



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 06/30/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Wisniewski Jessica
Phone: 717-265-8863
Fax: 717-783-6241

Your SAP Vendor Number with us: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 610-495-1245
Supplier Fax Number: 610-495-1208

Contract Name:
Networking Equip/Svcs - ePlus

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment (Cisco)	0.000		0.00	1	0.00
2	Maintenance/Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Fortinet)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

**FULLY EXECUTED**

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 06/30/2024

Supplier Name:

EPLUS TECHNOLOGY INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Fortinet)	0.000		0.00	1	0.00
8	Training (Fortinet)	0.000		0.00	1	0.00
9	Equipment Relocation (Fortinet)	0.000		0.00	1	0.00
10	Installation (Fortinet)	0.000		0.00	1	0.00
11	Networking Equipment (HPE)	0.000		0.00	1	0.00
12	Maintenance/Extended Warranty (HPE)	0.000		0.00	1	0.00
13	Training (HPE)	0.000		0.00	1	0.00
14	Equipment Relocation (HPE)	0.000		0.00	1	0.00
15	Installation (HPE)	0.000		0.00	1	0.00
16	Networking Equipment (Juniper)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (Juniper)	0.000		0.00	1	0.00
18	Training (Juniper)	0.000		0.00	1	0.00
19	Equipment Relocation (Juniper)	0.000		0.00	1	0.00
20	Installation (Juniper)	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 06/30/2024

Supplier Name:
EPLUS TECHNOLOGY INC

Header Text

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

5.18.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rh

12.17.21 - Contract expiration date renewed to 12.31.2022. rsh

10.20.22 - Contract expiration date renewed to 12.31.23. rsh

3.30.23 - Amendment 1 added to increase maintenance and support from two years to 3 years. rsh

11.20.23 - Contract expiration date extended to 3.31.24 and commodity specialist updated. jlw

3.22.24 - Extended by Emergency Procurement 38003 for 3 months. JW

No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 03/31/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Wisniewski Jessica
Phone: 717-265-8863
Fax: 717-783-6241

Your SAP Vendor Number with us: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 610-495-1245
Supplier Fax Number: 610-495-1208

Contract Name:
Networking Equip/Svcs - ePlus

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment (Cisco)	0.000		0.00	1	0.00
2	Maintenance/Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Fortinet)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

**FULLY EXECUTED**

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 03/31/2024

Supplier Name:

EPLUS TECHNOLOGY INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Fortinet)	0.000		0.00	1	0.00
8	Training (Fortinet)	0.000		0.00	1	0.00
9	Equipment Relocation (Fortinet)	0.000		0.00	1	0.00
10	Installation (Fortinet)	0.000		0.00	1	0.00
11	Networking Equipment (HPE)	0.000		0.00	1	0.00
12	Maintenance/Extended Warranty (HPE)	0.000		0.00	1	0.00
13	Training (HPE)	0.000		0.00	1	0.00
14	Equipment Relocation (HPE)	0.000		0.00	1	0.00
15	Installation (HPE)	0.000		0.00	1	0.00
16	Networking Equipment (Juniper)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (Juniper)	0.000		0.00	1	0.00
18	Training (Juniper)	0.000		0.00	1	0.00
19	Equipment Relocation (Juniper)	0.000		0.00	1	0.00
20	Installation (Juniper)	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 03/31/2024

Supplier Name:
EPLUS TECHNOLOGY INC

Header Text

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

5.18.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rh

12.17.21 - Contract expiration date renewed to 12.31.2022. rsh

10.20.22 - Contract expiration date renewed to 12.31.23. rsh

3.30.23 - Amendment 1 added to increase maintenance and support from two years to 3 years. rsh

11.20.23 - Contract expiration date extended to 3.31.24 and commodity specialist updated. jlw

No further information for this Contract

Information:



November 15, 2023

Eplus Technology Inc
Carl Skiba
130 Futura Dr
Pottstown Pa 19464
Cskiba@EPLUS.com

SUBJECT: Renewal of Contract: Networking Equipment & Related Services
Contract Number: 4400020304
Term of Renewal: January 1, 2024, through March 31, 2024

Dear Carl,

The current contract the Commonwealth of Pennsylvania has for Networking Equipment & Related Services will expire on December 31, 2023. Per the terms of the above reference contract, the Commonwealth is exercising its option to extend the term in accordance with **V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)** which states:

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

The purpose of this extension is to prevent any lapse in coverage until a new contract is in place. This extension will start effective January 1, 2024, and will expire March 31, 2024.

The Commonwealth requests your acknowledgement of the contract renewal. Please complete and return the bottom section of this letter to me by fax or email prior to the close of business on November 29, 2023.

Please feel free to contact me if you have any questions. Thank you for your immediate response and consideration.

Sincerely,

Jessica Wisniewski
717.265.8863
JessiWisni@pa.gov

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes No

DocuSigned by:
Signature Don McLaughlin Title Senior VP Contracts
F44A77AE31564BB...

Date 11/17/2023

(Person signing this renewal agreement must have the power to bind their company by their signature.)



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Hosler Raeden
Phone: 717-787-4103
Fax:

Your SAP Vendor Number with us: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 610-495-1245

Supplier Fax Number: 610-495-1208

Contract Name:
Networking Equip/Svcs - ePlus

Payment Terms
NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment (Cisco)	0.000		0.00	1	0.00
2	Maintenance/Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Fortinet)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2023

Supplier Name:

EPLUS TECHNOLOGY INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Fortinet)	0.000		0.00	1	0.00
8	Training (Fortinet)	0.000		0.00	1	0.00
9	Equipment Relocation (Fortinet)	0.000		0.00	1	0.00
10	Installation (Fortinet)	0.000		0.00	1	0.00
11	Networking Equipment (HPE)	0.000		0.00	1	0.00
12	Maintenance/Extended Warranty (HPE)	0.000		0.00	1	0.00
13	Training (HPE)	0.000		0.00	1	0.00
14	Equipment Relocation (HPE)	0.000		0.00	1	0.00
15	Installation (HPE)	0.000		0.00	1	0.00
16	Networking Equipment (Juniper)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (Juniper)	0.000		0.00	1	0.00
18	Training (Juniper)	0.000		0.00	1	0.00
19	Equipment Relocation (Juniper)	0.000		0.00	1	0.00
20	Installation (Juniper)	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2023

Supplier Name:
EPLUS TECHNOLOGY INC

Header Text

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

5.18.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rh

12.17.21 - Contract expiration date renewed to 12.31.2022. rsh

10.20.22 - Contract expiration date renewed to 12.31.23. rsh

No further information for this Contract

Information:



October 12, 2022

ePlus Technology, inc.
Carl Skiba
13595 Dulles Technology Drive
Herndon, VA 20171

SUBJECT: Renewal of Contract: Networking Equipment & Related Services
Contract Number: 4400020304
Term of Renewal: January 1, 2023, through December 31, 2023

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of January 1, 2023, through December 31, 2023.

As you may be aware, the Bureau of Procurement is working aggressively to reduce costs and identify the most efficient processes for procuring our goods and services.

Under Governor Wolf's "Go-Time" initiative, the Bureau of Procurement is applying commercial best practices throughout its organization and has reintroduced Reverse Auction technology as a way to generate additional cost savings. Furthermore, in the spirit of cost savings, we are asking current vendors to consider a price a reduction to current pricing.

In an effort to comply with the goals of the "Go-Time" initiative, we are asking you to consider the following:

- Agreeing to a voluntary price reduction (the Commonwealth suggests up to 10%).
- This voluntary price reduction could apply to any or all line items in your contract.

Any voluntary price reduction would become effective for the next renewal period of January 1, 2023, through December 31, 2023.

If you are in agreement with the proposed cost saving efforts, please indicate on page 2 of this letter.

If the Commonwealth elects to renew the contract, the Bureau will issue a revised contract document to reflect the renewed contract period and adjusted pricing.

Thank you for your immediate response and consideration. Please complete and return this letter to me either by fax or email prior to the close of business, October 28, 2022.

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

Raeden Hosler
717.787.4103
rhosler@pa.gov

Continued



Page 2 of 2

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes No

I agree to offer a voluntary price reduction for the renewal period.

Yes No Proposed Voluntary Price Reduction %

DocuSigned by:
Signature Don McLaughlin Title SVP, Contracts _____
F44A77AE31564BB...

Date 10/13/2022

(Person signing this renewal agreement must have the power to bind their company by their signature.)



FULLY EXECUTED

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2022

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 186996

Purchasing Agent

Name: Hosler Raeden

Phone: 717-787-4103

Fax:

Supplier Name/Address:

EPLUS TECHNOLOGY INC

EPLUS TECHNOLOGY INC

130 FUTURA DR

POTTSTOWN PA 19464-3480 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 610-495-1245

Supplier Fax Number: 610-495-1208

Contract Name:

Networking Equip/Svcs - ePlus

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment (Cisco)	0.000		0.00	1	0.00
2	Maintenance/Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Fortinet)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2022

Supplier Name:

EPLUS TECHNOLOGY INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Fortinet)	0.000		0.00	1	0.00
8	Training (Fortinet)	0.000		0.00	1	0.00
9	Equipment Relocation (Fortinet)	0.000		0.00	1	0.00
10	Installation (Fortinet)	0.000		0.00	1	0.00
11	Networking Equipment (HPE)	0.000		0.00	1	0.00
12	Maintenance/Extended Warranty (HPE)	0.000		0.00	1	0.00
13	Training (HPE)	0.000		0.00	1	0.00
14	Equipment Relocation (HPE)	0.000		0.00	1	0.00
15	Installation (HPE)	0.000		0.00	1	0.00
16	Networking Equipment (Juniper)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (Juniper)	0.000		0.00	1	0.00
18	Training (Juniper)	0.000		0.00	1	0.00
19	Equipment Relocation (Juniper)	0.000		0.00	1	0.00
20	Installation (Juniper)	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2022

Supplier Name:
EPLUS TECHNOLOGY INC

Header Text

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

5.18.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rh

12.17.21 - Contract expiration date renewed to 12.31.2022. rsh

No further information for this Contract

Information:



December 3, 2021

Eplus Technology Inc
Carl Skiba
130 Futura Dr
Pottstown Pa 19464
cskiba@EPLUS.com

SUBJECT: Renewal of Contract: Networking Equipment & Related Services
Contract Number: 4400020304
Term of Renewal: January 1, 2022, through December 31, 2022

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of January 1, 2022, through December 31, 2022.

As you may be aware, the Bureau of Procurement is working aggressively to reduce costs and identify the most efficient processes for procuring our goods and services.

Under Governor Wolf's "Go-Time" initiative, the Bureau of Procurement is applying commercial best practices throughout its organization and has reintroduced Reverse Auction technology as a way to generate additional cost savings. Furthermore, in the spirit of cost savings, we are asking current vendors to consider a price a reduction to current pricing.

In an effort to comply with the goals of the "Go-Time" initiative, we are asking you to consider the following:

- Agreeing to a voluntary price reduction (the Commonwealth suggests up to 10%).
- This voluntary price reduction could apply to any or all line items in your contract.

Any voluntary price reduction would become effective for the next renewal period of January 1, 2022, through December 31, 2022.

If you are in agreement with the proposed cost saving efforts, please indicate on page 2 of this letter.

If the Commonwealth elects to renew the contract, the Bureau will issue a revised contract document to reflect the renewed contract period and adjusted pricing.

Thank you for your immediate response and consideration. Please complete and return this letter to me either by fax or email prior to the close of business, December 17, 2021.

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

Raeden Hosler
717.787.4103
rhosler@pa.gov

Continued



Page 2 of 2

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes No

I agree to offer a voluntary price reduction for the renewal period.

Yes No * Proposed Voluntary Price Reduction %

DocuSigned by:
Signature Don McLaughlin Title SVP Contracts & Assistant Secretary
F44A77AE31564BB...

Date 12/13/2021

(Person signing this renewal agreement must have the power to bind their company by their signature.)

* ePlus in good faith has been offering additional discounts since contract inception. These discounts are determined based on volume or specific manufacturer promotions that are passed on to the Commonwealth many times exceeding the recommended 10%.



FULLY EXECUTED

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2021

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Millovich Joseph

Phone: 717-214-3434

Fax: 717-783-6241

Your SAP Vendor Number with us: 186996

Supplier Name/Address:

EPLUS TECHNOLOGY INC

EPLUS TECHNOLOGY INC

130 FUTURA DR

POTTSTOWN PA 19464-3480 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 610-495-1245

Supplier Fax Number: 610-495-1208

Contract Name:

Networking Equip/Svcs - ePlus

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment (Cisco)	0.000		0.00	1	0.00
2	Maintenance/Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Fortinet)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400020304

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2021

Supplier Name:

EPLUS TECHNOLOGY INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Fortinet)	0.000		0.00	1	0.00
8	Training (Fortinet)	0.000		0.00	1	0.00
9	Equipment Relocation (Fortinet)	0.000		0.00	1	0.00
10	Installation (Fortinet)	0.000		0.00	1	0.00
11	Networking Equipment (HPE)	0.000		0.00	1	0.00
12	Maintenance/Extended Warranty (HPE)	0.000		0.00	1	0.00
13	Training (HPE)	0.000		0.00	1	0.00
14	Equipment Relocation (HPE)	0.000		0.00	1	0.00
15	Installation (HPE)	0.000		0.00	1	0.00
16	Networking Equipment (Juniper)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (Juniper)	0.000		0.00	1	0.00
18	Training (Juniper)	0.000		0.00	1	0.00
19	Equipment Relocation (Juniper)	0.000		0.00	1	0.00
20	Installation (Juniper)	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**



FULLY EXECUTED
Contract Number: 4400020304
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2021

Supplier Name:
EPLUS TECHNOLOGY INC

Header Text

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

No further information for this Contract

Information:

**CONTRACT
FOR
COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES
FOR NETWORKING EQUIPMENT AND RELATES SERVICES**

THIS CONTRACT for the provision of **Networking Equipment and Related Services** (“Contract”) is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”), and **ePlus Technology, inc.** (“Contractor”).

WHEREAS, DGS issued a Request for Proposals for the provision of **Networking Equipment and Related Services** for Commonwealth executive agencies, RFP No. **6100045034** (“RFP”), consisting of **22 Original Equipment Manufacturers (OEM) (Aerohive, Alcatel Lucent, Allied Telesis, Arista Networks, Big Switch Networks, Brocade (Ruckus), Cisco, Cumulus Networks, Dell EMC, D-Link, Extreme Networks, Fortinet, HPE (Aruba), Huawei, Juniper Networks, Lenovo, Mist Systems, Mojo Networks, NEC, New H3C Group, Riverbed (Xirrus), and VMware)**; and,

WHEREAS, Contractor submitted a proposal in response to **Cisco, Fortinet, HPE-Aruba, and Juniper Networks**; and,

WHEREAS, DGS determined that it was in the best interest to award up to two (2) contracts for each OEM, and Contractor’s proposal was deemed responsive and responsible after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Networking Equipment and Related Services** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Networking Equipment and Related Services** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Networking Equipment and Related Services** in accordance with the terms and conditions of this Contract, which are attached hereto as **Exhibit A** and made a part hereof.
3. Contractor agrees to provide the **Networking Equipment and Related Services** listed in its BAFO Cost Submittal, which is attached hereto as a part of **Exhibit C**

and made a part hereof, at the discount percentage off list price for those items in **Exhibit C**.


4. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its Small Diverse Business and Small Business Submittal, which is attached hereto as a part of **Exhibit C** and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.
5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - (a) The Contract document contained herein.
 - (b) The Contract Terms and Conditions contained in the RFP, which are attached hereto as **Exhibit A** and made part of this Contract.
 - (c) The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as **Exhibit B** and made a part hereof.
 - (d) The Offeror’s Proposal, including the Contractor’s Technical Submittal, BAFO Cost Submittal, and BAFO Small Diverse Business Submittal which are attached hereto as **Exhibit C** and made a part hereof.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in Paragraph V.5 CONTRACT-003.1b of the Contract Terms and Conditions.

Witness:

CONTRACTOR:

By: 
Heather Grimsley 11-29-18
Printed Name/Date

By: 
STEVEN MENCARINI
SENIOR VICE PRESIDENT
Printed Name/Date

SAP Vendor Number 186996

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED:

To be obtained electronically
Treasury Department Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

8-FA-19.1
Office of General Counsel Date

8-FA-19.1
Office of Attorney General Date

Description

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. Issuing Office. The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

3. Project Description. The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for the purchase of networking equipment and related services from original equipment manufacturers (OEMs). Up to two (2) contracts will be awarded for each OEM.

4. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a **Basic Established-Price Contract** and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

5. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

6. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

7. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

8. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

9. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

10. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror’s proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror’s proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

11. Proposal Format: To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not

applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

12. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

13. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

14. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

15. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

16. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any

combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than **75 %** of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by the Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO).

17. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

18. Term of Contract. The term of the contract will commence on the Effective Date and will end **after 3 (three) years with 2 (two) optional 1 (one) year renewals**. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

19. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

20. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

21. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

22. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date

of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

23. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

24. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **25%** of the total points. Evaluation will be based upon the following: **Soundness of Approach, Offeror/Personnel Qualifications, and Technical Solution/Requirements.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **55%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Small Diverse Business and Small Business Participation: BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as **20%** of the total points. Refer to the **Small Diverse Business and Small Business Participation** document contained in the **RFP Question** section for more information and scoring methodology.

25. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

26. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

27.COSTARS Program. Information related to the COSTARS Program is incorporated in the **COSTARS Program Clause** contained in the **Buyer Attachments** section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the **COSTARS Election to Participate Form** contained in **Additional Required Documentation**. If the Offeror is asserting that it is a Department of General Services self-certified Small Business or verified Small Diverse Business, the Offeror must provide an active Department of General Services Small Business Certificate or Small Diverse Business Certificate, as applicable.

Stage Description

No description available.

Network, Security, Equipment, and Services Technical Submittal

- I. Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for the purchase of networking equipment and related services from original equipment manufacturers (OEMs). Up to two (2) contracts will be awarded for each OEM.

Suppliers may only propose equipment for which they hold and maintain the designated certification for and for OEMs which appear in the following; Magic Quadrant for Data Center Networking, published by Gartner, Inc., July 3, 2017, Magic Quadrant for Wired Wireless LAN Access Infrastructure, published by Gartner, Inc., October 17, 2017. Offeror may submit discounts for multiple OEMs.

The eligible OEMs and certifications follow:

- Aerohive
- ALE
- Allied Telesis
- Arista Networks (Arista Elite Partner Certification)
- Big Switch Networks
- Brocade-Ruckus (Brocade Elite Partner Certification)
- Cisco (Cisco Gold Certification)
- Cumulus Networks
- Dell EMC (Dell Partner Direct Premier Certification)
- D-Link
- Extreme Networks (Extreme Networks ECSP Certification)
- Fortinet
- HPE-Aruba (HP Advanced Sales Certified – Enterprise Networking Certification)
- Huawei (Huawei Gold Partner Certification)
- Juniper Networks (JNSS Certification)
- Lenovo
- Mist Systems
- Mojo Networks
- NEC
- New H3C Group
- Riverbed-Xirrus
- VMware

The selected Offeror (“Contractor”) shall provide networking equipment and the related services to all executive agencies at locations across the Commonwealth. Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories. Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

II. Objectives. The Commonwealth intends to award contracts to capable and responsive Offerors who will meet the current and changing technology needs of the Commonwealth and provide cost saving for the purchase of networking equipment and related services.

III. Statement of the Project. State in succinct terms your understanding of the project presented or the service required by this RFP.

Offeror Response

IV. Qualifications.

A. Company Overview. Offeror shall provide an overview of its company and indicate which equipment it holds and maintains designated OEM certifications for.

Offeror Response

B. Prior Experience. Include experience in the supply of network equipment and services relevant to this RFP. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

C. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the meeting the requirements identified in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Offeror Response

D. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The Contractor is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. name of subcontractor;
2. address of subcontractor;
3. number of years worked with the subcontractor;
4. number of employees by job category to work on this project;
5. description of services to be performed;
6. what percentage of time the staff will be dedicated to this project;
7. geographical location of staff; and

8.□ resumes (if appropriate and available).

Offeror Response

- V. **Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

VI. **Requirements.**

- A. **Manufacture Authorization Letter.** Offeror shall submit a manufacturer authorization letter which clearly state the Offeror is authorized to provide the OEM's networking equipment and other related services to the Commonwealth. This requirement is applicable to those Offeror's who are resellers.

Offeror Response

- B. **Manufacturer Price List.** Offeror shall provide the OEM's current retail price list for each OEM that is included in the response. The OEM's current retail price list shall include all networking equipment and extended warranty services provided by the OEM and the date of the OEM's price list. Offeror shall be capable of providing all networking equipment provided by the OEM.

Offeror Response

- C. **Contractor Cooperation:** The Contractor shall cooperate and work with Commonwealth staff and its contractors.

Offeror Response

- D. **Account Management:** The Contractor shall provide a dedicated account manager who will be the main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any issues.

Offeror Response

- E. **Price List Updates:** The Contractor shall provide the OEMs current price list to the Department of General Services, Bureau of Procurement twice per year between June 20 and June 30, and between December 21 and December 31. The Commonwealth may request the OEMs current price list at any time.

Offeror Response

- F. **New Equipment:** The Contractor shall quote the newest networking equipment available for all requests, unless the Commonwealth specifically requests, in writing, alternate networking equipment.

Offeror Response

G. Electrical Requirements: All networking equipment being offered must be UL approved. Any special voltage needed beyond the standard 110v must be indicated. The Commonwealth will furnish suitable electrical current to operate the networking equipment.

Offeror Response

H. Software: The Contractor may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that it must enter into a software license agreement with the Commonwealth.

Offeror Response

I. Pricing:

1. **Additional Discounts:** Commonwealth agencies are required to obtain quotes from all Contractor, per desired OEM, on orders exceeding \$10,000, however agencies may request quotes for orders of all sizes. Contractors are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with high quantities. The Commonwealth may negotiate additional price concessions on all orders.

Offeror Response

2. **Trade-In:** The Contractor may allow the Commonwealth to trade-in existing networking equipment for credit toward a new order. A trade-in must be agreed to by the Commonwealth and the Contractor. The Contractor shall provide fair market value when accepting a trade-in.

Offeror Response

J. Order Requirements:

1. **Order Acceptance:** The Contractor shall be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type.

Offeror Response

2. **Order Shipment:**

a. All orders shall be F.O.B. Destination. All freight charges shall be paid by the Contractor.

b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.

- c. Partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the networking equipment.
- d. The Contractor shall ensure all incorrect shipments are corrected within ten (10) business days from the Commonwealth's report of a problem. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays.

Offeror Response

- 3. **Order Delivery:** All orders for off-the-shelf networking equipment must be delivered within ten (10) business days or on the date agreed upon by both the Commonwealth and the Contractor. All orders for custom configured networking equipment must be delivered within twenty (20) business days or on the date agreed upon by both the Commonwealth and the Contractor. Calculation of delivery time does not include the day that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon, delivery must occur on the requested date.

Offeror Response

- K. **Packaging:** The Contractor shall securely and properly package the networking equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.

Offeror Response

- L. **Literature:** Upon request, the Contractor shall furnish literature, in hardcopy and/or softcopy format, to the Commonwealth for the networking equipment being offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

Offeror Response

- M. **Americans with Disabilities Act:** The Contractor shall be able to identify, if requested by the Commonwealth, any networking equipment being offered that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

Offeror Response

- N. **Transportation and Delivery:** All quotes must include the charges for packing, handling, freight, distribution and inside delivery. The Contractor, within 24 hours after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract.

Offeror Response

- O. **Customer Satisfaction:** The Contractor shall initiate annual customer satisfaction surveys. The Commonwealth will determine the format and delivery mode of the survey.

Offeror Response

- P. **Warranty Service:**

1. The Contractor shall honor the warranty specified by the OEM for all networking equipment being offered, at no additional cost to the Commonwealth.
2. The Contractor shall include the most recent software upgrades on networking equipment during the warranty period, at no additional cost to the Commonwealth.
3. The Contractor shall provide a central point of contact to address warranty service issues. The Contractor shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Contractor is the OEM.
4. The Contractor shall be capable of receiving service calls, or provide access to the OEM service support in accordance with the agreed upon maintenance and support agreement during a warranty period. The Contractor shall have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within Section R.
5. The Contractor may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Offeror.

Offeror Response

Q. Related Services: The Commonwealth will develop a statement of work (SOW) for related services utilizing **Appendix A - Statement of Work Template**, which will be attached to the associated purchase order. Services may include the following;

1. Maintenance/Extended Warranty: The Contractor shall, if requested by the Commonwealth, provide maintenance/extended warranty services for all networking equipment being offered. The Contractor shall provide a written quote for all maintenance/extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order. Maintenance/extended warranty services must meet Service Level Agreement requirements as specified in **Section VI.S**. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.
2. Training: The Contractor shall provide training for Commonwealth staff, if requested by the Commonwealth. Training shall be provided at the location where the networking equipment will be located. The Contractor shall provide unlimited follow-up training, when new networking equipment has been deployed at a location, at no additional cost, when requested by the Commonwealth.
3. Relocation of Networking Equipment: The Contractor shall relocate networking equipment, if requested by the Commonwealth.
4. Design, Configuration, and Installation: The Contractor shall design, configure, and install networking equipment, if requested by the Commonwealth.

Offeror Response

R. Service Level Agreements (SLAs) and Liquidated Damages (LDs). The following SLAs and LDs apply to the Contractor's performance with each individual agency. The Contractor shall reimburse the Commonwealth within 45 days of the missed SLA. The

Contractor shall pay the LDs by deducting the amount from invoices submitted under this Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

Office of Comptroller Operations
 Revenue & Cash Management
 555 Walnut St., 9th Floor
 Harrisburg PA 17101-1925

The Contractor shall attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

Requirement	Service Level Agreements	Liquidated Damages
Delivery of off-the-shelf networking equipment.	Within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Delivery of custom configured networking equipment.	Within twenty (20) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Incorrect shipment to the Commonwealth.	Corrected within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Fix-time (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the networking equipment is returned to full and complete working order during the original warranty period).	Resolve at least 95% of the trouble tickets submitted by the Commonwealth, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted, or on a date and time agreed to by the Commonwealth.	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
The Contractor shall provide the Commonwealth with monthly reports detailing service level metrics, response/fix-time metrics, and the status of outstanding issues.	The reports shall be provided to the Commonwealth no later than ten (10) business days after the end of the month.	If the Contractor fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

Agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section R. If an agency chooses to procure options for maintenance and support outside of the SLAs and LDs mentioned above, it will be the agency's responsibly to document the agreed upon SLAs and LDs as part of an SOW or Quote that must be attached to the purchase order.

S. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

- 1. Describe how you anticipate such a crisis will impact your operations.
- 2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

VII. Reports and Project Control.

- A. IT Service Management.** Offeror shall describe its service management methodology its uses to deliver service to its customers. Identify any industry best practices or standards its service management methodology is based. IT Service management shall include strategic approach directed by policies and incorporated in processes and supporting procedures that are performed to plan, deliver, operate, control, and improve IT services offered to customers. Offeror shall describe tools used for service management to include any integration of automated tools. Offeror shall include as part of its proposal any service management plan(s) which will be utilized to deliver, operate, control, and improve the services as described in this RFP.

Offeror Response

- B. Monthly Reports:** The Contractor shall provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Department of General

Services, Bureau of IT Procurement. The Contractor shall utilize **Appendix B – Monthly Report Template**. A monthly report shall consist of, and include at a minimum:

1. Ordering and delivery report of networking equipment purchases which includes, at a minimum: Agency Information, Networking Equipment Information, Order Information, Shipment and Delivery Information and Invoice Information.
2. Problem and response report which includes, at a minimum: Agency Information, Networking Equipment Information and Problem/Response Information.
3. Service level report which includes, at a minimum: Agency Information. Off-the-shelf SLA computation, Custom SLA computation, Incorrect Shipment Correction SLA computation and Fix-time SLA computation.
4. Outstanding issues report which includes, at a minimum: Requestor Information and Outstanding Issue Summary.

The monthly reports shall include all activity by the Commonwealth, as well as for any external procurement activity by other state entities.

The Contractor shall provide monthly reports to the Commonwealth no later than ten (10) business days after the end of the month.

Offeror Response

- C. **Additional Reports:** Additional reports may be added, or removed, by the Commonwealth at any time.

Offeror Response

Q&A Board

Subject = due date (Steven's Aviation)		Private Thread
Q: I thought I had until 7/18/18 at noon. now that i am logged in it is due at 4pm tomorrow. this may be a problem as I am still working thru the systems red-tape... NO extensions??	Question added by: JEFF HANNIE	7/12/2018 11:29 AM EDT
No Answer		
Subject = Extension Request (Verizon Network Integration Corporation)		Public Thread
Q: Would the Commonwealth consider an extension to the week of July 16th?	Question added by: Tonya Fazio	7/11/2018 2:28 PM EDT
A: No.	Answered by: Joseph Millovich	7/11/2018 2:29 PM EDT
Subject = OEM Price List (Verizon Network Integration Corporation)		Public Thread
Q: The current Cisco Price list is 74M zipped. Will the upload to your site accomodate this? If not, is there somewhere we can post it on the Commonwealth's site?	Question added by: Tonya Fazio	7/11/2018 2:27 PM EDT
A: Offerors may provide a link to the OEMs price list.	Answered by: Joseph Millovich	7/11/2018 2:30 PM EDT
Subject = Technical Submittal - OEM price list (EPLUS TECHNOLOGY INC)		Public Thread
Q: Can a URL from the OEM be sufficient to providing a current price list?	Question added by: Carl Skiba	7/10/2018 11:45 AM EDT
A: Yes.	Answered by: Joseph Millovich	7/11/2018 10:05 AM EDT
Subject = Upload of documents (EPLUS TECHNOLOGY INC)		Public Thread
Q: Does the Commonwealth of PA expect the contractor to combine Multiple OEM responses to one document? It appears as though only one upload is allowed.	Question added by: Carl Skiba	7/9/2018 3:08 PM EDT
A: Yes. Offerors may only submit one response which must containing information for all of the OEMs which they are proposing.	Answered by: Joseph Millovich	7/11/2018 10:06 AM EDT
Subject = Warranty Service (World Wide Technology, Inc.)		Public Thread
Q: 1. The selected Offeror(s) shall provide a central point of contact to address warranty service issues. The Offeror shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Offeror is the OEM. Can you please provide the Commonwealth of Pennsylvania's support call volume on the most recent Networking Equipment and Related Services contract? If not, do you have an estimated call volume available?	Question added by: Carol Harting	7/6/2018 11:21 AM EDT
A: Call volumes are not available.	Answered by: Joseph Millovich	7/11/2018 10:06 AM EDT
Subject = Q&A responses (Verizon Network Integration Corporation)		Public Thread
Q: In your response to the Q&A dated 7/2/18, the Commonwealth added a paragraph to Section R. stating the following: Agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section U. Please verify that "Section U" is really Section R. If not, please tell us where to find Section U.	Question added by: Tonya Fazio	7/3/2018 2:07 PM EDT
A: The statement within Section R has been updated to reference the correct section.	Answered by: Joseph Millovich	7/11/2018 10:07 AM EDT
Subject = Section P. Warranty Service (Verizon Network Integration Corporation)		Public Thread
Q: In Section P. Warranty Service, Item 4 refers to Section IV.S. We could not find any reference to this section in the RFP documents. Can you please tell us where to find this section?	Question added by: Tonya Fazio	7/3/2018 2:06 PM EDT

A: The statement within Section P, Item 4. has been updated to reference the correct section.

Answered by: Joseph Millovich

7/11/2018 10:07 AM EDT

Subject = Submittal process (Verizon Network Integration Corporation)

Public Thread

Q: 2) Under Participating Entity form, there is also an upload button. However, this form does not need to be signed. Please clarify if anything needs to be uploaded. If so, what are we uploading?

Question added by: Tonya Fazio

7/3/2018 2:06 PM EDT

A: No file needs to be uploaded.

Answered by: Joseph Millovich

7/11/2018 10:07 AM EDT

Subject = Submittal process (Verizon Network Integration Corporation)

Public Thread

Q: 1) Under Model SDB contract, there is an upload button. Please verify that the Commonwealth does not expect this to be uploaded until contract award.

Question added by: Tonya Fazio

7/3/2018 2:05 PM EDT

A: Selected offerors are required to submit a subcontract agreement to BDISBO within 30 days of the final execution date of the Commonwealth contract. Subcontract agreements are not required to be submitted along with proposals.

Answered by: Joseph Millovich

7/12/2018 1:50 PM EDT

Subject = World Wide Technology Questions (World Wide Technology, Inc.)

Public Thread

Q: Please see attached WWT questions for the Networking Equipment and Related Services RFP.

Question added by: Carol Harting

6/22/2018 4:21 PM EDT

WWT Questions - COPA Network and Related Services RFP.xlsx - ../Attachments/QABoardAttachments/WWT Questions - COPA Network and Related Services RFP(8).xlsx

A: It shall be the agency's discretion as to which type of training required.

Answered by: Joseph Millovich

7/2/2018 10:42 AM EDT

Subject = Technical Submittal (EPLUS TECHNOLOGY INC)

Public Thread

Q: Will a End User License Agreement be required to submit with a Bid? If so, will the Commonwealth post an agreement template?

Question added by: Carl Skiba

6/22/2018 4:15 PM EDT

A: An End User License Agreement is not required to submit with a Bid. Contractors may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. Go here (<https://www.cdwg.com/shop/custompages/default.aspx?CustomPageKey=53E8CB6DDB484E1E91319C74CC131CFA>) to view the list of available licensors.

Answered by: Joseph Millovich

7/2/2018 10:45 AM EDT

Subject = Q&A (EPLUS TECHNOLOGY INC)

Public Thread

Q: Will the Commonwealth answer additional Q&A after the initial round of questions due 6/22/18?

Question added by: Carl Skiba

6/22/2018 4:12 PM EDT

A: The Commonwealth will answer additional question after 6/22/18. Additional questions should be submitted to the Issuing Officer (jmillovich@pa.gov). The Commonwealth will make an attempt to answer additional questions, but the Commonwealth cannot guarantee that all questions submitted after 6/22/18 will be answered before the due date of the RFP.

Answered by: Joseph Millovich

7/2/2018 10:45 AM EDT

Subject = Deadline for Bid Submittal (EPLUS TECHNOLOGY INC)

Public Thread

Q: Will the Commonwealth of PA consider extending the deadline for bid Submittal till 7/13/18? OEMs have been slow to respond to requests.

Question added by: Carl Skiba

6/22/2018 4:11 PM EDT

A: The Commonwealth has extended the due date until 7/13/18 at 12:00PM.

Answered by: Joseph Millovich

7/2/2018 10:46 AM EDT

Subject = Technical Submittal (EPLUS TECHNOLOGY INC)

Public Thread

Q: Can agencies wave SLAs concerning delivery and warranty when appropriate?

