing structures to our sales organization.

Our sales team will coordinate weekly conference calls, will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to update County of Fairfax / GovMVMT on its contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns.

Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If at any time County of Fairfax / GovMVMT needs us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

- 7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
  - a. Executive Support Robert Marconi, Vice President of SLED Sales 800-800-0019 ext. 33331 bob.marconi@connection.com
  - b. Sales Robert Bush, Sr. Dir. SLED Sales 800-800-0019 ext. 33059 <u>robert.bush@connection.com</u>
  - c. Sales Support Christine Hauptman, Director of Operations 800-800-0019 ext. 6208 christine.hauptman@connection.com
  - d. Marketing Autumn Terzopoulos, Marketing Manager 800-800-0019 ext. 77151 <u>autumn.terzopoulos@connection.com</u>
  - e. Financial Reporting Samantha Jarok, Contracts Specialist 800-800-0019 ext. 33913 samantha.jarok@connection.com
  - f. Accounts Payable Sue Levy, Manager Accounts Receivable Cash & Credit 800-800-0019 ext. 2228 credit.corporate@connection.com
  - g. Contracts
     Raymond McIlwain, Sr. Director Contracts & Compliance 301-610-0760

     <u>raymond.mcilwain@connection.com</u>

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team. Connection employs the industry's most tenured sales force. We build strong relationships with customers by providing them with primary and secondary points of contacts; these familiar voices appreciate the unique needs of public sector IT decision makers. Your dedicated Account Manager (AM) and Business Development Manager (BDM) work directly with a team of experts to help with the assessment, planning, design and implementation of your IT projects, daily transactional purchases and management of your applicable contract purchasing vehicles.

Our team services and provides coverage of the entire United States and is backed by the full support of the entire Connection executive team. We will ensure that your members will receive the resources to meet your needs.

Account Managers, Sales Managers, Sales Directors, and our Acquisition Sales team are our inside sales force, and report to Robert Marconi, Vice President SLED Sales. They work with manufacturers, and within Connection, as advocates on behalf of our customers, to reduce costs, increase service levels and are responsible for day-to-day orders, marketing, and sales initiatives.

Business Development Managers (BDMs) currently report to Steve Siebersma, Manager of Business Development. BDMs are our outside sales force. They provide sales, marketing, product demonstration and a field presence within their assigned community.

Vertical Alliance Managers report directly to Bob Marconi, Vice President SLED Sales and serve as an education strategist working with K-12, Higher Education, and State and Local institutions nationwide, to:

- Drive strategic initiatives.
- Provide strategic planning support for implementations of technology in the classroom for teaching and learning.
- Share experiences from other districts on how they are solving today's education challenges.
- Focus on ensuring that customers get the right solutions to fit THEIR specific needs.
- Carefully vet out solutions for our K-12/HIED catalog and focus only on solutions that have the potential to positively impact the student's outcome.

Executive Contact Information: Robert Marconi, Vice President SLED Sales 800-800-0019 ext. 33331 bob.marconi@connection.com

Robert Bush, Senior Director of SLED Sales 800-800-0019 ext. 33059 robert.bush@connection.com

9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

In addition to the methods outlined in the Marketing section above, we offer the following to assist in implementing, growing, and servicing the national program:

Connection utilizes many methods of keeping customers informed of new products, updates, etc. to implement, grow and service their national programs.

We continually evaluate information technology products and services, adding new products and services as they become available or in response to customer demand.

We have no ownership affiliation with any of these partners, and as such, we can recommend the most objective, effective, and cost- efficient solution, involving the most up-to-date technology, to the County of Fairfax / GovMVMT. These close relationships also allow us to supply technology road maps to customers for key products, when available.

The following is a partial listing of the methods we can employ to keep the County of Fairfax / GovMVMT informed of new products:

- Product Technology Road maps: These presentations will be provided in person (or by WebEx) by the manufacturer representative. Subject Matter Experts will deliver product road maps, new technology, emerging technology, updates, and answer questions about best practices.
- Product Demonstrations: Product demonstrations may be provided upon request by Connection and/or one of our OEM partners.
- Lunch & Learns: Connection can deliver a Catered Multi-Customer event where one or many vendor partners give presentations regarding current product and new technology.
- Speed Training or One-to-Many Events: Connection could deliver a set of vendor partners to detail new technology, new road maps, emerging technology, or new offerings in 10-15 minutes. The larger group of attendees is broken down into smaller groups and after the 10-15-minute window expires, each group moves to a new vendor partner. This gives each partner a quick opportunity to update guests and gives the guests the option to schedule more time with the vendors of choice.
- Vendor Fair: Connection can deliver a Vendor Fair where County of Fairfax / GovMVMT can decide on the attendee vendor partners and/or Connection will select the vendor partners. Connection is responsible for making all the arrangements between the venue, time, and vendor partners. This event usually is between 4-6 hours long. Here, vendor partners present at tables and attendees can select the booths they would like to visit. This gives the attendees the freedom to attend when their schedule allows.
- Onsite Visits: Connection's Business Development Managers will go onsite to understand upcoming projects. The BDMs will assist in selecting potential fits for the project and arrange for the partner vendors to bring in their subject matter experts to update and make recommendations on offerings that might fit the customer's need.
- Training: Connection will provide training on the use of your B2B website and

recommend best practices for customization and possible utilization of some of the best practices we have seen other customers utilize.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. By partnering with Connection, the transition to the new contract will be seamless. The new contract pricing will be integrated within the existing e-procurement site and available on Day One of the new contract, resulting in no downtime for County of Fairfax / GovMVMT.

During our partnership with County of Fairfax / GovMVMT, contract training will be required by the Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers. We commit to train and aggressively promote the County of Fairfax / GovMVMT contract.

The following are some examples of the ongoing County of Fairfax / GovMVMT contract training required by Connection Public Sector Solutions:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite manufacturer training sessions with each of the highlighted partners
- Dedicated Sharepoint Repository available for County of Fairfax / GovMVMT collateral and tutorial

Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to entire Connection's education and state and local agencies lists highlighting contract and special offers for PPAs
- Listed on contracts page linking to customized County of Fairfax / GovMVMT contract webpages
- Social media campaign to increase awareness of contract
- Webinar with County of Fairfax / GovMVMT PPAs
- Custom collateral
- 11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.
  - a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
  - b. If competitive conditions require pricing lower than the standard Master Agreement notto-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
  - c. Respond with pricing higher than Master Agreement online in the unlikely event that the

Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).

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

Connection would opt for selection a. above and will respond with Master Agreement pricing (Contract Sales reported to GovMVMT). Connection's strategy will be to educate both our inside and outside sales teams on the benefits of the County of Fairfax / GovMVMT contract. Once the education and training has been completed, our strategy will be twofold.