Question added by: Carl Skiba

6/22/2018 4:04 PM EDT

A: Yes, agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section U. If an agency chooses to procure options for maintenance and support outside of the SLAs and LDs mentioned above, it will be the agency's responsibly to document the agreed upon SLAs and LDs as part of an SOW or Quote that must be attached to the purchase order. The Commonwealth has updated the RFP to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:46 AM EDT

Q: Please clarify that this "Section U" is really referring to Section R?

Question added by: Tonya Fazio

7/2/2018 5:45 PM EDT

A: The statement within Section R has been updated to reference the correct section.

Answered by: Joseph Millovich

7/11/2018 10:08 AM EDT

Subject = Appendix C Cost Matrix (EPLUS TECHNOLOGY INC)

Public Thread

Q: Can an bidder submit a range of pricing for the items listed on the Rate Card Tab?

Question added by: Carl Skiba

6/22/2018 3:59 PM EDT

A: No. When a contractor receives a request to quote from an agency, the Contractor's quote may not exceed the prices on their Rate Card.

Answered by: Joseph Millovich

7/2/2018 10:47 AM EDT

Subject = Appendix C Cost Sheet (EPLUS TECHNOLOGY INC)

Public Thread

Q: Services category on the cost sheet (Tab 1). Is this for OEM services?

Question added by: Carl Skiba

6/22/2018 3:51 PM EDT

A: Yes.

Answered by: Joseph Millovich

7/2/2018 10:47 AM EDT

Subject = Appendix C Cost Matrix (EPLUS TECHNOLOGY INC)

Public Thread

Q: Does the costing on Tab 2 (Rate Card" factor into the overall score?

Question added by: Carl Skiba

6/22/2018 3:50 PM EDT

A: No.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

Subject = V.15 CONTRACT-010.2 Product Conformance (Verizon Network Integration Corporation)

Public Thread

Q: The terms and conditions state The Commonwealth reserves the right to require any and all Contractors to:
1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth Please clarify that you are asking for laboratory testing information specific to equipment that the Commonwealth would be procuring. We would not be able to share testing information that was done for other customers.

Question added by: Tonya Fazio

6/22/2018 3:48 PM EDT

A: Any laboratory testing information requested pursuant to this section would only be for the specific equipment that the Commonwealth is purchasing.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

Subject = V.16 CONTRACT-010.3 Rejected Material Not Consider (Verizon Network Integration Corporation)

Public Thread

Q: The Terms and Condition States: The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth. This does not appear to be applicable to the drop ship and installation of hardware identified in this RFP. Can the Commonwealth please provide an example of where this would apply to this RFP?

Question added by: Tonya Fazio

6/22/2018 2:39 PM EDT

A: Section V.16 has been removed from the Terms and Conditions.

Answered by: Joseph Millovich

7/11/2018 10:08 AM EDT

Subject = V.29 CONTRACT-021.1 Default (Verizon Network Integration Corporation)

Public Thread

Q: Would the Commonwealth consider adding a cure period for a. 2, 3, 5, and 14? There does not appear to be any other terms providing a period for remedying these situations.

Question added by: Tonya Fazio

6/22/2018 2:35 PM EDT

A: No.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

Subject = Consumption Based Pricing Model (Verizon Network Integration Corporation)

Public Thread

Q: RFP States: As an alternative, Offerors shall provide a consumption based pricing model for the equipment. Please describe your ability to accommodate this model. Please specify what the Commonwealth classifies as a consumption based pricing model? Is this referring to procuring hardware as a monthly recurring charge (opex) vs. a direct purchase (capex)? Does this include leasing?

Question added by: Tonya Fazio

6/22/2018 2:30 PM EDT

A: This request has been removed. The Commonwealth has updated the RFP to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:49 AM EDT

Subject = Customer Satisfaction (Verizon Network Integration Corporation)

Public Thread

Q: In order to scope this requirement appropriately, we will need more specific requirements. Is the expectation that these customer surveys would be done after each order is completed or on a sampling basis?

Question added by: Tonya Fazio

6/22/2018 12:20 PM EDT

A: The Contractor shall initiate annual customer satisfaction surveys. The Commonwealth has updated the RFP to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

Subject = 5. Appendix A – State of Manufacture (Verizon Network Integration Corporation)

Public Thread

Q: With respect to the requirement for declaration of state of manufacture for each product, global manufacturing operations do not reasonably permit us to canvas and provide the information requested at a line item level for the hundreds of thousands of products in a manufacturer's portfolio. The information requested can be assessed on a per order basis, by product SKU at the time of order to ensure accuracy based on ongoing changes in manufacturer sourcing. Please advise if this level of detail would be sufficient.

Question added by: Tonya Fazio

6/21/2018 9:31 AM EDT

A: Offeror's may group products together into categories when completing the State of Manufacture form when responding to Question 2.1.2.

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

Subject = CONTRACT – PAYMENT (Verizon Network Integration Corporation)

Public Thread

Q: 4. Under CONTRACT – PAYMENT - it is stated that the Commonwealth of PA can use a credit card for any transaction under \$10,000. Approximately what percentage of transactions are done using a credit card for payment?

Question added by: Tonya Fazio

6/21/2018 9:30 AM EDT

A: Less than 25% of transactions are done using a credit card for payment.

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

Subject = 3. Small Diverse Business Requirement (Verizon Network Integration Corporation)

Public Thread

Q: As this is a right to sell contract with no defined or budgetary guaranteed quantities, how is the SDB percentage to be calculated? Is there a method to provide an annual total dollar amount vs. a % of contract cost?

Question added by: Tonya Fazio

6/21/2018 9:29 AM EDT

A: Per the RFP as found in the Small Diverse Business and Small Business Participation Submittal under the "LOI" template a fixed percentage of the total contract cost is required for the small and small diverse submittal. See LOI language below. "These services represent _____% of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated \$ _____ during the initial contract term."

Answered by: Joseph Millovich

7/3/2018 1:44 PM EDT

Q: What constitutes "total contract value" for this RFP? There is not stated contract value in the bid information. If the vendors are to arbitrarily estimate a contract value, how is the SDB scoring fair across all vendors?

Question added by: Tonya Fazio

7/3/2018 2:03 PM EDT

A: BDISBO's scoring methodology requires offerors to make firm percentage commitments to SDB and SB utilization. BDISBO will monitor contracts to ensure that selected offerors meet the percentage commitments (both overall commitments and commitments to individual SDB or SB subcontractors) made in their proposals by comparing the actual dollars the Commonwealth pays to the selected offerors to the dollars paid to the SDB or SB subcontractors. Offerors are required to identify the estimated dollar values to SDB or SB contractors.

Answered by: Joseph Millovich

7/12/2018 1:51 PM EDT

Subject = Related Services (Verizon Network Integration Corporation)

Public Thread

Q: We are aware that managed services have been procured via this contract in the past. a. Will vendors be permitted to provide managed services under this contract? b. If so, how should pricing be provided?

Question added by: Tonya Fazio

6/21/2018 9:29 AM EDT

A: The following services may be procured through the contract: 1. Maintenance/Extended Warranty, 2. Training, 3. Relocation of Networking Equipment, and 4. Design, Configuration, and Installation.

Answered by: Joseph Millovich

7/2/2018 10:51 AM EDT

Subject = A. Software: (Verizon Network Integration Corporation)

Public Thread

Q: The RFP states: A. Software: The selected Offeror(s) may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The selected Offeror(s) must inform any such software licensor that it must enter into a software license agreement with the Commonwealth. Question: The majority of network hardware is moving to a software license driven model for use. For example, Cisco offers various hardware that requires Cisco software license subscriptions for the hardware to operate. All of which is commercially available. Please provide an example of what the Commonwealth would classify as unacceptable for this bid requirement.

Question added by: Tonya Fazio

6/21/2018 9:28 AM EDT

A: An example would be a networking device which requires software which for which the Commonwealth does not currently have an agreement.

Answered by: Joseph Millovich

7/2/2018 10:51 AM EDT

Subject = OEMs (EPLUS TECHNOLOGY INC)

Public Thread

Q: Will the Commonwealth please clarify that the OEM Riverbend is the manufacturer you are looking to get pricing from?

Question added by: Carl Skiba

6/18/2018 10:26 AM EDT

A: The OEM's name was misspelled. The correct OEM is Riverbed. The Commonwealth has updated the RFP and the cost matrix to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

Subject = Request for extension (Verizon Network Integration Corporation)

Public Thread

Q: Although we appreciate the extension until Monday, July 9th, many of our executives that need to approve this submission are out of the office the entire week of July 4th. Would the Commonwealth consider extending the due date to Friday , July 13th?

Question added by: Tonya Fazio

6/15/2018 10:03 AM EDT

A: The Commonwealth has extended the due date until 7/13/18 at 12:00PM.

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

Subject = RFP Due Date (EPLUS TECHNOLOGY INC)

Public Thread

Q: Will the Commonwealth consider extending the RFP due date to 6/20/2018 due to it currently being scheduled for submission during a holiday week?

Question added by: Carl Skiba

6/13/2018 1:48 PM EDT

A: The due date of the RFP has been extended to July 9, 2018.

Answered by: Joseph Millovich

6/14/2018 8:41 AM EDT

Subject = Questions (POMEROY IT SOLUTIONS SALES COMPANY)

Public Thread

Q: What is the deadline to submit questions?

Question added by: Gerald Rutledge

6/12/2018 9:47 AM EDT

A: The deadline to submit questions is June 22, 2018.

Answered by: Joseph Millovich

6/14/2018 8:09 AM EDT

Subject = Network Inventory (LaSalle Business Solutions LLC)

Public Thread

Q: I cannot find any attachment with the network inventory for the Commonwealth that will require technical support. Please confirm this RFP does not require a technical support renewal quote.

Question added by: David Molinaro

6/11/2018 4:26 PM EDT

A: The following services may be procured through the contract: 1. Maintenance/Extended Warranty, 2. Training, 3. Relocation of Networking Equipment, and 4. Design, Configuration, and Installation.

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to the Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the

fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the

electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (March 2012)

The Commonwealth reserves the right to require any and all Contractors to:

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section

693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.21 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.22 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by

(a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the

Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;

15) Breach of any provision of the Contract;

16) Failure to comply with representations made in the Contractor's bid/proposal; or

17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public

entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.38 CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous

substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.

- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.40 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.41 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.42 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.44 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such

disclosure; or

(5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(1) Prepare an un-redacted version of the appropriate document, and

(2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(3) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.47 CONTRACT-042.1 Installment Purchase Additional Terms and Conditions (Oct 2013)

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor ("Installment Purchase PO"). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called "Installment Items" in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

A. Term of Installment Purchase

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage (www.dgs.state.pa.us).

If the Contractor delivers the Contract items in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Purchaser will provide separate acceptance certificates for each delivery of

the items, and the Purchaser will make separate payments for the Contract items corresponding to the amount of Contract items delivered and accepted 30 days prior to the payment due date.

B. Payments

1. Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:

a. The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);

b. The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

C. Title and Security Interest

1. The title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment. The Contractor or its Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Subsection I of this Section.

a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.

b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.

c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.

d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. Use and Location of , And Alteration to Installment Items

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse, or waste the Installment Items and the Purchaser will not allow the Installment Items to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Installment Items shall be made without the approval of the

Contractor/Initial Assignee.

E. Assumption of Risks

1. The Purchaser shall, after acceptance of the Installment Items, assume and bear the risk of damage to, or loss or theft of, the Installment Items (including all component parts) from any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

a. to replace the equipment either like equipment, or

b. to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.

2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Subsection G of this Section.

3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G of this Section.

F. Warranties

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

G. Liability

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

H. Assignment

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.

2. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

4. After a Purchaser executes and the Initial Assignee receives an acceptance certificate:

a. The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

b. The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

I. Financing and Prepayment

1. If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.

2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.

3. If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection B of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

J. Remedies for Default

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the applicable Installment Purchase.

b. Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.

c. Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.

2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:

a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

b. The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual number of Contract items which were delivered and accepted. If no Installment items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.

c. If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the contractor's default against its obligation to make payments.

K. Compliance with Internal Revenue Code

1. Tax Exempt Financing If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items

to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. **Governmental Status** Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

L. Governing Law

All Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

M. Notices

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

V.48 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013)

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called "Leased Property" in these Leasing Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

A. Term of Lease

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage (www.dgs.state.pa.us).

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

B. Payments

1. **Full Term Intention.** The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:

- a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
- b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

C. Title

1. Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. Use And Location Of, and Alteration to Leased Property

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

E. Risk of Loss

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged,

the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

F. Warranties

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

G. Liability

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.

2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

H. Assignment

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:

a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason,

nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

I. Financing and Prepayment

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.

2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.

3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection B of this Subsection, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

J. Remedies for Default

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the applicable Lease.

b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the

Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.

2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:

a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.

b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.

c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

K. Purchase Option

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

L. Extension

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

M. Return of Leased Property

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Subsection J. of this Section, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. Since DGS has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.

2. Except in the event of a total loss of any or all Leased Property as described in Subsection E. of this Section, and

except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.

3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

N. Compliance with Internal Revenue Code

1. Tax Exemption Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental Status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

O. Governing Law

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

P. Notices

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

V.49 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

i. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

AGENCY INFORMATION					NETWORKING EQUIPMENT INFORMATION				ORDER INFORMATION					SHIPMENT & DELIVERY INFORMATION						INVOICE INFORMATION		SLA PERFORMANCE							
Agency	Street Address	City	State	Zip Code	Original Equipment Manufacturer	Description	Part Number	SKU Number	Order Number	SRM/Part Order	Order Type (Off-the-Shelf/Custom)	Purchase Order Issue Date (mm/dd/yyyy)	Order Quantity	Order Value (\$, --:--)	Requested Delivery Date (mm/dd/yyyy)	Order Shipment Date (mm/dd/yyyy)	Shipment Type (Partial/Full)	Order Delivery Date (mm/dd/yyyy)	Order Shipped Correctly (Yes/No)	Problem Report Date (mm/dd/yyyy)	Correction Date (mm/dd/yyyy)	Dead on Arrival (Yes/No)	Invoice Number	Invoice Date (mm/dd/yyyy)	Delivery Time	Custom SLA met	Off-the-Shelf SLA met	Correction Time	Correction SLA met

AGENCY INFORMATION					Outstanding Issue Summary
Agency	Location (Street Address)	City	State	Zip Code	

Agency	Total # off-the-shelf shipments	Total not yet delivered	Total # delivered in 10 days or less	Off-the-shelf delivery achieved Service Level	Off-the-shelf delivery SLA	Total # custom orders	Total not yet delivered	Total # delivered in 20 days or less	Custom delivery achieved Service Level	Custom delivery SLA	Total # incorrect shipments	Total not yet corrected	Total # corrected in less than 10 days	Corrected shipment achieved Service Level	Corrected shipment SLA	Total # trouble tickets	Total not yet closed	Total # corrected in less than 12 business hours	Fix-time achieved Service Level	Fix-time SLA
	0	0	0		100%	0	0	0		100%	0	0	0		100%	0	0	0		95%

Appendix C - Cost Matrix
RFP #6100045034 - Networking Equipment & Related Services

OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	SAP VENDOR NUMBER (IF AVAILABLE)

Instructions: Offeror must complete all yellow cells and provide a minimum discount % off the OEM's current retail price list for Equipment. Offeror may submit a proposal that

Original Equipment Manufacturer	Discount Percentage Off List			Total for Evaluation Purposes
	Equipment	Maintenance/Extended Warranty Services	Services	
Aerohive				
ALE				
Allied Telesis				
Arista Networks				
Big Switch Networks				
Brocade (Ruckus)				
Cisco				
Cumulus Networks				
Dell EMC				
D-Link				
Extreme Networks				
Fortinet				
HPE (Aruba)				
Huawei				
Juniper Networks				
Lenovo				
Mist Systems				
Mojo Networks				
NEC				
New H3C Group				
Riverbed (Xirrus)				
VMware				

Estimated List Price: For evaluation purpose, the total below is estimated at 60% Equipment & 30% Maintenance & 10% Services

Rate Card

Instructions: An Offeror must provide an hourly cost to perform the related services listed below.

Related Services	Hourly Cost
Training	\$ -
Relocation of Equipment (Within the same building)	\$ -
Installation	\$ -

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.
File Upload
ePlus Response - Final Networking Equipment & Related Services Technical Submittal.docx -
./SupplierAttachments/QuestionAttachments/ePlus Response - Final Networking Equipment & Related Services Technical Submittal.docx
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
ADDITIONAL FILES FOR TECHNICAL SUBMITTAL.zip -
./SupplierAttachments/QuestionAttachments/ADDITIONAL FILES FOR TECHNICAL SUBMITTAL.zip
- 1.1.3 I have read and fully understand the attached Performance Standards.
Yes/No
Yes
- 1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that
Text (Multi-Line)
No response.

Group 1.2: Small Diverse Business and Small Business Participation

- 1.2.1 Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting.
File Upload
SDB SUBMITTAL.zip - ./SupplierAttachments/QuestionAttachments/SDB SUBMITTAL.zip
SDBSB Participation Submittal - ../Attachments/QuestionAttachments/SDBSB Participation Submittal_JAGGAER 012218.xlsx
- 1.2.2 Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement.
File Upload
No response.
Model Form of SDSDB Subcontractor Agreement - ../Attachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement.docx
- 1.2.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in
Yes/No
Yes

Group 1.3: Cost

- 1.3.1 Please download, complete, and attach the cost template, found in the Buyer Attachments section, to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected.
File Upload
ePlus Appendix C - Cost Matrix (rev. 7.2.18).xlsx - ./SupplierAttachments/QuestionAttachments/ePlus Appendix C - Cost Matrix (rev. 7.2.18).xlsx

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1** Please download, sign and attach the Domestic Workforce Utilization Certification Form.
File Upload
ePlus Response - Domestic Workforce Utilization Certification.pdf -
./SupplierAttachments/QuestionAttachments/ePlus Response - Domestic Workforce Utilization Certification.pdf
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.2** Please download and complete the attached Reciprocal Limitations Act form.
File Upload
GSPUR-89 Reciprocal_Limitations_Act_Requirements.zip -
./SupplierAttachments/QuestionAttachments/GSPUR-89 Reciprocal_Limitations_Act_Requirements.zip
Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89
- 2.1.3** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form.
File Upload
ePlus Response - Iran Free Procurement Certification Form.pdf -
./SupplierAttachments/QuestionAttachments/ePlus Response - Iran Free Procurement Certification Form.pdf
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.4** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice.
File Upload
ePlus Response - Trade Secret Confidential Proprietary Information Notice.pdf -
./SupplierAttachments/QuestionAttachments/ePlus Response - Trade Secret Confidential Proprietary Information Notice.pdf
Trade Secret/Confidential Proprietary Information Notice -
../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.5** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
No response.
- 2.1.6** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more).
File Upload
ePlus Response - Lobbying Certification Form.pdf - ./SupplierAttachments/QuestionAttachments/ePlus Response - Lobbying Certification Form.pdf
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc
- 2.1.7** Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.

Yes/No
No
COSTARS Participation Clause - ../Attachments/QuestionAttachments/COSTARS Program Clause for Statewide Contract.doc
- 2.1.8** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
No response.

Group 2.2: Terms and Conditions

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments.

Yes/No

Yes

Group 2.3: Offeror's Representation

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations.

Yes/No

Yes

Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to

Yes/No

Yes



The Commonwealth of Pennsylvania

Networking Equipment & Related Services RFP

July 13, 2018

Carl Skiba

Account Executive

4660 Trindle Road, Suite 101

Camp Hill, PA 17011

Phone: 717-730-1606

Email: cskiba@eplus.com



July 13, 2018

Joseph Millovich
Department of General Services
The Commonwealth of Pennsylvania

Dear Mr. Millovich,

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **Networking Equipment & Related Services**. We have reviewed the Commonwealth of Pennsylvania's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

The experience that ePlus will demonstrate throughout the process will highlight our strengths and expertise in this arena. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Mencarini', written over a faint blue line.

Steve Mencarini
Senior Vice President



Table of Contents

Executive Summary	2
ePlus Company Information	5

COPYRIGHT AND TRADEMARKS

OneSource, OneSource Procurement, Content+, and Manage+ are the trademarks of ePlus. OneSource, Procurement, Content+, and Manage+ software products are copyrighted and all rights reserved by ePlus. The style and format of this proposal is copyrighted and all rights reserved by ePlus. All other company and product names are the trademarks or registered trademarks of their respective companies.

© 2000 – 2018 ePlus
13595 Dulles Technology Drive
Herndon, VA 20171
703.984.8400
All rights reserved.

PROPOSAL VALIDITY PERIOD

This proposal is valid for one hundred twenty (120) days from the date of submission (July 13, 2018).



Executive Summary

Thank you for offering ePlus Technology, inc. (“ePlus”) the opportunity to respond to the Commonwealth of Pennsylvania’s Networking Equipment and Related Service IFB # 6100045034. ePlus has been a strategic sourcing vendor on the Commonwealth’s IT Peripherals and Networking contracts since 2004 and over that time we have successfully delivered hundreds of thousands of thousands and devices and have delivered professional services to virtually every government entity in the state. We are confident that our response provides the best overall solution for the Commonwealth of Pennsylvania, but we truly believe our value to the Commonwealth extends far beyond providing aggressive pricing. As you review our response, we hope you will also consider some of the added value that ePlus brings to the Commonwealth and differentiates us from our peers in the industry:

EXPERIENCED ACCOUNT TEAM

Over the past 20+ years serving the Commonwealth of PA, we have built and grown an account team of engineers, sales and support staff that have established relationships and built a high level of trust within the state entities. Understanding the unique requirements of each entity and how those requirements need to mesh at times with the overall infrastructure and initiatives of the state is not learned overnight. We have demonstrated time and again our flexibility to adapt and enhance the way we work with state to deliver continuous process improvement. By selecting ePlus for this contract, the State will get a large, experienced account team with the knowledge, infrastructure, processes and tools already in place to support this contract. No ramp up period, no growing pains and no new systems to learn.

DEEP, LOCAL RESOURCES & WELL ESTABLISHED SUPPORT SYSTEM

There is tremendous value to the State knowing that many of our engineers live and work in PA and our sales and support staff is on the street meeting face to face with the departments, towns and schools. With ePlus you get the strength and depth of a large national organization but more importantly, you get a dedicated team that is local, responsive and flexible. ePlus has four offices strategically located throughout the state; Camp Hill, Pottstown, Pittsburgh and Newtown; which enables us to uniquely support the Commonwealth agencies.

PROVEN ADVOCATE OF THE STATE

ePlus has multiple contracts with the Commonwealth of PA including the existing Peripherals & Audio Visual Contract (4400011828), Networking Contract (4400011887), IT Hardware Storage Contract (4400018018) and hundreds of approved manufacturers on the COSTARS-3 and COSTARS-6 PA Contracts. Not only does ePlus provide the products, financing and electronic procurement solutions to the State; we have done so with a near flawless level of approval and satisfaction to the Commonwealth agencies. We have demonstrated on many occasions that we are an advocate of the State and have worked tirelessly to ensure that the manufacturer is providing the resources necessary to meet and/or address the needs of State. Our team truly enjoys working with the State and the feedback from our customers consistently reflects this.

FLEXIBILITY & CREATIVITY

Doing business with the State is not always “cookie cutter”. There are times when the State needs equipment “yesterday”, needs equipment to be stored and deployed on a tight schedule, needs customized reporting or quotes, or just needs an engineer now. ePlus is a large, yet nimble organization that has proven time and again that we have the flexibility to respond to unique situations and the creativity to deliver a solution that is not always “cookie cutter”. Whether it was quickly establishing relationships with key partners such as WatchGuard Video, Motorola, and Olivetti and negotiating low



costs back to the Commonwealth. We use disadvantaged businesses such as PCCi and Mobilematics to offer the best services, products and warehousing support when needed. ePlus has always been able to adjust quickly to the immediate needs of the Commonwealth.

PUBLIC SECTOR FOCUS

There are a few VARs that sell to the Public Sector, but none live and breathe Public Sector like ePlus. ePlus is a leading systems integrator for the Public Sector in the United States. Holding more than 100 contracts, ePlus currently works with multiple government agencies, school districts, and universities across the country. ePlus has a mature and well-established business practice within the Public Sector and our teams truly understand the differences in the nuances and demands of public versus private sector. We don't just sell to the Public Sector, we have a national business practice specific to the Public Sector with hundreds of technical and support resources, tools and processes developed and dedicated to supporting our Public Sector business.

AWARDS

ePlus has been recognized by some of the top IT manufactures for our success in serving educational and government customers:

2018

CRN 2018 Managed Service Provider 500 List – Elite 150

Completes Type 2 SSAE 18 Examination for Managed Services and OneSource Family of Software Products

2017

Cisco Partner Summit 2017 Awards

Global Lifecycle Management Partner of the Year

US Public Sector – SLED Lifecycle Partner of the Year

US Nationals – Services Partner of the Year

US West – Software Lifecycle Partner of the Year

US East – Architectural Excellence - Collaboration

CRN 2017 Solution Provider 500 List (#35)

Juniper Partner of the Year 2017

Completes Type 2 SSAE 16 Examination for Managed Services and OneSource Family of Software Products

2016

Cisco Partner Summit 2016 Awards

US Nationals Commercial Partner of the Year, Americas

Global Service Provider Partner of the Year, Americas West

US Nationals Architectural Excellence – Collaboration, Americas

Architectural Excellence – Collaboration, Americas East

CRN 2016 Solution Provider 500 List

CRN 2016 Tech Elite 25

2015

Cisco Partner Summit 2015 Awards - Americas – Partner of the Year: US

Cisco Excellence in Customer Satisfaction

CRN 2015 Solution Provider 500 List

CRN 2015 Tech Elite 250



CRN 2015 Managed Service Provider 500 List / MSP Elite 15



ePlus Company Information

ePlus offers consultative expertise and services to help customers achieve more success and innovation through sustainable solutions in cloud, security, and digital infrastructure. We help customers assess their technology and business needs and advise them on the most effective IT strategy for their organization. We then design, implement, and optimize cloud, security, and digital infrastructure solutions to enable that strategy. We back those efforts with local support, long-term service, and flexible financing and consumption models, all with the end result of helping customers thrive in the digital economy and multi-cloud world, drive better business outcomes, and stay ahead of the innovation curve. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,200 associates serving a diverse set of customers in the U.S., Europe, and Asia-Pac.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a publically reporting entity. Our most recently audited financial statements include fiscal year ending March 31, 2018, with annual revenues totaling \$1.4B and stockholders' equity of \$372.6M. Our full financial statements of quarterly and annual audited financials can be viewed at <http://www.eplus.com/investors/financial-reporting/annual-reports> or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters

ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
[List of all ePlus Locations/Offices](#)



Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Apple, Check Point, Cisco, Citrix, Commvault, Dell-EMC, Fortinet, Gigamon, HPE, Imperva, Intel, Juniper Networks, Microsoft, NetApp, Palo Alto Networks, Pure Storage, Veeam, and VMware—many who look to us for their own technology needs.

ePlus. Where Technology Means More.®

ePlus Awards and Accolades

2018

CRN 2018 Solution Provider 500 List (#34)
Intel Healthcare Solution Partner of the Year
CRN 2018 Managed Service Provider 500 List – Elite 150
Gigamon Partner of the Year
Citrix Networking Partner of the Year
Completes Type 2 SSAE 18 Examination for Managed Services and OneSource Family of Software Products



2017

Cisco Partner Summit 2017 Awards

- Global Lifecycle Management Partner of the Year
- US Public Sector – SLED Lifecycle Partner of the Year
- US Nationals – Services Partner of the Year
- US West – Software Lifecycle Partner of the Year
- US East – Architectural Excellence - Collaboration

NetApp FlexPod Partner of the Year
Intel Server Platform Partner of the Year
CRN 2017 Solution Provider 500 List (#35)
Juniper Partner of the Year
Gigamon Solution Innovator Award
Opendgear Partner of the Year in North America
Veeam Major National Partner of the Year
Completes Type 2 SSAE 16 Examination for Managed Services and OneSource Family of Software Products



2016

Cisco Partner Summit 2016 Awards

- US Nationals – Services Partner of the Year
- Americas – Enterprise Networks Partner of the Year
- Americas East – Architectural Excellence Enterprise Networking Partner of the Year
- Americas Public Sector – Architectural Excellence: Collaboration

Emerson Network Power North American Solution Provider of the Year
CRN 2016 Solution Provider 500 List
CRN 2016 Tech Elite 25



2015

Cisco Partner Summit 2015 Awards - Americas – Partner of the Year: US
NetApp Insight 2015 Awards:

- FlexPod Impact Award
- SLED East Region Partner of the Year

Cisco Excellence in Customer Satisfaction – **14th designation of this award**
EMC Breakthrough Partner of the Year
Palo Alto Networks Americas Fast Growth Partner of the Year 2015
CRN 2015 Solution Provider 500 List
CRN 2015 Tech Elite 250
CRN 2015 Managed Service Provider 500 List / MSP Elite 150



Advanced Authorizations and Staff Certifications

Strategic alliances with the industry’s leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Cisco

Cisco Gold Certified Partner
 Cisco Master Specializations:

- + Cloud Builder
- + Security
- + Collaboration
- + Managed Services

Cisco Learning Partner
 Cisco Lifecycle Advisor Program
 AppDynamics Titan Partner

Cisco Powered:

- + Managed Business Communications
- + Managed Security Services

Cisco Advanced Specializations:

- + Data Center Architecture
- + Collaboration Architecture
- + Enterprise Networks Architecture
- + IoT – Connected Safety and Security
- + Security Architecture
- + Unified Computing Technology

Cisco Authorized Technology Provider:

- + Application Centric Infrastructure
- + TelePresence Video Master
- + Energy Management Suite Integrator
- + Telehealth Reseller
- + Unified Contact Center Enterprise



Dell-EMC

Partner Titanium

Hewlett Packard Enterprise

HPE Platinum Partner



HP

HP Partner First Platinum Partner



NetApp

NetApp Star Partner
 NetApp Authorized Professional Services Partner



NetApp Solution Specializations

- + Data Center – FlexPod
- + FlexPod Premium Partner
- + Server Virtualization – VMware
- Professional Services Certifications
- + Storage Infrastructure
- + Data Center
- Support Services Certified

VMware

- VMware Premier Solution Provider
- VMware Authorized Consulting Partner
- + Infrastructure Virtualization Competency
- + Business Continuity / Disaster Recovery Competency
- + Desktop Virtualization (VIEW) Competency



Additional Key Vendors



The ePlus Difference

We bring a keen focus, in-depth knowledge, and an unwavering commitment to the customer experience to every engagement, enabling organizations to navigate challenging situations and achieve results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**



CLOUD - Create customized roadmaps, then design, implement, service, and support your organization on its journey to adopt hybrid and public cloud services.



SECURITY - Deliver tailored cybersecurity programs built upon strong culture and integrated technology, aimed at mitigating business risk, fortifying digital transformation, and creating safer environments.



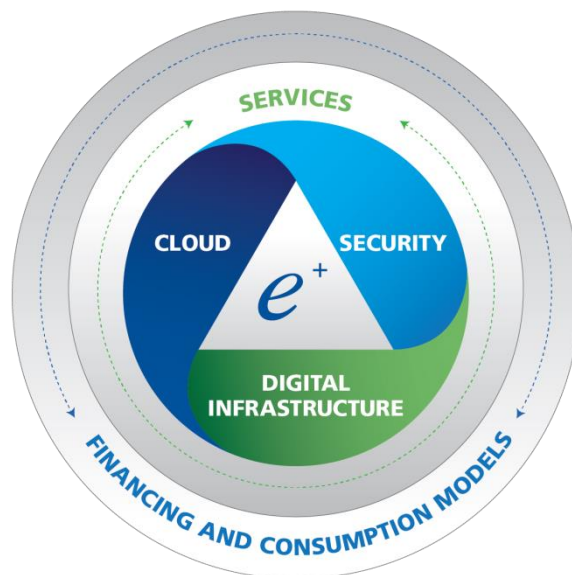
DIGITAL INFRASTRUCTURE - Support the next phase of digitization with IT infrastructure solutions that help you securely engage and communicate more efficiently, improve the end user experience, lower costs, and leverage data-driven decision making.



SERVICES - Apply a lifecycle approach to consult, design, architect, and implement solutions as well as monitor and manage your IT environment. This includes emerging technology training and supplemental staffing.



FINANCING AND CONSUMPTION MODELS - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.



Network, Security, Equipment, and Services Technical Submittal

- I. Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for the purchase of networking equipment and related services from original equipment manufacturers (OEMs). Up to two (2) contracts will be awarded for each OEM.

Suppliers may only propose equipment for which they hold and maintain the designated certification for and for OEMs which appear in the following; Magic Quadrant for Data Center Networking, published by Gartner, Inc., July 3, 2017, Magic Quadrant for Wired Wireless LAN Access Infrastructure, published by Gartner, Inc., October 17, 2017. Offeror may submit discounts for multiple OEMs.

The eligible OEMs and certifications follow:

- Aerohive
- ALE
- Allied Telesis
- Arista Networks (Arista Elite Partner Certification)
- Big Switch Networks
- Brocade-Ruckus (Brocade Elite Partner Certification)
- Cisco (Cisco Gold Certification)
- Cumulus Networks
- Dell EMC (Dell Partner Direct Premier Certification)
- D-Link
- Extreme Networks (Extreme Networks ECSP Certification)
- Fortinet
- HPE-Aruba (HP Advanced Sales Certified – Enterprise Networking Certification)
- Huawei (Huawei Gold Partner Certification)
- Juniper Networks (JNSS Certification)
- Lenovo
- Mist Systems
- Mojo Networks
- NEC
- New H3C Group
- Riverbed-Xirrus
- VMware

The selected Offeror (“Contractor”) shall provide networking equipment and the related services to all executive agencies at locations across the Commonwealth. Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories. Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

II. Objectives. The Commonwealth intends to award contracts to capable and responsive Offerors who will meet the current and changing technology needs of the Commonwealth and provide cost saving for the purchase of networking equipment and related services.

III. Statement of the Project. State in succinct terms your understanding of the project presented or the service required by this RFP.

ePlus Response: ePlus understands that the Commonwealth of PA is looking for the best cost for the brands of Networking hardware. Along with the best costs, the Commonwealth is also looking for those companies that offer financial stability, certified and authorized in the brands of the offeror's bid, Sales and engineering to support those brands, all within locations near Harrisburg.