- 1) Connection will work with PPAs, prior to any RFP's being issued, in order to educate those public agencies about the value and benefits of the County of Fairfax / GovMVMT contract.
- 2) Additionally, should an RFP already be issued to a public agency, it is our intent to work with the GovMVMT team and submit a County of Fairfax / GovMVMT contract-based response.
- 12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$ <u>5,000,000.00</u> in year one \$<u>10,000,000.00</u> in year two \$<u>20,000,000.00</u> in year three

CONNECTION NOTE: There is no guaranteed RAF requirement on these sales goals.

#### E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

#### E-Rate Expertise

As a Category 2 Internal Connections Service Provider, Connection<sup>®</sup> Public Sector Solutions has been involved with many strategic projects for E-Rate applicants. Remote learning and networking infrastructure are becoming a must have in these changing times. Our E-Rate customers have relied on Connection to provide a complete turnkey solution around internal connections to include networking, wireless, cabling, implementation, and support.

We will assist each Participating Agency secure E-Rate funding after being selected as the Service Provider after a fair, open and competitive bid process. At Connection, we understand the compliance requirements of the E-Rate program and we abide by the rules. To our K-12 customers, we offer the expertise of our experienced E-Rate team to educate, assist and provide guidance to our customers while navigating E-Rate and understanding USAC rules.

In addition to the dozens of employees with E-Rate experience, we also engage with National E-Rate Consulting firms for advice, direction, and guidance. We will engage these resources to assist any Region 4 Participating Agency resolve any questions or issues that arise in the PIA review process or to assist during an appeal to secure the Funding

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Commitment.

Connection has more than 400 engineering, services, and technical staff to design, implement, and manage the most complex of networking designs. All our projects are managed by professional certified PMI Project Managers. We will conduct a project kick-off meeting with the Participating Agency prior to the implementation of the project. In addition, we will conduct weekly project review meetings to ensure that the project is on track and meeting the expectations of the Agency. We can support multiple manufacturers and software publishers, including Aruba, Cisco, Palo Alto, Meraki, and more. We can augment your IT staff or take complete control of the project from design to outsourced management of the networking platform.

Historically, we have done large-scale integration projects to include complex wireless network designs and implementations. We have designed multi-site Layer 2 and Layer 3 switching technologies. We have successfully done multi- site deployments that include structured CAT 5+ and CAT 6 cabling infrastructure, fiber backbone design, and implementation. Connection has also successfully partnered with 3rd party partners that can provide an extra layer of design and support like point-to-point wireless mesh technologies. In addition, we employ several Certified Security Engineers to help design safe, secure firewall implementations and remote access networks that will support your remote learning environments.

We don't just design, implement and deploy technology, we ensure that the Agency's Teachers are comfortable with the use of the technology. We have specialized resources that can assist every Agency with the use and integration into the Instructional Environment at the Agency. These resources will work with each Participating Agency to understand the scope of the learning engagement and customize a training schedule. Our goal would be to share best practices of instructional technology that we have rolled out across the country.

With over 20 years' experience in the E-Rate Program, Connection Public Sector Solutions is very well versed in the E-Rate Program, the tools, forms, process, and compliance. We are well positioned to make every Region 4 Participating Agency have a successful experience with the E-Rate Program and securing the Funding requested.

#### **Professional Development**

Connection is part of the exclusive Microsoft Global Training Partner program! We are a premier national solutions provider of IT products and services and are proud to be the first reseller authorized to offer Microsoft in Education Professional Development Services!

Connection's professional development services provide your educators with the Professional Development Training Courses needed to assist with integrating appropriate and meaningful tools, to increase the effectiveness of both teaching and learning.

Ability to perform – Connection can provide trainers with a proven ability to deliver successful engagements that drive ongoing and purposeful usage of Microsoft in Education applications with students, teachers, and district administrators. Trainers are former educators/school/district leaders and have the following Microsoft in Education certifications: Certified Microsoft Educators, Microsoft Advanced Educators, Microsoft Educator Master Trainers, MIEE (Microsoft Innovative Educator Experts), Former Microsoft Learning Consultants.

Advantages – Choosing Connection to provide professional development services has several advantages. Working with partners that already have an intimate, working knowledge of the K-12 environment will set your professional development projects up for success from the very beginning as time will not be wasted getting a new partner "up-to-speed". Connection and the subcontractors we use have previously supported a variety of professional learning opportunities, both independently and jointly. This proven history of effective collaboration will bring increased expertise and encourage unique and diverse perspectives in our approach to creative solutions. Connection is committed to continuous collaboration in preparation and delivery to ensure fidelity in the content and messaging shared during professional development engagements.

## **Vendor Recognition / Objective Solution Recommendations**

Connection has a history, of over 40 years of maintaining strong, long-standing manufacturer/vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 460,000 products from over 1,600 manufacturers. These established manufacturer relationships enable us to offer you deep pricing discounts.

One of the most important IT needs is to procure lasting products at high-cost savings. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can recommend the most objective, effective, and cost-efficient solutions for our customers.

A Sampling of Connection's recent awards and vendor recognition include:

- 2023–Top 100 Employer Award
- 2023–CRN MSP 500 Elite 150
- 2022–Fortune 1000 #855
- 2022–CRN Solution Provider 500
- 2022–CRN Tech Elite 250
- 2022–CRN MSP 500
- 2021–Veeam Growth Partner of the Year, North America
- 2021–Corporate Champion, Women's Forum of New York
- 2021–Named one of Forbes' Best-in-State Employers
- 2021–Fortune 1000 #817
- 2021–Aruba Federal Public Sector Partner of the Year
- 2020–NH National Guard and Reserve Pro Patria Award
- 2020–Named one of Forbes' Best-in-State Employers
- 2020–HP U.S. Personal Systems National Solution Provider of the Year Award
- 2020–Microsoft US Partner Award Other Surface PC
- 2019–Citrix Cloud Partner of the Year
- 2019–Cisco Marketing Velocity U.S. Innovator of the Year
- 2019–HPE Federal Value Server Partner of the Year
- 2019–Aruba Federal Growth Partner of the Year
- 2019–CRN Tech Elite 250

- 2019–CRN Solution Provider 500
- 2019–CRN Managed Service Provider 500
- 2019–Internet Retailer Top 500
- 2019–Fortune 1000 #820
- 2018–Citrix SMB Partner of the Year
- 2018–Cisco U.S. Marketing Innovator of the Year
- 2018–MSI Valued Channel Partner
- 2018–Honeywell Gold Partner of the Year
- 2018–CRN Tech Elite 250
- 2018–CRN Solution Provider 500
- 2018–Internet Retailer Top 500
- 2018–Fortune 1000 #746
- 2017–HPE NSP SLED Partner of the Year
- 2017–A2B Tracking Reseller Partnership
- 2017–Lenovo Platinum Data Center Partner
- 2017–CRN Tech Elite 250
- 2017–CRN Solution Provider 500
- 2017–Fortune 1000 #775
- 2017–Microsoft Excellence in Operations—Double Gold Level
- 2017–Vizient Innovative Technology Designation
- 2017–CHIME Foundation Partner Award
- 2017–ATEN Best Performance Award
- 2017–Red Hat Rising Star Partner of the Year Award
- 2017–Kaspersky Lab Large Account Reseller of the Year Award

# GovMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide [Insert Contract Name] (the "Contract") between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.

# ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("<u>Agreement</u>") is made as of (Insert Date), by and between GovMVMT ("<u>GovMVMT Purchasing Cooperative"</u>) and ("<u>Supplier</u>").

# **RECITALS**

WHEREAS, the ("<u>Lead Public Agency</u>") has entered into a certain Master Agreement dated as of (enter date), referenced as Agreement (No.#), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "<u>Master Agreement</u>") for the purchase of (the "<u>Products and Services</u>");

WHEREAS, the Master Agreement provides that any state, county, city, 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 agency or nonprofit organization (each a "<u>Public Agency</u>" and collectively, "<u>Public Agencies</u>") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT, in which case the Public Agency becomes a "<u>Participating Public Agency</u>";

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

WHEREAS, Lead Public Agency desires GovMVMT to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "GovMVMT Purchasing Cooperative" is a trade name licensed by IGSA

WHEREAS, GovMVMT and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT and Supplier hereby agree as follows:

# ARTICLE I

# **GENERAL TERMS AND CONDITIONS**

1.1. The Master Agreement, attached hereto as <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2. GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

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1.3. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4. GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.

1.5. With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency to approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency or a Participating Public Agency.

# ARTICLE II

# **TERM OF AGREEMENT**

2.1. This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.

## ARTICLE III REPRESENTATIONS AND COVENANTS

3.1. GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

- 3.2. GovMVMT Representations and Covenants.
  - (a) <u>Marketing</u>. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) <u>Training and Knowledge Management Support</u>. GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), GovMVMT shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMT shall also provide Supplier with access to GovMVMT' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3. <u>Supplier's Representations and Covenants</u>. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "<u>Supplier's Commitments</u>" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

# (a) **Executive Commitment**:

(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.

(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.

(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

## (b) Value Commitment:

(i) Supplier represents to GovMVMT that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) <u>Contracts Offering Lower Prices</u>. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

- A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) <u>Deviating Buying Patterns</u>. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique enduser preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) <u>Supplier's Options in Responding to a Third-Party Procurement Solicitation</u>. While it is the objective of GovMVMT to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) <u>Differentiator Commitment</u>. Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

(d) <u>Sales and Marketing Commitment</u>. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's (i) Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall insure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.

(iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on

a national, regional or local level and generally assist with the education of sales personnel.

(iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:

- A. A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
  - A. GovMVMT standard logo;
  - B. Copy of original procurement solicitation and all addenda;
  - C. Copy of Master Agreement including all amendments.
  - D. Summary of Products and Services pricing.
  - E. Electronic link to GovMVMT' online registration page;
  - F. Other promotional material as requested by GovMVMT.
  - G. A dedicated toll-free national hotline for inquiries regarding GovMVMT.
  - H. A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.

(v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

(vi) <u>Supplier's Performance Review</u>. Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "<u>Supplier Content</u>") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4. <u>Breach of Supplier's Representations and Covenants</u>. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.

3.5. <u>Indemnity</u>. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

# ARTICLE IV PRICING AUDITS

4.1. Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency 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. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVMT is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

# ARTICLE V FEES & REPORTING

5.1. <u>Administrative Fees</u>. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate purchases made during each calendar month (individually and collectively, "<u>Administrative Fees</u>"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to

#### GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

Administrative Fee Tiers\*

Annual Contract Spend Low	Annual Contract Spend High	Administrative Fee
<del>\$0</del>	<del>\$15,000,000</del>	<del>1.75%</del>
<del>\$15,000,001</del>	<del>\$25,000,000</del>	<del>1.5%</del>
<del>\$25,000,001</del>	<del>\$75,000,000</del>	<del>1.25%</del>
<del>\$75,000,001</del>	<del>&gt; \$75,000,001</del>	<del>1.00%</del>

\*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1<sup>st</sup> — December 31<sup>st</sup> of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

#### Remove in its entirety and replace with:

5.1. Administrative Fees. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one percent (1.00%) of aggregate purchases with the exception of Apple products, Chromebooks, Software, and Cloud Services which shall have an Administrative Fee of one-half a percent (0.5%) made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

5.2. <u>Sales Reports</u>. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by <u>Exhibit B</u>, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (<u>"Sales Report"</u>). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its future potential program sponsors and state associations.

5.3. <u>Exception Reporting/Sales Reports Audits</u>. GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report

#### RFP 2000003549 Attachment D EXHIBIT C

and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4. <u>Online Reporting</u>. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5. <u>Usage Reporting</u>. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (ví) GovMVMT Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6. <u>Supplier's Failure to Provide Reports or Pay Administrative Fees</u>. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI MISCELLANEOUS

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

- 6.2. Assignment.
  - (a) <u>Supplier</u>. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment

without such consent shall be void.

(b) <u>GovMVMT</u>. This Agreement and any rights or obligations hereunder may be assigned by GovMVMT in GovMVMT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMT's obligations hereunder.

6.3. <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMT may, by written notice delivered to Supplier, designate

any different address to which subsequent reports, notices or other communications shall be sent.

Supplier: GovConnection, Inc. dba Connection Public Sector Solutions 732 Milford Road	GovMVMT:	GovMVMT 7629 NW 143 <sup>rd</sup> St Alachua, FL 32615 Attn: Program Manager Administration
	Supplier:	
		Merrimack, NH 03054
		Attn: GovMVMT Program Manager

6.4. <u>Severability</u>. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5. <u>Waiver</u>. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7. <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8. <u>Governing Law; Arbitration</u>. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9. <u>Attorney's Fees</u>. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

IN WITNESS WHEREOF, GovMVMT has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By	/			

Name: David Kidd

Title: Program Manager

Supplier: GovConnection, Inc. dba Connection Public Sector Solutions

(Insert Supplier Name)

By

Name: Robert Marconi

Title: Vice President SLED Sales

# SAMPLE SALES REPORT TEMPLATE

ID No	Supp ID	Account No	Agency Name	Address	Address2	City	State	Zip	Year	Qtr	Month	Sales Amount
	L										ļ	

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#### EXHIBIT D

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<u>https://www.govmvmt.org/</u>).

#### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

**WHEREAS**, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

**WHEREAS**, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products and Services.
- 2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party's procurement practices.
- 3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
- 5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance

#### EXHIBIT D

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
- 7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- 9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
- 10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

## EXHIBIT E LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, <u>GovConnection, Inc.</u> has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Robert Marconi

(Printed Name)

Vice President SLED Sales

(Title)

March 28, 2023

(Date)

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#### EXHIBIT F

## FEDERAL CONTRACT TERMS AND CONDITIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.** 

A. Nondiscrimination – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d et seq.; 42 U.S.C.A. §

3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex,

disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.