IV. Qualifications.

A. Company Overview. Offeror shall provide an overview of its company and indicate which equipment it holds and maintains designated OEM certifications for.

ePlus Response: ePlus is a leading solutions provider that delivers actionable outcomes for organizations by using IT and consulting solutions to drive business agility and innovation. Leveraging our engineering talent, we assess, plan, deliver, and secure solutions comprised of leading technologies and consumption models aligned with our customers' needs. Our expertise and experience enables ePlus to craft optimized solutions that take advantage of the cost, scale and efficiency of private, public and hybrid cloud in an evolving market. We also provide consulting, professional, managed and complete lifecycle management services including flexible financing solutions. We have been in the business of selling, leasing, financing, and managing IT and other assets for more than 28 years. Our primary focus is to deliver integrated solutions that address our customers' business needs, leveraging the appropriate Cloud, Security and Digital Infrastructure technologies, both on-premise and in the cloud. Our approach is to lead with advisory consulting to understand our customers' needs, design, deploy and manage solutions aligned to their objectives. Underpinning the broader areas of Cloud, Security and Digital Infrastructure are specific skills in orchestration and automation, application modernization, DevOps, data management, data visualization, analytics, network modernization, edge compute and other advanced and emerging technologies. These solutions are comprised of class leading technologies from partners such as Arista Networks, Check Point, Cisco Systems, Citrix, Commvault, Dell EMC, F5 Networks, Gigamon, HP Inc., HPE, Juniper Networks, Lenovo, Microsoft, NetApp, NVIDIA, Oracle, Palo Alto Networks, Pure Storage, Quantum, Splunk, and VMware, among many others. We possess top-level engineering certifications with a broad range of leading IT vendors that enable us to offer multi-vendor IT solutions that are optimized for each of our customers' specific requirements. Our hosted, proprietary software solutions are focused on giving our customers more control over their IT supply chain, by automating and optimizing the procurement and management of their owned, leased, and consumption-based assets.

Our scale and financial resources have enabled us to continue investing in engineering and technology resources to stay current with emerging technology trends. Our expertise in core and emerging technologies, buttressed by our robust portfolio of consulting, professional, and managed services has enabled ePlus to remain a trusted advisor for our customers. In addition, we offer a wide range of

consumption options including leasing and financing for technology and other capital assets. We believe our lifecycle approach offering of integrated solutions, services, financing, and our proprietary supply chain software, is unique in the industry. This broad portfolio enables us to deliver a unique customer experience that spans the continuum from fast delivery of competitively priced products, services, subsequent management and upkeep, through to end-of-life disposal services. This approach permits ePlus to deploy ever-more-sophisticated solutions enabling our customers' business outcomes.

Our go-to-market strategy focuses primarily on diverse end-markets for middle market to large enterprises. For the year ended March 31, 2018, the percentage of revenue by customer end market within our technology segment includes technology industry 24%, state and local government, and educational institutions 17%, financial services 15%, telecommunications, media and entertainment 14%, and healthcare 14%.

ePlus holds certifications for the majority of the manufacturers requested. For purposes of this RFP we will be responding to Cisco Systems, HP Enterprise, Juniper Networks and Fortinet.

Cisco Systems – Cisco Gold Certified Partner

- Cisco Master Specializations:
 - Cloud Builder
 - Security
 - Collaboration
 - Managed Services
- Cisco Learning Partner
- Cisco Lifecycle Advisor Program
- AppDynamics Titan Partner

- Cisco Powered:
 - Managed Business Communications
 - Managed Security Services

- Cisco Advanced Specializations:
 - Data Center Architecture
 - Collaboration Architecture
 - Enterprise Networks Architecture
 - IoT – Connected Safety and Security
 - Security Architecture
 - Unified Computing Technology

- Cisco Authorized Technology Provider:
 - Application Centric Infrastructure
 - TelePresence Video Master
 - Energy Management Suite Integrator
 - Telehealth Reseller
 - Unified Contact Center Enterprise

- HP Enterprise – HPE Platinum Partner
- Juniper Networks – Juniper Elite Partner
- Fortinet – Fortinet Platinum Partner

Please also see the [ePlus Company Information and Executive Summary](#) attachment of this response.

B. Prior Experience. Include experience in the supply of network equipment and services relevant to this RFP. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

ePlus Response: ePlus has over 20 years of public sector contract experience. The staff on the Public Sector team was and is dedicated to understanding the idiosyncrasies of working with government and education. Vendor alliances and trainings are focused on helping to understand this unique, demanding, but very rewarding market. During the late nineties and for the first few years of the new century, ePlus made a number of other strategic acquisitions, building out the sales team nationally. To date, we currently hold more than 100 contracts both regional and national with a Public Sector sales force of over 50 individuals. We are structured with dedicated outside sales personnel available for face to face meetings with customers and prospects, supported by an inside team always available for quoting, order processing, and support.

ePlus has been a strategic sourcing vendor on the Commonwealth’s IT Networking contracts since 2004 and over that time we have successfully delivered hundreds of thousands of devices and have delivered professional services to virtually every government entity in the state. Over the past 15+ years serving the Commonwealth of PA, we have built and grown an account team of engineers, sales and support staff that have established relationships and built a high level of trust within the state entities. We understand the unique requirements of each entity and how those requirements need to mesh with the overall infrastructure and initiatives of the state. These relationships are not built overnight as outlined by the list of relationships we have built with the Agencies in the Commonwealth. We have demonstrated time and again our flexibility to adapt and enhance the way we work with state to deliver continuous process improvement. Below is a chart of the relationships we have at the agencies, how long we have been working with them and the technologies we have assisted and provided to them.

Contact	Agency	Years of Partnership	Technologies provided and supported
John Affronti	CIO PA Office of Attorney General	5 months	Collaboration, Server, Storage, Security, Enterprise Switching and routing
Bob Taylor	CTO PA Turnpike Commission	1 year (15 years w / agency)	Enterprise Switching and routing, Wireless, Security, and Collaboration
Linda DeAngelo	IT Director - PA Dept. of Auditor General	8 years	Collaboration, Wireless, Enterprise Switching and routing
Jim	CTO – Office of	20 years	Enterprise Switching and routing,

Weaver	Administration		Wireless, Security
Jason Hebbe	Director – Office of Administration	15 years	Enterprise Switching and routing, Wireless, Security
Dan Trafton	CISO – Liquor Control Board	(6 months) (15 years w / agency)	Enterprise Switching and routing, Wireless, Security
Erik Avakian	CISO - Office of Administration	6 years	Security
Scott Hoffman	Director of IT – PennDOT	12 years	Enterprise Switching and routing, Wireless, Security
Frank Baier	ESCO Division - Office of Administration	10 years	Enterprise Switching and routing, Wireless, Security
Will Otto	CIO – Banking and Securities	10 Years	Enterprise Switching and routing, Wireless, Security
Kurt Baldwin	Commonwealth Court	10 years	Enterprise Switching and routing, Wireless, Security
Rob Siebener	Director – Corrections	15 years	Enterprise Switching and routing, Wireless, Security
Pat Keating	CIO – Health	15 years	Enterprise Switching and routing, Wireless, Security
Tim Irwin	CIO – DMVA	10 years	Enterprise Switching and routing, Wireless, Security
John MacMillan	CIO - Office of Administration	4 years	Enterprise Switching and routing, Wireless, Security
Dustin Rhoads	CIO - Public Safety Delivery Center	2 years	Enterprise Switching and routing, Wireless, Security
Sandy Patterson	CIO Health and Human Services Delivery Center	4 years	Enterprise Switching and routing, Wireless, Security
Julie Snyder	CIO General Government Delivery Center	4 years	Enterprise Switching and routing, Wireless, Security
Michael DeMatt	CIO Infrastructure and Economic Development Delivery Center	4 years	Enterprise Switching and routing, Wireless, Security
Dave Naisby	CIO Employment, Banking and Revenue Delivery Center	4 years	Enterprise Switching and routing, Wireless, Security
Sean Crager	CIO Conservation and Environment Delivery Center	10 years	Enterprise Switching and routing, Wireless, Security
John Nester	Network Admin PA Office of Attorney General	11 years	Collaboration, Server, Storage, Security, Enterprise Switching and routing
Kevin Geiger	Communications Director PA Turnpike Commission	15 years	Enterprise Switching and routing, Security, and Collaboration

Justin Gronski	Network Admin - PA Dept. of Auditor General	8 years	Collaboration, Wireless, Enterprise Switching and routing
Steve Thoma	Network Admin – PA Dept of L&I	15 years	Wireless, Enterprise Switching and routing
Greg Mummert	Network Admin – PennDOT	12 years	Enterprise Switching and routing, Wireless, Security
Russ Miller	Network Admin – Health	12 years	Enterprise Switching and routing, Wireless, Security
Dan Colon	Network Admin – DMVA	12 years	Enterprise Switching and routing, Wireless, Security

In addition to holding 4 manufacturer lines on the existing Commonwealth of PA Cisco Networking contract (4400011887) as well as the Commonwealth of PA Peripherals contract (4400011828) and the recently awarded Commonwealth of PA Storage contract (4400018018), ePlus hold numerous government and education contracts nationally. Including but not limited to:

- PEPPM – Pennsylvania K-12 Contract
- PEPPM – Extended to 48 contiguous states
- COSTARS 3 – Commonwealth of PA – Hardware
- COSTARS 6 – Commonwealth of PA - Software
- NASPO MNWNC-105 NJ and CA
- NASPO AR233 CA, NH, NJ, RI
- CMAS 3-08-70-1633T California
- SLP 17-70-0059J – California AppDynamics
- SLP 16-70-0059F – California Cisco
- CA12PSX0431 – State of Connecticut – Admin Services
- 04-1311 – State of Connecticut – Judicial Branch
- SO-86-14 – State of Connecticut – Board of Regents (HiEd)
- MHEC MC11-F05 CT, MA, ME, NH, RI, VT
- 060B2490022 – Maryland DoIT - Hardware
- 2060B2490021 – Maryland DoIT – Software (COTS)
- 060B12400048 – Maryland DoIT – Telecommunications
- B50001422 – Baltimore City Government – Hardware
- UB-12-B-19 – Maryland Educational Enterprise Consortium (MEEC)
- K12-0025-25L – Maryland Judiciary - Hardware
- K12-0024-25L – Maryland Judiciary – Software
- HCESC #18-02 – New Jersey – Technology Supplies & Equipment
- HCESC #181 – New Jersey – Physical Security
- OGS PM20800 – New York – IT Umbrella Contract
- UNC-SRA-051315 – North Carolina – UNC SRA
- NCLGISA – North Carolina City of Jacksonville
- MN 41910 – Minnesota
- VA-VCU-7365172JC – Virginia

ePlus does about \$350M in State and Local Government and Education business nationally each year. Although not all government agencies are referenceable, below is a subset of some of our referenceable wins.

Customer Name	Description	Manufacturer	Size of Deal	Contact Name	Contact Address	Contact Phone	Contact email
NH Dept of IT				A			
CT Dept of IT							
CT Dept of Ed							
CT Dept of Children and Families							
NH Dept of IT							
CT Judicial Branch							
CT Dept of Safety							
CT Dept of Public Health							
Delaware River Port Authority							
NJ Turnpike Authority							
NJ Treasury							
County Of Chester				A			

C. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the meeting the requirements identified in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

ePlus Response: ePlus team who would be engaged in the work with the Commonwealth is noted below. In addition to the staff below, ePlus has a National Pre-Sales team as well as an internal B.O.M. (Bill of Materials) Team. These resources are available to the account team to support and enhance the team of dedicated personnel below.



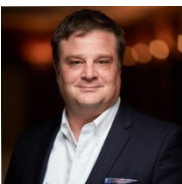
Nicholas D'Archangelo VP SLED Business Development
(21 years with ePlus)
130 Futura Dr. Pottstown, PA 19454 - 610.495.1293
Contract Management/ Sales Management



Carl Skiba – Account Manager
(16 + years with ePlus and 25 years dealing with the Commonwealth of PA)
4660 Trindle Road Suite 101
Camp Hill, PA 17011 – 717.730.1606
Lead – Sales and Customer Service



Karen Kimberling-Harford – Sales Account Manager
(21+ years with ePlus and 21 years dealing with the Commonwealth of PA)
4660 Trindle Road Suite 101
Camp Hill, PA 17011
717.730.1602
Sales



Brad Filipovich – Sales Account Manager
(5 + Years with ePlus)
4660 Trindle Road Suite 101
Camp Hill, PA 17011

717.730.1609

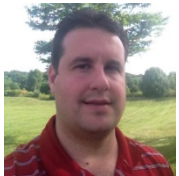


Lynn Gribbin – Inside Sales – (13+ years w/ ePlus)
4660 Trindle Road Suite 101
Camp Hill, PA 17011
717.730.1609

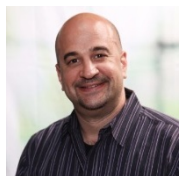
Kristen Zawislak – Inside Sales (17+ years w/ ePlus)
130 Futura Dr. Pottstown, PA 19454
610.495.1294



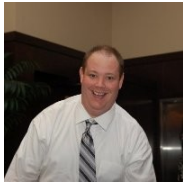
Bob Leshner – Pre-Sales Engineer
4660 Trindle Road Suite 101
Camp Hill, PA 17011
717.730.1601



Scott McCormick – Pre-Sales Engineer
(5 + years with ePlus)
130 Futura Dr. Pottstown, PA 19454
484.791.6005



Dan Hoelzle – Pre-Sales Engineer
(7 + years with ePlus)
642 Newtown Yardley Road
Suite 315
Newtown, PA 18940
856.780.3805



Joe Cooke Lead Technical Architect CCIE# 24342
(10 + years with ePlus)
130 Futura Dr. Pottstown, PA 19454
610.495.1247



Brian Adelson
Lead Technical Architect - CCIE #41086
3+ years with ePlus
130 Futura Dr. Pottstown, PA 19454
610.495.1247



Brian Kovatch - Manager, Sales Engineering
(formerly Cisco 6 months with ePlus)
130 Futura Dr. Pottstown, PA 19454
484.791.6092

Colin Cameron - Lead Technical Architect, CCIE19678
(10 + years w/ePlus)

130 Futura Dr. Pottstown, PA 19454
484.791-6026

Brian Neff – Pre-Sales Engineer
(7+ years w/ ePlus)
130 Futura Dr. Pottstown, PA 19454
484.791-6019

Please see the **ePlus Key Personnel** attachment for bios of our team listed above.

V. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The Contractor is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- A. name of subcontractor;
- B. address of subcontractor;
- C. number of years worked with the subcontractor;
- D. number of employees by job category to work on this project;
- E. description of services to be performed;
- F. what percentage of time the staff will be dedicated to this project;
- G. geographical location of staff; and
- H. resumes (if appropriate and available).

ePlus Response: Please see the **SDBSB Participation Submittal** attachment of this response.

VI. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

ePlus Response: Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a publically reporting entity. Our most recently audited financial statements include fiscal year ending March 31, 2018, with annual revenues totaling \$1.4B and stockholders' equity of \$372.6M. Our full financial statements of quarterly and annual audited financials can be viewed at <http://www.eplus.com/investors/financial-reporting/annual-reports> or www.sec.gov.

VII. Requirements.

- A. Manufacturer Authorization Letter.** Offeror shall submit a manufacturer authorization letter which clearly state the Offeror is authorized to provide the OEM's networking equipment and other related services to the Commonwealth. This requirement is applicable to those Offeror's who are resellers.

ePlus Response:

- ePlus is a Cisco Gold Partner. Also, ePlus is a Cisco Global partner

- ePlus is a Platinum Fortinet Partner
- ePlus is a Platinum HPE-Aruba Partner
- ePlus is a Elite Juniper Partner

Please see the attached Manufacturer Authorization Letters.

B. Manufacturer Price List. Offeror shall provide the OEM's current retail price list for each OEM that is included in the response. The OEM's current retail price list shall include all networking equipment and extended warranty services provided by the OEM and the date of the OEM's price list. Offeror shall be capable of providing all networking equipment provided by the OEM.

ePlus Response:

Cisco Price List

ePlus is able to provide all Cisco branded products.

<https://prpub.cloudapps.cisco.com/lpc/currentPL.faces?flow=nextgen>

HP Price List

<http://itprice.com/hp-price-list>

Fortinet Price List

<http://itprice.com/fortinet-price-list>

Juniper Price List

<http://itprice.com/juniper-price-list>

ePlus simplifies the IT acquisition process for our customers with OneSource IT – a free portal that can streamline procurement and cut related costs. From price optimization to ordering, vendor and asset management to reporting, OneSource IT gives you visibility into your entire acquisition process, as well as the insight that visibility brings. With OneSource IT, it's easy to find exactly what you need, compare products, and make informed purchasing decisions. It even gives you true end-to-end IT procurement automation and functionality. The Commonwealth of PA is a current user of the OneSource IT solution. Upon award, ePlus will create individual catalog sites per OEM with the awarded pricing applied to the catalog. The entire list of available OEM products are searchable and list and sell pricing are updated daily along with real-time availability.

C. Contractor Cooperation: The Contractor shall cooperate and work with Commonwealth staff and its contractors.

ePlus Response: ePlus has held the networking contract for the Commonwealth of PA for the last 14 years. ePlus has worked with every using agency, board and commission at the Commonwealth. Our Sales, support and engineering are very familiar in the contract rules, invoicing, quoting, gifting rules and deliveries. ePlus has experience in working with the following personnel. IT, Comptroller, Contract, Procurement, and agency leadership.

D. Account Management: The Contractor shall provide a dedicated account manager who will be the main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any issues.

ePlus Response:

Carl Skiba – Account Manager
4660 Trindle Road Suite 101
Camp Hill, PA 17011
717.730.1606

Carl has been with ePlus for 16 years and has been doing business with the Commonwealth of PA for over 25 years. Carl is well versed in the Commonwealth's procurement policy and vendor contracts. He brings a wealth of knowledge and experience that will benefit Commonwealth of PA greatly.

- E. Price List Updates:** The Contractor shall provide the OEMs current price list to the Department of General Services, Bureau of Procurement twice per year between June 20 and June 30, and between December 21 and December 31. The Commonwealth may request the OEMs current price list at any time.

ePlus Response: ePlus understands this requirement and will be forwarding pricing with the dates stated above.

- F. New Equipment:** The Contractor shall quote the newest networking equipment available for all requests, unless the Commonwealth specifically requests, in writing, alternate networking equipment.

ePlus Response: ePlus understands that only new / unused equipment is to be sold under this contract. ePlus will quote the newest available hardware unless the Commonwealth of PA states otherwise in writing.

- G. Electrical Requirements:** All networking equipment being offered must be UL approved. Any special voltage needed beyond the standard 110v must be indicated. The Commonwealth will furnish suitable electrical current to operate the networking equipment.

ePlus Response: All products are UL approved. All devices are standard 110v except for the ruggedized Switches which are 44–57V DC (for PoE model), 12–57 V (non-PoE model). Also, there may be rare instances due to large Switching or Routing power requirements may increase to 220v.

- H. Software:** The Contractor may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that it must enter into a software license agreement with the Commonwealth.

ePlus Response: ePlus understands this requirement. ePlus will work with the OEMs to come to mutual agreement.

I. Pricing:

1. Additional Discounts: Commonwealth agencies are required to obtain quotes from all Contractor, per desired OEM, on orders exceeding \$10,000, however agencies may request quotes for orders of all sizes. Contractors are encouraged to offer lower prices for all requests

for quotes, especially requests for quotes with high quantities. The Commonwealth may negotiate additional price concessions on all orders.

ePlus Response: ePlus understands that the Commonwealth of PA will not be utilizing the punch-out catalog for quotes and that quotes will need to be furnished by the contractor supplied by either fax or email regardless of the dollar amount. ePlus has a team of Account Executives, Inside Sales Support and Pre-sales engineers (Section IV. C.) that are available to provide quotes for the agencies. ePlus understands the very competitive environment in the government and education space and will strive to offer additional discounts based on the specific opportunities

2. Trade-In: The Contractor may allow the Commonwealth to trade-in existing networking equipment for credit toward a new order. A trade-in must be agreed to by the Commonwealth and the Contractor. The Contractor shall provide fair market value when accepting a trade-in.

ePlus Response: ePlus will work with the Commonwealth of PA on the trade-in process to assist with the de-commissioning product. ePlus works with the OEMs to determine the fair market value of the requested trade-in equipment. When possible ePlus normally credits the trade-in as a line item on the quote providing the costs savings prior to the return of the decommissioned equipment. ePlus can also help coordinate the physical return of the decommissioned equipment when requested.

J. Order Requirements:

1. Order Acceptance: The Contractor shall be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type.

ePlus Response: ePlus accepts the Commonwealth of PA's SRM purchase orders and Pcard purchases. A new feature that ePlus will be introducing is that Pcards can be used via the "Punch Out" tool (Online catalog) that will shorten the procurement process, increase accuracy, and add additional privacy and security.

2. Order Shipment:

a. All orders shall be F.O.B. Destination. All freight charges shall be paid by the Contractor.

ePlus Response: ePlus has experience in dealing with customers (including the Commonwealth of PA) that have this requirement. ePlus presents a \$0.00 amount for all orders that are FOB destination.

ePlus agrees to providing F.O.B. Destination on all standard orders. ePlus can also accommodate expedited and special shipping request for the agencies of the Commonwealth of PA. These special request may incur additional shipping and handling charges.

b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.

ePlus Response: Below are two different Packing slips. 1) via Cisco Directly 2) via Distribution. ePlus can meet the criteria above.

around this specific issue. We are aware of the potential issues around receiving multiple partial shipments

d.□ The Contractor shall ensure all incorrect shipments are corrected within ten (10) business days from the Commonwealth's report of a problem. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays.

ePlus Response: ePlus' Account Manager has numerous resources to resolve incorrect shipment issues. Such as a dedicated inside sales rep, OEM rep, distributor rep, and a shipping liason. All will work to resolve any shipment issue. We recognize the 10 day SLA and will work with the agency to resolve any issues.

Order Delivery: All orders for off-the-shelf networking equipment must be delivered within ten (10) business days or on the date agreed upon by both the Commonwealth and the Contractor. All orders for custom configured networking equipment must be delivered within twenty (20) business days or on the date agreed upon by both the Commonwealth and the Contractor. Calculation of delivery time does not include the day that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon, delivery must occur on the requested date.

ePlus Response: ePlus recognizes the Commonwealth of PA's requirement for this SLA. ePlus uses a number of distribution partners and in most cases also has the ability to order and ship direct from the manufacturer. Several of our distribution partners have warehouses in the PA and NJ region which often provides for delivery of equipment in as little as one to two days. During the quoting process, ePlus will give insight into estimated times of delivery.

J. Packaging: The Contractor shall securely and properly package the networking equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.

ePlus Response: All products are packaged for shipment, storage and clearly labeled based on commercially accepted practices. All containers and packaging will become and remain the property of the Commonwealth.

K. Literature: Upon request, the Contractor shall furnish literature, in hardcopy and/or softcopy format, to the Commonwealth for the networking equipment being offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

ePlus Response: OEMs will furnish literature in softcopy format to the Commonwealth including user manuals, price schedules, catalogs, descriptive brochures and cookbooks.

L. Americans with Disabilities Act: The Contractor shall be able to identify, if requested by the Commonwealth, any networking equipment being offered that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

ePlus Response: All network equipment includes a Command Line Interface (CLI), which is inherently 508 compliant (click on the link for details) because it is text based and relies on a keyboard for navigation. All functions and features can be configured and monitored through the CLI. All FortiGate models accept a wide variety of CLI clients that support Assistive Technology used by people who are blind or visually impaired.

M. Transportation and Delivery: All quotes must include the charges for packing, handling, freight, distribution and inside delivery. The Contractor, within 24 hours after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract.

ePlus Response: ePlus uses several distribution partners as well as going direct to OEMs for receipt of product. For all standard orders, product shipped into the Commonwealth of PA will not have any additional charges attached for freight. ePlus has the ability to accommodate expedited and special shipping request for the agencies of the Commonwealth of PA. These special request may incur additional shipping and handling charges and will be included as part of the quoting process.

ePlus understands that our order processing team will notify the end user within 24 hours of any potential delay of delivery. However, through the quoting process, ePlus will set the correct expectations of any possible delays in delivery that do not meet this contract's SLAs.

N. Customer Satisfaction: The Contractor shall initiate annual customer satisfaction surveys. The Commonwealth will determine the format and delivery mode of the survey.

ePlus Response: ePlus regularly surveys our customers for satisfaction. Below is an example of what we have sent in the recent past. These can be customized to conform the the Commonwealth's required format and method of delivery.



Copy of Professional Services Master

1. How would you rate the Account Manager's understanding and communication of the business value of the solution?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments

2. How would you rate the overall work ethic and professionalism of your Account Manager?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments



3. How would you rate the overall experience with your Account Manager?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments

4. How would you rate the overall management of the project by the Project Manager?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments

5. How would you rate the communications during the life of the project?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments



6. How would you rate the overall work ethic and professionalism of the Project Manager?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments

7. How would you rate the overall solution knowledge of the engineering team?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments

8. How would you rate the overall work ethic and professionalism of the engineering team?

- Outstanding Above Expectations As Expected Below Expectations
- Unacceptable N/A

Comments



9. How would you rate the overall engineering team experience?

Outstanding
 Above Expectations
 As Expected
 Below Expectations

Unacceptable
 N/A

Comments

10. Would you use ePlus again for additional opportunities?

Yes
 No

Comments

0. Warranty Service:

1. The Contractor shall honor the warranty specified by the OEM for all networking equipment being offered, at no additional cost to the Commonwealth.
2. The Contractor shall include the most recent software upgrades on networking equipment during the warranty period, at no additional cost to the Commonwealth.
3. The Contractor shall provide a central point of contact to address warranty service issues. The Contractor shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Contractor is the OEM.
4. The Contractor shall be capable of receiving service calls, or provide access to the OEM service support in accordance with the agreed upon maintenance and support agreement during a warranty period. The Contractor shall have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within Section R.
5. The Contractor may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Offeror.

ePlus Response: ePlus will honor / pass through all OEM/Manufacturers warranty. ePlus will include all of the latest software that the OEM provides for the specific SKUs.

ePlus Helpdesk / support capabilities

- Remote support for immediate help of user, Networking issues
- Seasoned, professional technical engineers use secure remote access tools to troubleshoot and fix issues
- Toll free, direct access to the Help Desk for existing tickets

- Tickets are prioritized and handled according to severity (how many people are affected, type of issue)
- Three tiers of support where issues can be escalated to senior engineers, if necessary
- Help Desk is available 24x7
- Immediate assistance – get help right away rather than waiting for on-site help
- Expert and courteous remote support – professional team with multiple levels of expertise
- Knowledge through extensive documentation – anyone can assist because we document all the critical information about your environment and past service reports are visible to all engineers

Client Benefits

- Capable engineers who can handle a myriad of issues – PC, desktop, network connectivity
- Support from certified technical staff located in the U.S., not in another country
- 20-point Quality Assurance – conversations are recorded and reviewed on a regular basis
- Quick response – our goal is to respond to all inbound requests in under 2 minutes and work the issue to resolution

ePlus has the ability to answer calls 24/7 and via enhanced SLAs, ePlus can provide via OEM's onsite 24/7 part replacement and technicians onsite.

P. Related Services: The Commonwealth will develop a statement of work (SOW) for related services utilizing **Appendix A - Statement of Work Template**, which will be attached to the associated purchase order. Services may include the following;

1. **Maintenance/Extended Warranty:** The Contractor shall, if requested by the Commonwealth, provide maintenance/extended warranty services for all networking equipment being offered. The Contractor shall provide a written quote for all maintenance/extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order. Maintenance/extended warranty services must meet Service Level Agreement requirements as specified in **Section VI.S**. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.

ePlus Response: ePlus is authorized to provide Maintenance/Extended Warranty for all Cisco product / software and or services. ePlus can provide 1, 2, 3, 4, and 5 year warranty options. Financing is available to provide balanced yearly budgets. Maintenance/Warranty can be procured in a variety of SLA options. All can be noted on the quote for reference.

Below is an example of the detail we send along with a quote for extending maintenance/warranty:

knowledge and skills to perform the essentials of cloud administration and operations. After completing this course you will be able to identify the components of the Cisco Cloud management software solution, understand the fundamentals of cloud infrastructure administration, describe reporting, charge-back and provision clouds using pre-configured templates and perform cloud management, monitoring and remediation.

CCNP

Implementing Cisco Data Center Unified Fabric (DCUFI) 5.0

This 5 day course will enable you to implement data center components such as the Cisco Nexus 7000 Series, the Cisco Nexus 5000 Series, the Cisco Nexus 1000V Series, the Cisco MDS, and the Cisco Nexus 2000 Series.

Implementing Cisco Data Center Unified Computing (DCUCI) 6.0

In this course, you will prepare for the Cisco CCNP Data Center Certification exam and for professional-level data center role. The focus of this skills-building course is on deploying, securing, operating, and maintaining the Cisco Unified Computing System (UCS) and UCS C-Series Rack Servers for use in data centers.

Implementing and Troubleshooting the Cisco Cloud Infrastructure (CLDINF) 1.1

This 5 day course is designed to help students prepare for the CCNP Cloud certification, a professional level certification specializing in Cloud technologies. This course is designed to provide students with the necessary knowledge and hands-on skills to implement and troubleshoot Cisco Cloud infrastructure. The students will gain hands-on experience configuring various cloud infrastructure components, such as Cisco Unified Computing System (UCS), Cisco UCS Director (UCSD), Cisco UCS Director Bare Metal Agent (BMA), Cisco MDS switches, Cisco Nexus 5500 Series switches, Cisco Nexus Cisco Nexus1000v, and Cisco Cloud Services Router (CSR). At the end of the course, students will be able to deploy ESXi hosts, provision VMs, and implement a variety of features such as vMotion and VXLANs.

Nexus 9000 & ACI

Design, Implementation & Automation of VXLAN Fabric Nexus 9000 & ACI (VXLAN) DN9KVACI

Join this session to learn how the Nexus 9000 VXLAN provides scalability, flexibility of workload placement within and between data centers and overcomes geographical boundaries. This course will provide the context for the VXLAN evolution, advanced features and its business benefits. Also learn how DevOps enables business agility through people, process, and tools. Learn how Cisco ACI/Nexus 9000 programmability can be leveraged to automate complex tasks and add business value today. This course will provide the context for the DevOps movement, its motivation, and business benefits. Moreover, we will explore the programmability features of Cisco ACI/Nexus 9000 including the use of API's, Python, Chef, and GitHub among other popular DevOps tools.

Configuring the Cisco Nexus 9000 in NX-OS Mode (C9KNX) 2.0

The course covers the overall architecture and operation of the Cisco Nexus 9000 Series Switches for data centers running in traditional or NX-OS mode. You will learn the hardware and software architecture of the Cisco Nexus 9000 Series data center switches, including the Cisco Nexus 9300 fixed-configuration and Cisco Nexus 9500 modular platforms. Also, you have the opportunity to explore the

programmability and automation features built into these devices, including, but not limited to, Python, Power On Auto Provisioning (POAP), shell access, and the NX-API interface. In addition, you will discover how to perform management, maintenance, and monitoring activities on Cisco Nexus 9000 Series switch platforms.

Configuring Cisco Nexus 9000 Switches in ACI mode (DCAC9K) 2.0

This course is designed for systems and field engineers who install and implement the Cisco Nexus 9000 Series Switches in Application Centric Infrastructure (ACI) mode. This course covers the key components and procedures you need to know to understand, configure, manage, and troubleshoot the Cisco Nexus 9000 Switch platform.

Configuring ACI in the Cisco Nexus Data Center 1

During this 3 day course you will learn the fundamental concepts that Cisco ACI and its operational elements are built on, and you explore in detail the hardware components used, namely the Cisco Nexus 9000 Series Switches, and the Cisco Application Policy Infrastructure Controller (APIC). You learn how to configure the various parts of the ACI environment to create a fully functional data center network based on this new technology. You will also study troubleshooting through specific exercises and learn how to migrate a traditional data center environment to Cisco ACI. This course combines lecture materials and hands-on labs throughout to make sure that you are able to successfully deploy, configure, maintain, and troubleshoot a Cisco ACI environment.

UCSD

UCSD with and without ACI (UCSD) UCSDACI

This 4 day hands-on course covers Design, Implementation, Operation, and Advanced Configuration of Cisco UCS Director in a Cisco Application Centric Infrastructure (ACI), and is designed to serve the needs of engineers seeking to understand the capabilities of UCS Director with ACI from a pre and post deployment perspective.

Advanced Big Data Analytics, Architecture, Management and Applications (ANDMA) 1.0

This course provides architectural designs and advanced hands on training on topics covering Scaling of cluster to thousands of nodes and management, Lambda architecture for streaming analytics, Data Life Cycle management with HDFS tiered storage, and different approaches for Multi-tenant Hadoop cluster deployments with Openstack, UCSD Express, or with MapR volumes and Work-load Automation topics concerning the deployment of Big Data clusters. It will cover the application and infrastructure architecture components for each use case with specific focus on Hadoop deployments. The training goes into details around UCSD Express end to end automation for big data. Also covers topics related with Best practices around Data Disaster Recovery as well as its security.

Enterprise Cloud Suite Essentials With Labs (ECSEFEL) 1.0

With this 4 day course you can implement automation in a modular approach to keep pace with your business priorities. This solution delivers complete business solutions to support development of current and next-generation solutions. A true self-service portal allows your end users to utilize business services with more control using Ordering and LifeCycle Management Capabilities.

Design, Implementation And Operation of Private And Hybrid Cloud Using CECS (OCCECS) ICECS4D

This 4 day hands-on course covers Design, Implementation, Operation, and Advanced Configuration of CECS components, and is designed to serve the needs of engineers seeking to understand the capabilities of enabling private and hybrid cloud.

Cisco ECS Essentials Field Engineer (ECSFE) 2.0

Your IT organization needs to continue innovating, growing, and delivering unique customer experiences and business solutions. With the Cisco Enterprise Cloud Suite, you can implement automation in a modular approach to keep pace with your business priorities. This solution delivers complete business solutions to support development of current and next-generation solutions. A true self-service portal allows your end users to utilize business services with more control using Ordering and LifeCycle Management Capabilities.

Cisco UCS Director Foundation (UCSDF) 5.4

This course is a hands-on course that enables participants to understand the different features of Cisco UCS Director software to manage Physical and Virtual Infrastructure elements. Participants will get a chance to explore Orchestration and Automation functions of Cisco UCS Director to effectively manage infrastructure and automate IT processes. Participants will get hands on experience to install and configure Cisco UCS Director software. In addition, participants will understand functionality around features such as Bare metal provisioning, Compute/Network/Storage Management, Orchestration, Cloupiascript, SSH and PowerShell Tasks, UCS Director Custom Tasks etc.

UCS

Cisco UCS Director Developer (UCSDD) 6.0

The Cisco UCS Director Developer course enables participants/organisations to build new business solutions for Infrastructure Management using Cisco UCS Director. In this course, participants will develop new integrations, connectors, reports, task libraries, and more, with UCS Director Software Developer Kits (SDK). Participants will develop skills to extend the functionality of UCS Director to add and manage infrastructure/devices that are not supported in the Out-Of-Box functionality of Cisco UCS Director.

DCUCI

Administering Cisco Data Center Unified Computing System (DCUCA) 1.0

In this 4-day instructor-led course, you will become experienced with the administration and troubleshooting of Cisco Unified Computing System (UCS) B-Series and C-Series platforms. Using real-world scenarios and examples, this course will explore all of the components of the UCS B-Series and C-Series solutions from a day to day administrative point of view. Learn C-Series standalone, C-Series under UCS Manager, B-Series administration, troubleshooting, and management tools used to support basic UCS and multi-cluster support with UCS Central.