- B. Recycled Products CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—CONTRACTOR agrees 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 of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. Debarment and Suspension. CONTRACTOR certifies, by execution of Exhibit F 1, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. Byrd Anti-Lobbying Amendment. CONTRACTOR certifies by execution of Exhibit F 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. Termination for Convenience. This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. Termination for Cause
  - 1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor <sup>34</sup>violates any of the covenants, agreements, or

stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

- 2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- H. Prohibition on certain telecommunications and video surveillance services or equipment. CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- I. Equal Employment Opportunity During the performance of this contract, CONTRACTOR agrees as follows:
  - CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

## J. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).

1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146– 3148) a s supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR must 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. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.

- 2. CONTRACTOR must comply 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"). CONTRACTOR is 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.
- K. Contract Work Hours and Safety Standards Act. CONTRACTOR agrees to comply 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. Specifically, CONTRACTOR must 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. This clause does 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.

## L. Program Fraud, False or Fraudulent Statements, and Related Acts

- 1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### M. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

#### N. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of

persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- 2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress.
  - b. An Inspector General.
  - c. The Government Accountability Office.
  - d. A Treasury employee responsible for contract or grant oversight or management.
  - e. An authorized official of the Department of Justice or other law enforcement agency.
  - f. A court or grand jury; and/or
  - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

## EXHIBIT F – 1 (Debarment and Suspension) FEDERAL CONTRACT TERMS AND CONDITIONS

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

- 1. The Contractor certifies, to the best of its knowledge and belief:
  - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
  - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of	
Representative:	Robert Marconi
	AL D
Signature/Date:	GovConnection, Incoba
Company Name:	Connection Public Sector Solutions
Address:	732 Milford Road

## EXHIBIT F – 1 (Debarment and Suspension) FEDERAL CONTRACT TERMS AND CONDITIONS

City/State/Zip: Merrimack, NH 03054

DUNS No: 80-967-8782

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

#### 31 U.S.C. 1352 et seq.

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.)
- 3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

## EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Printed Name of	
Representative:	Robert Marconi, VP SLED Sales
Signature/Date:	BA hung 3/28/2023
	GovConnection, Inc. dba
Company Name:	Connection Public Sector Solutions
Address:	732 Milford Road
City/State/Zip:	Merrimack, NH 03054
DUNS No:	80-967-8782

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

#### Definitions

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**Federal Emergency Management Agency (FEMA)**: FEMA's statutory mission is to reduce the loss of life and property and protect the Nation form all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

#### 2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

#### 1. <u>Remedies</u>

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

#### 2. <u>Termination for Cause and Convenience</u>

When FEMA funds are used, Participating Public Agency reserves the right to 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 Contractor or for convenience.

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

#### 3. Equal Employment Opportunity

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). The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor,

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received form such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Back Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

#### 5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland "Anti-Kickback" Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As with the Davis-Bacon

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Act, this provision only applies to certain FEMA gran and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) Withholding for unpaid wages and liquidated damages. The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federallyassisted Contract subject to the Contract Work Hours and Safety Standards Act, which is

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).

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

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- 7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA's Public Assistance (PA) **Program and does not apply to all FEMA grant and cooperative agreement programs.** The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

*Funding Agreements:* The regulation at 37 CFR § 401.2 defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

#### 8. <u>Clean Air Act and Federal Water Pollution Control Act</u> This contract provision applies for all procurements over \$150,000.

#### "Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### "Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### 9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disgualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of face relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

#### 10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

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

GovConnection, Inc. dba The Contractor, <u>Connection Public Sector Solutions</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Signature of Contractor Authorized Official

Robert Marconi, Vice President SLED Sales Name and Title of Contractor's Authorized Official

March 28, 2023 Date

## 11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

 Prohibition on Contracting for Covered Telecommunications Equipment or Services Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### (c) Exceptions.

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

## EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting Requirements.
  - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day form the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; ad any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
    - (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### 13. Domestic Preferences for Procurements

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

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

#### For the purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

#### 16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. <u>Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of</u> <u>Federal Funding</u>

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

#### 19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

#### 20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The necessary steps are as follows:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

## FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### 21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or date for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract but not first produced in the performance of this Contract but not first produced in the performance of this Contract but not first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

# Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Company Name: <u>GovConnection, Inc. dba Connection Public Sector Solutions</u>

Address, City, State, Zip Code: 732 Milford Road, Merrimack, NH 03054

Phone: 800-800-0019

Fax: <u>603-683-1104</u>

Printed Name of Authorized Signer: Robert Marconi

Email address of Authorized	d Signer bob.marconi@connection.com	

Signature of Authorized Signer:

Date: <u>March 28, 2023</u>

## EXHIBIT H NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
✓	Attachment 1	Ownership Disclosure Form
✓	Attachment 2	Non-Collusion Affidavit
$\checkmark$	Attachment 3	Affirmative Action Affidavit
✓	Attachment 4	Political Contribution Disclosure Form
✓	Attachment 5	Stockholder Disclosure Certification
$\checkmark$	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
✓	Attachment 7	New Jersey Business Registration Certification

## Checklist of Documents Required

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

- (1) 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;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

X

| |

## EXHIBIT H ATTACHMENT 1

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

Pursuant to the requirements of P.L. 1999, c.440, the Supplier 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. d/b/a Connection Public Sector Solutions		
Address:	732 Milford Rd. Merrimack, NH 03054		
<ol> <li>The Company is a necessary.</li> </ol>	Sole Proprietor; and therefore, no disclosure is	Yes	No X
A sole proprietor is a person who owns an unincorporated business by him/herself. A limited liability company with a single member is not a Sole Proprietor.			

2. The Company is a Corporation, Partnership, or Limited Liability Company.

If you answered **YES** to Question 2, you must disclose the following: (**a**) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (**b**) all individual partners in the partnership who own a 10% or greater interest therein; or, (**c**) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

# If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address			Inte	erest
PC Connection, Inc.	d/b/a Connection Busines	s Solutions	730 Milford F	Rd. Merrimack, NH 03	3054 100%
GovConnection, Inc.	d/b/a Connection Public S	Sector Solution	ons is a whol	ly owned subsidiary o	of
PC Connection, Inc.	d/b/a Connection Busines	s Solutions.			

3.	For each of the corporations, partnerships, or limited liability companies
	identified above, are there any individuals, partners, members, stockholders,
	corporations, partnerships, or limited liability companies owning a 10% or
	greater interest of those listed business entities?