FlexPod For Data Center Systems Administration (DCFSA) 1.0

In this 5-day instructor-led course, you will become experienced with the planning, design, and implementation of a FlexPod integrated platform that includes NetApp unified storage systems, Cisco Unified Computing System servers, Cisco Nexus fabric, and VMware vSphere virtualization platform.

Using real-world scenarios and examples, this course will explore all of the components of the FlexPod system and guide you through the installation, management, and troubleshooting of the platform as a whole, as well as all of the individual Cisco, NetApp, and VMware components.

Configuring Cisco Nexus 7000 Series Switches (DCNX7K) 3.1

This course is designed for systems and field engineers who install and implement Cisco Nexus 7000 Series Switches. It covers the key components and procedures that you need to know to configure, manage, and troubleshoot the Cisco Nexus 7000 Series Switch platform. Through hands-on labs using Cisco NX-OS Release 7.2, you will gain an understanding of the day-to-day operation of the switches, including key features and functions.

Cisco HyperFlex Operations and Management 1

This course describes the Cisco HyperFlex HX Data Platform. You learn about the platform's software-defined storage approach, including the architecture, components, operations, management, and troubleshooting the Cisco HyperFlex system. This is a lab-intensive course that introduces you to Cisco HyperFlex Systems™. You learn about the Cisco HyperFlex architecture, the components that make up the Cisco HyperFlex solution, how to install the Cisco HyperFlex components, how to do daily operations (consume/utilize) with the Cisco HyperFlex products, how to manage the Cisco HyperFlex environment, and how to monitor and troubleshoot common issues with the Cisco HyperFlex Systems.

OpenStack Courses

Design and Deployment of OpenStack with CEPH

This four-day instructor-led program is designed for storage administrators or cloud operators intending to integrate CEPH storage into their OpenStack environment. CEPH storage for OpenStack technologies provides an overview of the CEPH storage architecture and its deployment. This includes deploying the CEPH storage cluster (based on RADOS), the CEPH object gateway (based on RADOSGW), and the CEPH block device (based on RADOS Block Device, or RBD). This course also covers integration with Glance and Cinder in OpenStack platform and configuring CEPH storage as a replacement for Swift (integration with Keystone).

OpenStack Bootcamp

This three-day course provides an overview of OpenStack, and the open-source tools necessary for implementing a cloud operating system.

Consuming OpenStack – Clouds

This two-day class focuses on the use of an Infrastructure-as-a-Service cloud and the specific capabilities and functionality as made available via the OpenStack platform.

IaaS with ACI and OpenStack

This three-day course provides an overview of ACI, OpenStack and the open-source tools necessary for implementing a cloud operating system.

Advanced OpenStack Networking

This one-day class will delve into the internals of OpenStack networks, exposing the various models for connectivity from the virtual to the physical, and all means in-between.

Advanced OpenStack Bootcamp

This two-day course provides the next level of configuration and deployment tasks for those having attended the OpenStack Bootcamp. This course will cover advanced topics centered on several of the core OpenStack Components, along with hands-on labs to reinforce these topics.

OpenStack on UCS (UCSO)

This course provides detailed look at implementing OpenStack using hardware and software technologies from Cisco and Red Hat. This course will cover the building blocks of the solution (UCS, Nexus and Red Hat OSP7) and will include hands-on labs for configuration and operations.

3. Relocation of Networking Equipment: The Contractor shall relocate networking equipment, if requested by the Commonwealth.

ePlus Response: Please see the answer to the Design, Configuration, Installation question below.

4. Design, Configuration, and Installation: The Contractor shall design, configure, and install networking equipment, if requested by the Commonwealth.

ePlus Response:

ePlus Professional Services

Plan, Build, Support, and Optimize Your IT Infrastructure.

ePlus offers a comprehensive suite of lifecycle services, ePlus Service Advantage, to help you enhance productivity, reliability, and performance while keeping your operational costs under control. Our services expertise covers four main stages:

PLAN: We offer comprehensive assessment, planning, and design services, including Network Assessments, Security Posture Assessment Services, Data Center / Virtualization Assessments, Cloud Assessments, Collaboration/Voice/Video Assessments, and Project Management.

BUILD: When it's time to put the plan into action, ePlus has the breadth of expertise and experience you need to get the job done as quickly and efficiently as possible. Offerings include Project Management, Staging and Configuration Services, and Installation Services.

SUPPORT: Once it's all up and running, ePlus provides the post-implementation support you need—from documentation to initiation of support services and operations turnover. Offerings include Managed Services, Staff Augmentation Services, and OneSource IT Procurement Services.

OPTIMIZE: To get the best performance out of any new technology or implementation, ePlus goes back to your original plan, compares actual performance to your expectations, and fine-tunes where necessary. Offerings include Network and Security Performance, ePlus Leasing, and OneSource IT+.

To put the ePlus Service Advantage to work for your organization, contact me today. To learn more, read the ePlus Service Advantage brochure or visit www.eplus.com/services.

Assess, Plan, Build and Deploy your IT infrastructure

ePlus Professional Services and Assessments help our customers maximize value from their IT initiatives through a repeatable process that helps ensure consistency while enabling enhanced project collaboration. ePlus works with organizations on a wide range of IT projects of all sizes, including data center, virtualization, cloud computing, storage, network optimization, unified communications, security, and more. We maintain a clear focus on team leadership, customer advocacy, process and procedures, and a commitment to service in all of our engagements.

Key Benefits

- □ Enhance productivity and collaboration with centralized capability and delivery for project management, staging, configuration, installation, and deployment
- □ Take advantage of our project collaboration portal—and have the right information, online, in a hosted environment
- □ Benefit from broad expertise, proven experience, and partnerships with all major manufacturers to offer assessment capabilities across every critical discipline
- □ Reduce risk and provide insight into your IT environment with assessments for cloud, security, data center, collaboration, networking, storage, mobility, infrastructure, and more
- □ Improve productivity, profitability, and revenue growth while reducing operating costs

Project Management

Our Project Management Lifecycle Services Framework approach aligns specific roles to activities throughout the course of the engagement. We are involved in every step of the way, from project initiation to planning, design, implementation, and closeout.

Staging, Configuration, and Installation

ePlus offers packaged equipment staging services to prepare manufacturer hardware product(s) for installation and final configuration in your environment, including initial hardware assembly and basic testing, loading of manufacturer software, and/or the configurations you provide.

Assessments

Assessments are an efficient and cost-effective way to understand your environment and improve the reliability, scalability, performance, and security in your IT infrastructure. So you'll know if you're ready to support the next phase of your business.

Virtualize. Optimize. Transform.

IT leaders now play a crucial role in brokering innovation—from transforming operations to transforming operating models. Whether through legacy systems support or the transformative influence of cloud and software-defined data center (SDDC), our services-led approach is designed to help you choose and implement an agile architecture that is right for your business. We'll help you combine people, processes and technology to create positive change for your employees and customers with digital innovation.

- □ Through next-generation technologies, virtualization and best-of-breed server and storage infrastructure, we help you optimize your resources and lower your costs, so you can deliver the business outcomes you seek
- □ We're experts in the most critical data center technologies that run your business—systems management, backup and recovery, business continuity, and cloud infrastructures—with services to help optimize, secure, and transform your current environment
- □ From envisioning, to discovery and assessments, design, and migration and deployment, we'll help you create a customized roadmap to support your cloud strategy
- □ ePlus enables your hybrid cloud environment through orchestration and management, assessments to determine which workloads are most suitable for public cloud, and migration between cloud infrastructure services
- □ Our customers trust us to manage all aspects of their data centers and cloud solutions through our Managed Services capabilities
- □ Strong partnerships with the industry's leading vendors combined with our engineering expertise makes us the best partner to address your data center needs today—and position you to capitalize on evolving cloud capabilities

Security

Secure Your Brand with ePlus

At ePlus, we believe security is a brand issue. We want to change the conversation to focus security squarely on risk management—to better protect the brand and enable positive business outcomes. Our deep technology and engineering experience across the entire IT infrastructure uniquely positions us to view security holistically—with a unified approach to securing data in motion and at rest—that spans today's private, hybrid, virtualized, and cloud-based technologies.

Strategy and Risk Management

- □ ePlus pairs advisory services with assessments to help develop a stronger risk management framework and security program to protect your organization's valuable data and improve your security posture.

Plan, Build, Support, and Optimize Your Security Program

- □ Every company needs a plan that helps it think holistically about cyber security. This plan, or a security program as it is called by information security professionals, should include designated security leadership and resources, risk assessment, policies and procedures, regulatory standards compliance, and an audit compliance plan. ePlus Strategy and Risk Management pairs advisory services with assessments to help clients build successful security programs that protect valuable data, improve security posture, and secure the brand.
- □ Develop a security management framework and operational strategy to improve your current security posture, both on the perimeter and inside the data center
- □ Develop policies, standards, and guidelines that treat security as continuous risk management, not a stop/start engagement
- □ Fill resource gaps for program leadership with Virtual CISO—a seasoned security executive with hands-on technical expertise to evaluate and help drive your security program

- Better assess risk and protect your security posture via standards-based assessments, security reviews, and customized roadmaps
- Address operational inefficiencies by consolidating the multitude of security point solutions
- Choose flexible security program models delivered As a Service that provide financial flexibility to meet your budget

Mobility and Collaboration

Drive Engagement Anywhere, on Any Device

Smartphones, tablets, and other devices have changed the way we communicate and work. Video, voice, and collaboration applications are shrinking the distance between people and productivity. At ePlus, we help clients take advantage of today’s advances in mobility and collaboration technologies to craft business solutions that create customer experiences, employee engagement, and productive workplaces. From BYOD to guest Wi-Fi to Web and video conferencing, ePlus offers cost-effective, secure solutions that maximize existing investments and solve business problems.

- Seamlessly connect across devices and platforms to unlock performance and improve business processes
- Create new channels for customer interactions across messaging, video, social media, email, and guest Wi-Fi
- Provide a unified, secure, and virtualized IP voice infrastructure that connects colleagues, partners, and customers in real time—regardless of location, network, or time of day
- Shrink distances and increase human connection with video and conferencing technology that is secure and sustainable
- Promote an ongoing dialogue among team members by providing a collaborative forum for conversations
- Choose flexible ‘As a Service’ options for today’s most popular collaboration and communications solutions

Q. Service Level Agreements (SLAs) and Liquidated Damages (LDs). The following SLAs and LDs apply to the Contractor’s performance with each individual agency. The Contractor shall reimburse the Commonwealth within 45 days of the missed SLA. The Contractor shall pay the LDs by deducting the amount from invoices submitted under this Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

Office of Comptroller Operations
 Revenue & Cash Management
 555 Walnut St., 9th Floor
 Harrisburg PA 17101-1925

The Contractor shall attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

Requirement	Service Level Agreements	Liquidated Damages
Delivery of off-the-shelf networking equipment.	Within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Delivery of custom configured networking equipment.	Within twenty (20) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Incorrect shipment to the Commonwealth.	Corrected within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Fix-time (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the networking equipment is returned to full and complete working order during the original warranty period).	Resolve at least 95% of the trouble tickets submitted by the Commonwealth, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted, or on a date and time agreed to by the Commonwealth.	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
The Contractor shall provide the Commonwealth with monthly reports detailing service level metrics, response/fix-time metrics, and the status of outstanding issues.	The reports shall be provided to the Commonwealth no later than ten (10) business days after the end of the month.	If the Contractor fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

Agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section R. If an agency chooses to procure options for maintenance and support outside of the SLAs and LDs mentioned above, it will be the agency's responsibly to document the agreed upon SLAs and LDs as part of an SOW or Quote that must be attached to the purchase order.

ePlus Response: ePlus recognizes the Commonwealth Agencies have the right to modify standard SLAs at time of Purchase Orders. ePlus will notify customer of any pending issues such as availability of products.

R. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

- a. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
- b. Identified essential business functions and key employees (within your organization) necessary to carry them out
- c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

ePlus Response: ePlus does not anticipate a crisis would impact our operations. ePlus has multiple systems, personnel, and offices spread throughout the world. ePlus has an emergency preparedness plan. As a publicly traded company, our stakeholders are assured of our contingency plans. However, due to sensitive nature of such a plan, ePlus requires a Non-disclosure Agreement to be in place to view. Our plan addresses a pandemic situation as well as most medical and emergency circumstances.

- ePlus issues quarterly training around our Business Continuity Procedures. New versions of our procedures are readily available through our internal intranet site.
- ePlus has multiple Business Continuity Teams to carry out essential functions
- ePlus has an Infectious Disease Plan in the event of illness incapacitating key employees.
- ePlus can shift workloads to different regions throughout the United States. Every employee can carry out essential functions through remote access.
- ePlus has a third-party communication system to alert and communicate with staff and suppliers if our primary communications systems are overloaded or otherwise fail.
- ePlus conducts Business Continuity Risk Assessments, by department, on a quarterly basis. Each department will communicate their plan on a semi-annual basis and conduct “table-top” tests to ensure accuracy of plans. We currently do not use a third-party to test our plan.

VIII. Reports and Project Control.

- A. **IT Service Management.** Offeror shall describe its service management methodology its uses to deliver service to its customers. Identify any industry best practices or standards its service management methodology is based. IT Service management shall include strategic approach directed by policies and incorporated in processes and supporting procedures that are performed to plan, deliver, operate, control, and improve IT services offered to customers. Offeror shall describe tools used for service management to include any integration of automated tools. Offeror shall include as part of its proposal any service management plan(s) which will be utilized to deliver, operate, control, and improve the services as described in this RFP.

ePlus Response:

ePlus Project Management Methodology

ePlus works with organizations on a wide range of IT projects of all sizes, including data center, virtualization, cloud computing, storage, network optimization, unified communications, security, and more. Our Project Management methodology helps our customers maximize the value from their IT initiatives through a repeatable process that helps ensure consistency while enabling enhanced project collaboration.

We utilize a Project Management Lifecycle Services Framework approach, aligning specific roles to activities throughout the course of the engagement. This framework is based upon over twenty years of experience designing and implementing information technology solutions for our customers. We are involved in every step of the way, from project initiation to planning, design, implementation, and closeout. Our Project Management Lifecycle is comprised of five phases as shown in Figure 1:

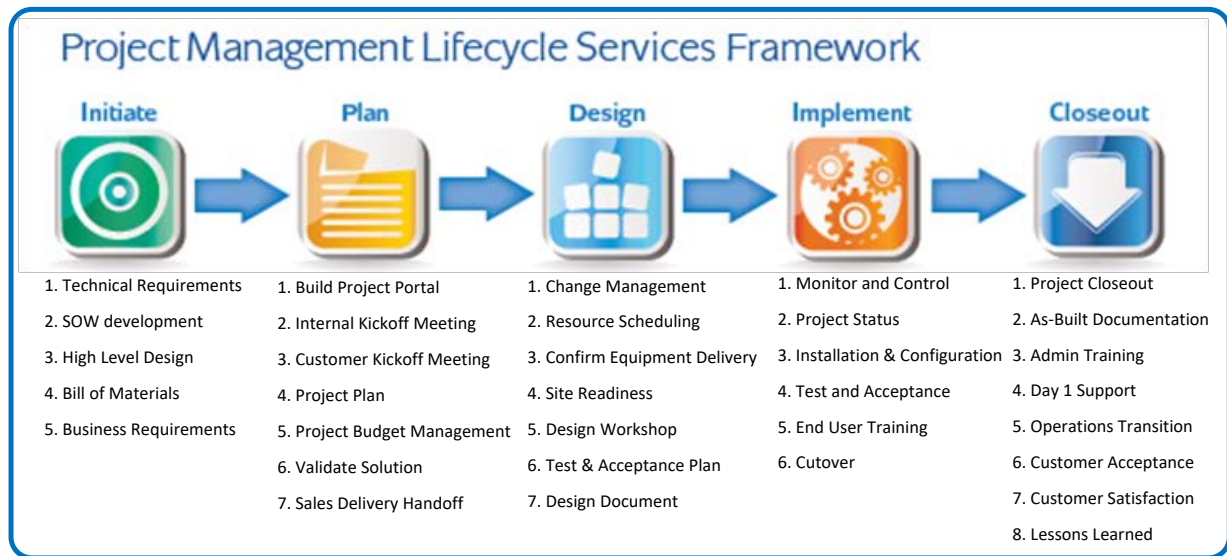



Figure 1 – ePlus Project Management Lifecycle

Each Phase includes the tasks necessary to ensure successful project completion. Some tasks do not apply to all projects; however, there are certain key steps that are critical path elements which ePlus simply does not skip. Specific tasks for this project will be identified in the Statement of Work and project plan deliverable.

The following is a description of the five phases in ePlus Technology’s Project Management Methodology:

 During the Initiate Phase the ePlus account manager and solution architect will interview strategic customer stakeholder(s) to gain a sufficient understanding of the customer’s business objectives and technical requirements, as well as any critical success factors and constraints. Stakeholder interviews routinely include the division heads for each functional area of the organization as well as the customer’s IT, applications and communications groups as appropriate. The purpose of the initial interviews is for ePlus Technology to obtain an in-depth understanding of the IT and communications requirements of each business unit. Based on these findings ePlus will develop a detailed definition of the customer’s requirements and recommend a

solution. The deliverables from the Initiate Phase include a high level design, bill of materials, statement of work, resource requirements and cost estimate.