# If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Yes

No X

Name	Address	Interest

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

## NON-COLLUSION AFFIDAVIT N.J.S.A. 52:34-15

State of New Hampshire County of <u>Hillsborough</u>

SS:

l,	Robert Marconi		residing in
Merrima	ick		(name of affiant)
(name of municipality) in the County of	Hillsborough	and State of	New Hampshire of
		my oath depose and sa	
Tull age, being duly 3w			onnection, Inc. d/b/a
lam	VP of SLED Sales		ection Public Sector Solutions
	(title or position)	<u></u>	(name of firm)
GovConnection, Inc. d/b	a Connection Public		· · · · · ·
Sector Solutions		_ the bidder making this	Proposal for the bid
	9 for Technology Products,		
entitled Services and So		, and that I executed the	said proposal with
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County of Fairfax, VA			contained in said Proposal
(name of contra			•
and in the statements	contained in this affidav	it in awarding the contra	ct for the said project.
secure such contract brokerage, or continge	upon an agreement o ent fee, except bona fid	or understanding for a	ed or retained to solicit or commission, percentage, le established commercial Public Sector Solutions
Subscribed and sworn	( )		
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before me this day	_	(DAA MILLY	· · · · · · · · · · · · · · · · · · ·
		Signature	
Marah 20	000	Robert Marconi, VP of	SI ED Salas
<u>March 30,</u> , 2	<u>. 023</u> (Type or		
(Darma)	nello (Type or		ler signature)
Notary public o New I	Hampshire	WINNEY A ARAMIN	
,		NUMBER OF STREET	
My Commission expire	es June 5, 2024	COMMISSION	
		JUNE 5, 2024	
(Seal)		print name of affiant unc	
		HAMPSHimm	

#### AFFIRMATIVE ACTION AFFIDAVIT P.L. 1975, c.127

Company Name: GovConnection, Inc. d/b/a Connection Public Sector Solutions

Address: 732 Milford Rd. Merrimack, NH 03054

**Proposal Certification**: Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if 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 Documentation:**

The Supplier shall submit with its proposal, **<u>ONE</u>** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report -Attached on the following page
- (3) Employee Information Report Form AA302

#### Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan certificate is enclosed.

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

Authorized Signature

Robert Marconi *Printed Name* 

VP of SLED Sales

March 30, 2023 Date

> MANDATORY AFFIRMATIVE ACTION LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

Certification 37806

## 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-2020 to 15-DEC-2023

GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC 732 MILFORD ROAD MERRIMACK NH 03054

Slarpe M.

ELIZABETH MAHER MUOIO State Treasurer

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## State of New Jersey

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY CONTRACT COMPLIANCE & AUDIT UNIT EEO MONIFORING PROGRAM 33 WEST STATE STREET P. O. BOX 206 TRENTON, NEW JERSEY 08625-0206 ELIZABETH MAHER MUOIO State Treasurer

MAURICE A. GRIFFIN Acting Director

#### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER Lt. Governor

### GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Signature of Procurement Agent Robert Marconi, VP of 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 <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<u>http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (<u>N.J.S.A.</u> 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 <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at A sample Certification http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html) 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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:
  - o of the public entity awarding the contract
  - o 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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.** 

\* <u>N.J.S.A.</u> 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.

Vendor Name: GovConnection, Inc. d/b/a Connection Public Sector Solutions				tion Public Sector Solutions
Addres	s: 732	Milford Rd.		
City:	Merrim	ack	State: NH	Zip: 03054

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

	Part II – Contribution Disclos	sure
Signature	Printed Name	Title
Robert Marconi		VP 0I SLED Sales
Dobort Maraani		VP of SLED Sales

Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 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 <u>the</u> <u>Pay to Play section</u> OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: GovConnection, Inc. d/b/a Connection Public Sector Solutions

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:

# Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

	Stockholders: PC Connection, Inc	. d/b/a Connection			
Name:	Business Solutions		Name:		
Home	Address:	730 Milford Rd.	Home	Address:	 
	Merrimack, NH	1 03054			
Name:			Name: _		
Home	Address:		Home	Address:	 

GovConnection, Inc. d/b/a Connection Public Sector Solutions is a wholly owned subsidiary of PC Connection, Inc. d/b/a Connection Business Solutions.

Subscribed and sworn before me this <u>30th</u> day of March , 2023

(Notary Public)

My Commission expires. June 5, 2024



(Attiant)

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

(Corporate Seal)

#### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

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

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf

Suppliers should submit the above completed form as part of their proposal.



#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

#### **BID SOLICITATION # AND TITLE:**

#### VENDOR NAME:

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

#### CHECK THE APPROPRIATE BOX

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

#### OR

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

Entity Engaged in Investment Activities Relationship to Vendor/ Bidder	
Description of Activities	
Duration of Engagement	
Anticipated Cessation Date	
*Attach Additional Sheets If Necessary.	

#### **CERTIFICATION**

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

3/30/2023

Date

Signature

Print Name and Title

DPP Rev. 12.13.2021

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

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

<u>State of NJ - Department of the Treasury - Division of Revenue Business Registration</u> Certificate



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOVCONNECTION, INC.
Trade Name:	
Address:	730 MILFORD RD MERRIMACK, NH 03054
Certificate Number:	1005516
Effective Date:	August 01, 2003
Date of Issuance:	March 28, 2023
For Office Use Only: 20230328174716439	

https://www1.state.nj.us/TYTR\_BRC/servlet/common/BRCLogin

## EXHIBIT I STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVMT and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <a href="http://www.usa.gov/state-tribal-governments">http://www.usa.gov/state-tribal-governments</a>.

Certain Public Agencies and Political Subdivisions:

TOWNS. VILLAGES CITIES. BOROUGHS INCLUDING BUT NOT LIMITED TO: BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR CITY OF GRESHAM. OR CITY OF HILLSBORO, OR CITY OF INDEPENDENCE, OR CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE. LA CITY OF MOSIER, OR

CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE. OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON. UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT

BIG WATER. UT BLANDING, UT BLUFFDALE, UT BOULDER, UT CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON UT CITY. CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY. UT CITY OF CEDAR CITY, UT CEDAR FORT, UT CITY OF CEDAR HILLS, UT CENTERFIELD. UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT UT CHARLESTON, CIRCLEVILLE, UT CLARKSTON, UT CLAWSON. UT CLEARFIELD, UT CLEVELAND, UT CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT COTTONWOOD HEIGHTS, UT DANIEL, UT UT DELTA. UT DEWEYVILLE. DRAPER CITY. UT DUCHESNE, UT EAGLE MOUNTAIN. UT EAST CARBON. UT ELK RIDGE, UT UT ELMO, ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT EUREKA. UT FAIRFIELD. UT UT FAIRVIEW,

FARMINGTON, UT

WEST, FARR UT FAYETTE, UT FERRON, UT FIELDING. UT FILLMORE. UT FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT UT GARLAND, UT GENOLA. GLENDALE, UT GLENWOOD, UT GOSHEN. UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE. UT HATCH, UT HEBER CITY CORPORATION, UT HELPER, UT HENEFER, UT UT HENRIEVILLE, UT HERRIMAN, HIDEOUT, UT UT HIGHLAND, HILDALE. UT UT HINCKLEY. HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT UT HOWELL. HUNTINGTON, UT HUNTSVILLE, UT CITY OF HURRICANE, UT HYDE PARK, UT UT HYRUM, INDEPENDENCE, UT IVINS. UT JOSEPH. UT JUNCTION. UT UT KAMAS, KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT

UT KINGSTON. KOOSHAREM, UT LAKETOWN, UT LA UT VERKIN, LAYTON. UT LEAMINGTON, UT LEEDS, UT LEHI CITY CORPORATION, UT LEVAN, UT LEWISTON, UT UT LINDON. LOA, UT LOGAN CITY, UT LYMAN. UT LYNNDYL. UT UT MANILA. UT MANTI, MANTUA, UT MAPLETON, UT MARRIOTT-SLATERVILLE, UT MARYSVALE. UT MAYFIELD, UT MEADOW, UT MENDON, UT MIDVALE CITY INC., UT MIDWAY, UT UT MILFORD, MILLVILLE, UT MINERSVILLE, UT MOAB, UT MONA. UT MONROE, UT CITY OF MONTICELLO, UT MORGAN, UT MORONI. UT MOUNT PLEASANT, UT MURRAY CITY CORPORATION, UT MYTON, UT NAPLES, UT NEPHI, UT NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN. UT NORTH OGDEN. UT NORTH SALT LAKE CITY, UT OAK CITY, UT OAKLEY, UT

OGDEN CITY CORPORATION, UT OPHIR, UT UT ORANGEVILLE. UT ORDERVILLE. OREM. UT PANGUITCH, UT UT PARADISE, PARAGONAH, UT CITY, PARK UT UT PAROWAN. PAYSON. UT PERRY, UT PLAIN CITY, UT PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH. UT REDMOND. UT RICHFIELD. UT UT RICHMOND. RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE. UT ROCKY RIDGE, UT ROOSEVELT CITY CORPORATION, UT ROY, UT RUSH VALLEY, UT CITY OF ST. GEORGE, UT SALEM. UT SALINA, UT SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA. UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT SCOFIELD, UT SIGURD. UT SMITHFIELD. UT SNOWVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT

WEBER. UT SOUTH SPANISH FORK. UT SPRING CITY. UT SPRINGDALE, UT SPRINGVILLE, UT UT STERLING, UT STOCKTON, SUNNYSIDE, UT SUNSET CORP, UT CITY SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY. UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT UT VERNON. VINEYARD, UT VIRGIN, UT WALES, WALLSBURG, UT UT WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN. UT WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

#### COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA ASCENSION PARISH, LA, CLEAR OF COURT CADDO PARISH, LA CALCASIEU PARISH, LA CALCASIEU PARISH SHERIFF'S

OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR CLACKAMAS COUNTY DEPT OF TRANSPORTATION. OR CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR COOS **HIGHWAY** COUNTY DEPARTMENT, OR COUNTY OF HAWAII, OR CROOK COUNTY. OR CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY. OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY. OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION LAFOURCHE PARISH. LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY. OR LINCOLN COUNTY, OR LINN COUNTY, OR LIVINGSTON PARISH. LA MALHEUR COUNTY. OR MAUI COUNTY, HI MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH. LA SAINT CHARLES PARISH, LA SAINT **CHARLES** PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY. OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, TILLAMOOK OR COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY. OR WALLOWA COUNTY. WASCO OR COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN. UT COUNTY OF UT DAVIS, OF COUNTY SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH. UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, COUNTY OF UT UT COUNTY OF CARBON. SANPETE, UT COUNTY OF UT COUNTY OF JUAB, MILLARD. UT COUNTY OF SEVIER, UT

COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

AGENCIES OTHER INCLUDING ASSOCIATIONS, BOARDS. DISTRICTS. COMMISSIONS. COUNCILS. PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO: ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT. OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR ROGUE DISTRICT APPLE COMPANY, IMPROVEMENT OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT. OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR BADGER IMPROVEMENT DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BAKER VALLEY S.W.C.D., OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER DISTRICT, CONTROL OR BANDON R.F.P.D., OR FIRE DISTRICT, BANKS OR BANKS FIRE DISTRICT #13, OR BAR L RANCH ROAD DISTRICT. OR WATER IMPROVEMENT BARLOW DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR BEAVER WATER DISTRICT, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT BENTON S.W.C.D., OR BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR **BIENVILLE PARISH FIRE PROTECTION** 

**DISTRICT 6, LA** BIG BEND IRRIGATION DISTRICT, OR BIGGS SERVICE DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES. OR BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR **BLUE RIVER PARK & RECREATION** DISTRICT, OR BLUE RIVER WATER DISTRICT, OR BLY R.F.P.D., OR BLY VECTOR CONTROL DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR BONANZA **BIG SPRINGS PARK & RECREATION** DISTRICT. OR BONANZA PARK MEMORIAL CEMETERY DISTRICT, OR BONANZA R.F.P.D., OR BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR BORING WATER DISTRICT #24, OR BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR BRIDGE R.F.P.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR BROWNSVILLE R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR BUNKER HILL SANITARY DISTRICT, OR BURLINGTON WATER DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR

CAMAS VALLEY R.F.P.D., OR CAMELLIA PARK SANITARY DISTRICT, OR CAMMANN ROAD DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR CANBY AREA TRANSIT, OR CANBY R.F.P.D. #62, OR CANBY UTILITY BOARD, OR CANNON BEACH R.F.P.D., OR CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR CAPE FERRELO R.F.P.D., OR CAPE FOULWEATHER SANITARY DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT. OR CARMEL BEACH WATER DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT. OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR CENTRAL CASCADES FIRE AND EMS, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP., LA CENTRAL LINCOLN P.U.D., OR CENTRAL **OREGON COAST FIRE & RESCUE** DISTRICT, OR CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CENTRAL OREGON IRRIGATION DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT. OR CHARLESTON FIRE DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT R.F.P.D., CHEMULT OR

CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR CHETCO COMMUNITY PUBLIC DISTRICT, LIBRARY OR CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY. OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR CLATSKANIE LIBRARY DISTRICT. OR CLATSKANIE P.U.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CLATSKANIE R.F.P.D., OR CLATSOP CARE CENTER HEALTH DISTRICT, OR CLATSOP COUNTY S.W.C.D., OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR CLEAN WATER SERVICES CLEAN WATER SERVICES, OR CLOVERDALE R.F.P.D., OR CLOVERDALE SANITARY DISTRICT, OR CLOVERDALE WATER DISTRICT. OR COALEDO DRAINAGE DISTRICT. OR COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR COLTON R.F.P.D., OR COLTON WATER DISTRICT #11, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR COLUMBIA DRAINAGE VECTOR CONTROL, OR COLUMBIA IMPROVEMENT DISTRICT, OR COLUMBIA R.F.P.D., OR COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT. OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR COOS FOREST PROTECTIVE ASSOCIATION COOS S.W.C.D., OR COQUILLE R.F.P.D., OR COQUILLE VALLEY HOSPITAL DISTRICT, OR CORBETT WATER DISTRICT, OR CORNELIUS R.F.P.D., OR CORP RANCH ROAD WATER IMPROVEMENT, OR CORVALLIS R.F.P.D., OR COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR COUNTRY CLUB WATER DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR SUPPLY AND CRESCENT WATER IMPROVEMENT DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR CROOK COUNTY PARKS & OR RECREATION DISTRICT, CROOK COUNTY S.W.C.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT. OR CROOKED RIVER RANCH R.F.P.D., OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR CRYSTAL SPRINGS WATER DISTRICT, OR CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT. OR CURRY COUNTY S.W.C.D., OR CURRY HEALTH DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR DAYTON FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR DEER DRAINAGE IMPROVEMENT ISLAND COMPANY, OR DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR DEPOE BAY R.F.P.D., OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT. OR DESCHUTES S.W.C.D.. OR DESCHUTES VALLEY WATER DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR DEXTER R.F.P.D., OR DEXTER SANITARY DISTRICT, OR DORA-SITKUM R.F.P.D., OR DOUGLAS COUNTY FIRE DISTRICT #2, OR DOUGLAS S.W.C.D., OR DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR DUFUR RECREATION DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY. OR DUNDEE R.F.P.D., OR COMMUNITY DURKEE BUILDING PRESERVATION DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR EAGLE VALLEY R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR EAST FORK IRRIGATION DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR EAST SALEM SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR ELGIN COMMUNITY PARKS & **RECREATION DISTRICT, OR** ELGIN HEALTH DISTRICT, OR ELGIN R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR ELKTON R.F.P.D., OR EMERALD P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, OR ESTACADA R.F.P.D. #69. OR EUGENE R.F.P.D. # 1. OR EUGENE WATER AND ELECTRIC

BOARD EVANS VALLEY FIRE DISTRICT #6, OR FAIR OAKS R.F.P.D., OR FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR FALCON-COVE BEACH WATER DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT. OR FARGO INTERCHANGE SERVICE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR FERN VALLEY **ESTATES** IMPROVEMENT DISTRICT, OR FOR FAR ROAD DISTRICT, OR FOREST GROVE R.F.P.D., OR FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR R.F.P.D., GATES OR GEARHART R.F.P.D., OR GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR GLENDALE R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR GLENWOOD WATER DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT. OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR GREATER BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS PARK & RECREATION DISTRICT. OR TOLEDO POOL GREATER RECREATION DISTRICT. OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN SANITARY DISTRICT, OR GREENACRES R.F.P.D.. OR **GREENBERRY IRRIGATION DISTRICT. OR** GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR HARBOR R.F.P.D., OR HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR HARNEY COUNTY HEALTH DISTRICT, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR HEBO JOINT WATER-SANITARY

AUTHORITY, OR HECETA WATER P.U.D., OR HELIX CEMETERY MAINTENANCE DISTRICT #4. OR HELIX PARK & RECREATION DISTRICT, OR HELIX R.F.P.D. #7-411, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR HEPPNER R.F.P.D., OR HEPPNER WATER CONTROL DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR HERMISTON **IRRIGATION DISTRICT, OR** HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR **HIGH DESERT PARK & RECREATION** DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR HOOD RIVER S.W.C.D., OR PARKS HOOD RIVER VALLEY & RECREATION DISTRICT, OR HOODLAND FIRE DISTRICT #74 HOODLAND FIRE DISTRICT #74, OR HORSEFLY IRRIGATION DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND HUBBARD R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT. OR ILLINOIS VALLEY FIRE DISTRICT ILLINOIS VALLEY R.F.P.D., OR

ILLINOIS VALLEY S.W.C.D., OR IMBLER R.F.P.D., OR INTERLACHEN WATER P.U.D., OR IONE LIBRARY DISTRICT, OR IONE R.F.P.D. #6-604, OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR **IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION** DISTRICT, OR IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT. OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR JACKSON COUNTY LIBRARY DISTRICT. OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR JEFFERSON COUNTY EMERGENCY SERVICE MEDICAL DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR JEFFERSON PARK & RECREATION DISTRICT. OR JEFFERSON R.F.P.D., OR JOB'S DRAINAGE DISTRICT, OR JOHN DAY WATER DISTRICT, OR JOHN DAY-**CANYON CITY PARKS & RECREATION** DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT. OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR JUNCTION CITY R.F.P.D., OR JUNCTION CITY WATER CONTROL DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT. OR JUNIPER CANYON WATER CONTROL DISTRICT. OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR JUNIPER FLAT R.F.P.D., OR JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR KEATING R.F.P.D., OR KEATING S.W.C.D., OR KEIZER R.F.P.D., OR KELLOGG RURAL FIRE DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR KERBY WATER DISTRICT, OR K-GB-LB WATER DISTRICT, OR KILCHIS WATER DISTRICT, OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT. OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4. OR KLAMATH COUNTY FIRE DISTRICT #5, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR KLAMATH COUNTY PREDATORY

DISTRICT, ANIMAL CONTROL OR KLAMATH DRAINAGE DISTRICT, OR KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT. OR **KNAPPA-SVENSEN-BURNSIDE** R.F.P.D., OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR LA GRANDE R.F.P.D., OR LA PINE PARK & RECREATION DISTRICT, OR LA PINE R.F.P.D., OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT -**DHH-OPH REGION 3** LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR R.F.P.D. #4. LAKESIDE OR LAKESIDE WATER DISTRICT, OR LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE AUTHORITY, OR LANE LIBRARY DISTRICT, OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT. OR LANGLOIS PUBLIC LIBRARY, OR LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN S.W.C.D., OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR LINN S.W.C.D., OR LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL DISTRICT. OR LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT. OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT. OR LOWER POWDER RIVER IRRIGATION DISTRICT. OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT. OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT. OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY. OR MALHEUR DRAINAGE DISTRICT, OR HEALTH MALHEUR MEMORIAL DISTRICT, OR COMMUNITY MALIN CEMETERY MAINTENANCE DISTRICT, OR MALIN **COMMUNITY PARK & RECREATION** DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE DISTRICT. OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT. OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT. OR MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR PALISADES MCKENZIE WATER SUPPLY CORPORATION, OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2. OR MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT. OR MERRILL R.F.P.D., OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS **EXPOSITION** METROPOLITAN RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE. OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT. OR MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT. OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR S.W.C.D.. MORROW OR MOSIER FIRE DISTRICT. OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT. OR MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR MT. LAKI CEMETERY DISTRICT. OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT. OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT. OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY

DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9. OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT. OR NORTH COUNTY RECREATION DISTRICT. OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT. OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D. OR NORTH UNIT IRRIGATION DISTRICT. OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT. OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR NYSSA ROAD ASSESSMENT DISTRICT

#2. OR NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR OAK LODGE WATER SERVICES, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT. OR OCHOCO WEST WATER AND SANITARY AUTHORITY, OR ODELL SANITARY DISTRICT. OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR **OLNEY-WALLUSKI FIRE & RESCUE** DISTRICT, OR ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON INTERNATIONAL PORT OF COOS BAY, OR OREGON LEGISLATIVE ADMINISTRATION OREGON OUTBACK R.F.P.D., OR OREGON POINT, OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT. OR OWW UNIT #2 SANITARY DISTRICT, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT. OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR CREEK WATER PALMER DISTRICT **IMPROVEMENT** COMPANY. OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT. OR

PANTHER CREEK WATER DISTRICT,

OR

PARKDALE R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1. OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR CEMETERY PISTOL RIVER MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT. OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND **IRRIGATION DISTRICT, OR POE** VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT. OR PONDEROSA PINES EAST SPECIAL

ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF **BRANDON, OR** PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM. OR PORT OF NEWPORT, OR PORT OF PORT OR PORT ORFORD. OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES. OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY. OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY. OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT. OR IMPROVEMENT RIMROCK WEST DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT. OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR **RIVER ROAD PARK & RECREATION** DISTRICT, OR RIVER ROAD WATER DISTRICT. OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406. OR RIVERSIDE WATER DISTRICT. OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES,

OR ROGUE VALLEY SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT. OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM R.F.P.D., OR SALISHAN SUBURBAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER **IMPROVEMENT** DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT. OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE COMPANY. IMPROVEMENT OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT. OR SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT. OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT. OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT. OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT. OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR VIEW SKYLINE DISTRICT IMPROVEMENT COMPANY, OR SLEEPY HOLLOW WATER DISTRICT. OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR SOUTH **GILLIAM COUNTY CEMETERY** 

DISTRICT. OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301. OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE. OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT. OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT. OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT. OR SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR SPRING RIVER SPECIAL ROAD DISTRICT. OR SPRINGFIELD UTILITY BOARD, OR ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6. OR STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR STAYTON FIRE DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR CREEK SUCCOR DISTRICT IMPROVEMENT COMPANY, OR SUMMER LAKE IRRIGATION DISTRICT, OR

SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR WATER AUTHORITY. SUNRISE OR SERVICE OR SUNRIVER DISTRICT. SUNSET EMPIRE PARK & RECREATION DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SURFLAND ROAD DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT. OR SUTHERLIN WATER CONTROL DISTRICT. OR SWALLEY IRRIGATION DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR TENMILE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT. OR THOMAS CREEK-WESTSIDE R.F.P.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT. OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT. OR TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR

TILLAMOOK COUNTY S.W.C.D., OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY. OR TOLEDO R.F.P.D., OR TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT. OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR TRI-CITY WATER & SANITARY AUTHORITY, OR **METROPOLITAN** TRI-COUNTY TRANSPORTATION DISTRICT OF OREGON TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT **TUALATIN HILLS PARK & RECREATION** DISTRICT, OR TUALATIN S.W.C.D., OR TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR TWO SPECIAL RIVERS ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR TYGH VALLEY WATER DISTRICT. OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D. OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR

UMATILLA-MORROW RADIO AND DATA DISTRICT, OR UMPQUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT. OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR UNION GAP SANITARY DISTRICT, OR UNION GAP WATER DISTRICT, OR UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR UNION S.W.C.D., OR UNITY COMMUNITY PARK & RECREATION DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR VALE OREGON **IRRIGATION DISTRICT, OR** VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VIEW CEMETERY VALLEY MAINTENANCE DISTRICT. OR VALLEY VIEW WATER DISTRICT. OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR R.F.P.D., VERNONIA OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT. OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR

WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT. OR WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT. OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT. OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON **CEMETERY DISTRICT #2. OR WESTPORT** FIRE AND RESCUE. OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR

R.F.P.D., WILLAKENZIE OR WILLAMALANE PARK & RECREATION DISTRICT. OR PARK WILLAMALANE AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT. OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT. OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR

#### K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY SCHOOL CASCADE DISTRICT CASCADES ACADEMY OF CENTRAL OREGON SCHOOL DISTRICT CENTENNIAL CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL **DISTRICT 29** CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR SCHOOL DISTRICT NO.29 EAST ROUGE PARISH SCHOOL BATON DISTRICT ESTACADA SCHOOL DISTRICT NO.10B GROVE SCHOOL FOREST DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE DISTRICT SCHOOL GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH **EDUCATION** DESERT SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL **DISTRICT 509-J** 

JEFFERSON PARISH SCHOOL

DISTRICT

JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS. OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL SCHOOL DISTRICT NO.71 LOWELL MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL. OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT LEARNING ACADEMY MULTISENSORY MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA

PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT PUBLIC SCHOOLS SPRINGFIELD SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT SCHOOL DISTRICT, UT BEAVER **BEEHIVE SCIENCE & TECHNOLOGY** ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT. UT CBA CENTER. UT CACHE SCHOOL DISTRICT, UT

UT CANYON RIM ACADEMY, CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL. UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY. UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT DISTRICT, SCHOOL EMERY UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH. UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT FOUNDATION ACADEMY, GOOD UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL. UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT

MARIA MONTESSORI ACADEMY. UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE UT MURRAY SCHOOL ACADEMY. DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT. UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY. UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH. UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT. UT **PROVIDENCE HALL. UT** PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES UT ACADEMY, UT REAGAN ACADEMY, RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL. UT SOUTH SANPETE SCHOOL DISTRICT. UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT SCHOOL TINTIC DISTRICT. UT TOOELE SCHOOL DISTRICT. UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT UINTAH RIVER HIGH, UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY. UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT SCHOOL WASATCH DISTRICT. UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT

## HIGHER EDUCATION ARGOSY

UNIVERSITY BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY -HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE. LA LOUISIANA STATE UNIVERSITY LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST CHRISTIAN COLLEGE OREGON HEALTH AND SCIENCE UNIVERSITY OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY COLLEGE PIONEER PACIFIC PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY

(OREGON UNIVERSITY SYSTEM) SOUTHWESTERN OREGON COMMUNITY COLLEGE UNIVERSITY TULANE TILLAMOOK BAY COMMUNITY COLLEGE UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE UNIVERSITY OF OREGON-GRADUATE SCHOOL UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY WESTERN STATES CHIROPRACTIC COLLEGE WILLAMETTE UNIVERSITY XAVIER UNIVERSITY UTAH SYSTEM OF HIGHER EDUCATION, UT UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UNIVERSITY, UT UTAH SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT SALT LAKE COMMUNITY COLLEGE, UT UTAH COLLEGE OF APPLIED **TECHNOLOGY. UT** 

#### STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION OREGON LOTTERY

OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION

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