During the Plan Phase the ePlus Technology Account Manager, Pre-Sales Engineer, Project Manager and Lead Engineer will hold a formal kick-off meeting with the customer. During the kick-off meeting the following objectives are met: 1) introduction of the project team and review roles and responsibilities for both ePlus Technology and customer personnel; 2) verification of the project objectives and scope of work; 3) review of ePlus Technology's project management methodology and technical approach; 4) review project deliverables and key milestones; 5) review the project schedule and overall timelines; 6) review project acceptance criteria and change management procedures; and 7) create the project communications plan including schedule and frequency for project status meetings and progress reports.

Major milestones of this phase include an internal PMO kick-off meeting, formal customer project kick-off meeting, site visit(s) and survey(s) as needed, detailed planning workshop, validation of the Bill of Materials, validation of the technical solution, and preparation of a detailed project plan.

The primary deliverable from the Plan Phase is a detailed project plan which will reference a detailed Work Breakdown Structure (WBS) itemizing the tasks necessary to implement the solution. ePlus Technology will leverage past successful implementation methodologies when defining the tasks and sequences for the customer's implementation and deployment plan.



During the design phase ePlus Technology conducts a design workshop and develops a detailed system or network design. The design document can be used as a living tool to document the system/network post-installation and will ultimately become part of the as-built documentation.

In addition to the design activity, the following work is accomplished during the Design Phase:

It will be identified what, if any, customer supplied information (such as network drawings, configuration information, references and standards documentation, floor plans, etc.) may be required from the customer.

ePlus Technology will generate a Test and Acceptance Plan to be used to test and verify the functionality of the solution as implemented during the Implementation Phase of the project.

ePlus Technology will perform a site readiness assessment of the customer's facilities, wiring closets, networks, etc. Key items such as rack space, UPS power and cabling will be examined and a gap analysis and remediation plan will be created.

A training plan will be developed and reviewed as required by the project statement of work. A Risk Management report is developed and submitted.

Major milestones of this phase are primarily concerned with the generation, delivery, and receipt of customer approval for the detailed design document, and test and acceptance plan.

Implement



This phase involves implementing the solution as defined in the Planning Phase's implementation and deployment plan. The final design is first reviewed one last time with the customer and an implementation logistics meeting is held to delineate the installation process. During this meeting, a final overview of the deployment plan is conducted. Customer responsibilities are verified and final site readiness is confirmed prior to the start of installation. Equipment is rack mounted, and power-on self tests are executed.

Modules and upgrade/add-on items are installed and operating systems are brought up to the most currently recommended revision levels. Underlying network operations are initiated and configured (such as spanning tree, VLANs, etc.). Prior to cut over the approved test and acceptance plan is executed and training of end users is performed as required. Finally, cut-over activities are instituted in accordance with the approved implementation and deployment plan.

Major milestones of this phase include the deployment schedule review, equipment installation and configuration, customer witnessed test and acceptance, end user training and cut-over activities.

Closeout



This final phase involves closing out the project. During this phase a project close out meeting is held with the customer. During this meeting the following objectives are met: 1.) ePlus Technology delivers the final data deliverables package to the customer reflecting the as-built system and containing the final versions of all documentation generated during execution of the project; 2.) Operational transition procedures and a review of the post-installation support and maintenance procedures is reviewed with the customer; 3.) Formal customer acceptance and sign off on the completed statement of work is requested; and 4.) The final step in this phase is the execution of a customer satisfaction survey and documentation of any lessons learned.

Major milestones of this phase include the project close out meeting, operational transition, submission of as-built data package, formal customer acceptance of the statement of work and delivery of the customer satisfaction survey results and lessons learned.

ePlus Project Collaboration Portal

ePlus offers a custom-designed portal to provide online project collaboration— all within a single project management framework. Built by ePlus using Microsoft SharePoint technology, the Project Collaboration Portal provides ePlus project teams and their customers with the right information, online, in a hosted environment. And this invaluable resource tool is provided FREE as part of the project deliverables.

Take advantage of our online project collaboration portal—and have the right information, online, in a hosted environment. Benefits include:

- Immediate access to key project assets and information
- Performance measurement and metrics
- Fast decision making through intuitive visual dashboards
- Collaborative problem solving
- Clear and timely communication with project members, customers, management, and others

Summary

ePlus maintains a clear focus on team leadership, customer advocacy, process and procedures, and commitment to service. Our customers gain many benefits from this approach, including:

- □ Quality assurance built into the delivery of every project
- □ Accelerated migrations
- □ Reduced risk, cycle time and risk of failure
- □ Increased efficiency and productivity



B. Monthly Reports: The Contractor shall provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Department of General Services, Bureau of IT Procurement. The Contractor shall utilize **Appendix B – Monthly Report Template**. A monthly report shall consist of, and include at a minimum:

1. Ordering and delivery report of networking equipment purchases which includes, at a minimum: Agency Information, Networking Equipment Information, Order Information, Shipment and Delivery Information and Invoice Information.
2. Problem and response report which includes, at a minimum: Agency Information, Networking Equipment Information and Problem/Response Information.
3. Service level report which includes, at a minimum: Agency Information. Off-the-shelf SLA computation, Custom SLA computation, Incorrect Shipment Correction SLA computation and Fix-time SLA computation.
4. Outstanding issues report which includes, at a minimum: Requestor Information and Outstanding Issue Summary.

The monthly reports shall include all activity by the Commonwealth, as well as for any external procurement activity by other state entities.

The Contractor shall provide monthly reports to the Commonwealth no later than ten (10) business days after the end of the month.

ePlus Response: ePlus can meet all the requirements listed above. Our internal reporting features can extract all the pertinent info the Commonwealth of PA requires.

Below is an example of a report ePlus has provided for the Commonwealth of PA that was required from a previous contract.

C. Additional Reports: Additional reports may be added, or removed, by the Commonwealth at any time.
ePlus Response: ePlus can also provide ad hoc reports that the Commonwealth of PA may require.



LETTER FOR CHANNEL PURCHASING

Date: March 22, 2018

To: ePlus Technonology Inc.
13595 Dulles Technology Drive
Herndon, VA 20171-3413

**Bid Number
or Project
Name:** _____

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, ePlus Technology, Inc. is a Gold certified Cisco channel partner and that Cisco and ePlus Technology, Inc. have entered into an agreement for the purchase and resale of Cisco Products and/or Services (the "**Agreement**").

This means that ePlus Technology, Inc. has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in USA as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Furthermore, ePlus Technology, Inc. is specialized in the following Cisco technologies:

- MASTER CLOUD BUILDER SPECIALIZATION ;
- MASTER SECURITY SPECIALIZATION ;
- ADVANCED SP ARCHITECTURE SPECIALIZATION ;
- ADVANCED IOT - CONNECTED SAFETY AND SECURITY SPECIALIZATION ;
- MASTER COLLABORATION SPECIALIZATION ;
- ADVANCED UNIFIED COMPUTING TECHNOLOGY SPECIALIZATION ;
- ADVANCED SECURITY ARCHITECTURE SPECIALIZATION ;
- ADVANCED COLLABORATION ARCHITECTURE SPECIALIZATION ;
- ADVANCED DATA CENTER ARCHITECTURE SPECIALIZATION ;
- ADVANCED ENTERPRISE NETWORKS ARCHITECTURE SPECIALIZATION ;
- EXPRESS SPECIALIZATION ;
- ADOPTION SERVICES SUPPORT ;
- EA COLLAB - CUST COLLAB ;
- AUTHORIZED SECURITY INCUMBENCY RENEWALS ;

- BUYING MODELS COMMERCE CERTIFICATION ;
- EA C1 - DC COMPUTE DC NETWORK SUITES ;
- EA C1 - ACCESS WIRELESS SWITCHING WAN ;
- ATP - UNIFIED CONTACT CENTER ENTERPRISE ;
- ATP - CISCO TELEPRESENCE VIDEO MASTER ;
- EA C1 - ENTERPRISE CLOUD SUITES ;
- EA COLLAB - UC TP PC ;
- SAAS SIMPLE RESALE ;
- MERAKEI CONFIRMED PARTNER ;
- CISCO OPEN STACK PRIVATE CLOUD ;
- CISCO POWERED MANAGED SECURITY ;
- CISCO POWERED MPLS VPN ;
- MANAGED SERVICES RESELLER ;
- CLOUD SERVICES RESELLER ;
- CISCO POWERED MANAGED BUSINESS COMMUNICATIONS - BC ;
- CLOUD AND MANAGED SERVICES MASTER ;
- LIFECYCLE ADVISOR FOR CISCO SECURITY ;
- LIFECYCLE ADVISOR FOR ENTERPRISE NETWORKING LIFECYCLE ADVISOR ;
- LIFECYCLE ADVISOR FOR ENTERPRISE AGREEMENTS ;
- LIFECYCLE ADVISOR FOR CISCO COLLABORATION ;
- GPN RESALE HOST ;
- UNIFIED WORKSPACE WITH CITRIX ;
- CISCO DESKTOP VIRTUALIZATION WITH CITRIX XEN DESKTOP ;
- US FEDERAL AUTHORIZATION ;
- CISCO PARTNER ECOSYSTEM ;
- ACCELERATED TELEPRESENCE TRY AND BUY ;
- CISCO MEETING SERVER FORMERLY ACANO ;
- UCS CAPACITY ASSURANCE-TRY AND BUY ;

- CISCO CERTIFIED REFURBISHED EQUIPMENT ;
- REGULAR TRY AND BUY; and
- GOLD CERTIFIED PARTNER

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. [This information is accurate as of the date appearing at the top of this certificate.][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 Dave Wooster at dawooste@cisco.com.



Phil Lozano, Director, Finance

Cisco Systems, Inc.



Confirmation of Authorized Reseller

Date: June 25, 2018

Fortinet, Inc. operates through a channel of independent distributors and resellers. Therefore, Fortinet hereby confirms that: ePlus Technology

Having its registered place of business at:

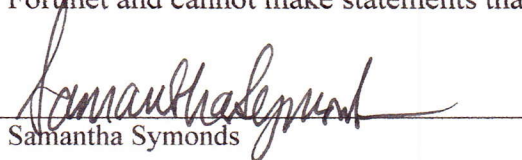
13595 Dulles Technology Dr, Herndon, VA 20171, United States;

is currently an Authorized FortiPartner and is currently authorized throughout US to sell Fortinet products with the status of a National partner.

This certificate is issued as of the date shown above, and is valid for 180 days from this date.

This certificate is subject to the FortiPartner maintaining its FortiPartner Agreement with Fortinet and to Fortinet's FortiPartner guidelines. Fortinet's partner program and its guidelines are available for review at http://www.fortinet.com/partners/partner_program/fpp.html.

Notwithstanding anything to the contrary herein, authorized FortiPartners do not represent Fortinet and cannot make statements that are binding on behalf of Fortinet.



Samantha Symonds
VP of Legal, Americas

FORTINET, INC.
899 Kifer Road
Sunnyvale, CA 94086

Telephone: +1-866-868-3678
Email: sales@fortinet.com
Website: www.fortinet.com

Date: June 26, 2018

Requestor: Commonwealth of PA Networking Equipment RFP

To Whom It May Concern:

Juniper Networks is very pleased to confirm that the following partner is currently authorized by Juniper Networks to resell Juniper Networks products, training services and support and maintenance contracts to end-user customers for the Commonwealth of PA Networking Equipment RFP, as specified below:

Partner Name: EPLUS TECHNOLOGY, INC.

Partner Level: Elite

Partner Territory: USA

Product Authorizations: Security, Switching, Routing

Service Specializations/Certifications: Professional Services, Support Services

If you have any questions regarding this partnership, please don't hesitate to contact:

David Palmer
Sr. Partner Account Manager
M 917-576-1291
dpalmer@juniper.net

Sincerely,



Christian Alvarez
Sr. Director Partner Sales
Juniper Networks (US), Inc.



Lead Technical Architect

Brian S. Adelson

Brian is a Lead Technical Architect with ePlus that works with customers to identify and design solutions that fit each the customers specific business needs. Brian has been working in the Information Technology industry for over 23 years, with a focus on Networking for over 20 of those.

Brian's career in IT has ranged from working at a ISP and building a Nationwide backbone for Internet connectivity, to deploying IP telephony systems utilizing Nortel, Avaya and Cisco Communications Manager. Recently Brian has focused on Routing and Switching technologies for many large scale deployments as it relates to WAN/LAN and Datacenter implementations.

Professional Knowledge

Brian has led and implemented many large-scale projects that included the design and implementation of multi-site solutions that utilized various technologies.

Technology:

- Routing and Switching
 - MPLS
 - VRF-Lite
 - BGP
 - OSPF/EIGRP
 - Multicast
 - QoS
- VMware vSphere
- Nexus Switching and Datacenter Design
- ACI Network Design/Implementation
- Programmability and Automation technologies

Major Project Highlights

- MPLS Design and implementation for a National sports company that utilized the connectivity for transporting live television content from coast to coast
- National retail deployments and rollouts for multiple customers. Designed and implemented the LAN and WAN for each customer, which also included an automated provisioning system to ensure QA standards for equipment being configured.
- Led a team of engineers for multiple large scale Datacenter assessments to highlight and determine modifications necessary to increase the performance of some Active/Active datacenters.
- Large Datacenter ACI implementation and automation at a Large Healthcare provider
- Large Nexus implementation and migration at a regional healthcare provider

Certifications

- CCIE #41086 (R&S) – Cisco Certified Internetwork Expert
- CCIP – Cisco Certified Internet Professional
- CCDP – Cisco Certified Design Professional
- CCNA – Voice – Cisco Certified Network Associate – Voice
- CCNA – Security – Cisco Certified Network Associate – Security
- Cisco Advanced Data Center Networking Infrastructure Support Specialist
- Cisco Data Center UF Support Specialist
- Cisco Unified Fabric Technology Support Specialist

Bradley Filipovich

12 Teaberry Drive, Carlisle, PA 17015
(717) 599.2905 email:filipovichbrad@gmail.com

Summary:

I am a fourteen year technical sales professional specializing in consultative and relationship based sales to key accounts and new prospects with a talent to analyze opportunities and create, deliver and execute creative sales strategies to drive business results, develop accounts, expand market share and foster strong business ethics.

Work Summary:

ePlus Technology, Camp Hill, PA,

April 2013-Current

Account Executive-PA SLED

- Grew revenue and territory by triple digits in a twelve month time span.
- Excellence in penetrating and delivering new solution sets to State and Local Government accounts.
- Averaged year over year revenue and profit margin increases.
- Leverage strong business partner relationships to grow sales and revenue in strategic products.
- Excellence in showing value of products and services to end users through a mixture of consultative and technical acumen.
- Responsible for coordinating key trade shows including presentations and key vendor inclusion.
- Responsible for contributing to successful vendor-VAR relationships including marketing programs and sales blitzes on featured technologies.
- Create marketing and sales campaigns with business partners, inside sales and management.
- Dynamic presenter with the ability to present and provide effective presentations.

Vector Resources, Inc, Harrisburg, PA,

September 2012 –April 2013

Senior Account Executive, East Coast

- Responsible for creating a successful new territory (Eastern US) for a successful West Coast organization.
- Deliver new sales strategies to foster both brand recognition and build trusted advisor status.
- Work and manage a team of three to grow territory, increase revenue and expand and acquire relationships with business partners and manufacturer representatives.
- Responsible for contract management and fulfillment at the state and national level.

integraONE, Camp Hill, PA,

May 2010 –September 2012

Account Executive/Business Development Manager (Acquired Classic Networking)

CONFIDENTIAL

- Grew integraONE's client base by prospecting and delivering new accounts in Western PA, New York and Maryland.
- Awarded merits for creating, delivering and presenting seminars on information technology solutions to higher education clients and prospects leading to 30 to 40 new customers per year.
- Created executive level relationships with officials in the Higher Education space to highlight integraONE's products, services and solutions resulting in increased client referrals and new business for integraONE.
- Recognized by integraONE management for overwhelming customer satisfaction acquired via consultative selling strategy.
- Have met or exceeded quota throughout sales career.
- Responsible for contributing to successful vendor-VAR relationships including marketing programs and sales blitzes on featured technologies.
- Achieved over \$500,000.00 margin for fiscal year 2011.

Classic Networking, Inc, Mechanicsburg, PA, November 2004-May 2010

Regional Sales Manager

- Grew client list from 10 higher education accounts to installed base of 65 higher education clients resulting in 50% year over year growth for the company.
- Helped to grow company from \$1 Million to \$4 Million in revenue over 2 year period.
- Conducted quarterly presentations and events to established customer base to demonstrate Classic Networking's core products and solutions, resulting in \$200,000.00 net new sales per year.
- Presented at several trade shows on Information Technology Security Best Practices.
- Managed and exceeded pipeline calculations throughout Eastern seaboard while reducing capital expenses via lunch and learns, large group presentations and teleconference practices.

Transfer Technology, Harrisburg, PA, June 1998-November 2004

Systems Administrator/Team Lead

- While managing Tier III Helpdesk, received accolades from Governor's Administration Office for "Providing Exceptional Customer Service".
- Long term consultant and team lead to state of PA's largest agency, Public Welfare.
- First contractor to manage a team of 11 state employees.
- Responsible for IT operational efficiency for 11,000 end users.
- Commended by PA state government for "Outstanding Achievement in IT Initiatives"

Vanstar Corporation, Pleasanton, CA June 1995-June 1998

Network Engineer/Consultant

- Consultant to two Fortune 100 companies.
- Responsible for envisioning, architecting and implementing Windows 95 training room and creating learning curriculum for ALCOA management staff.
- Responsible for 99.999 uptime of systems and support for ALCOA.
- Team lead in converting 700 AMP customer service representatives from green screen terminals to Windows 95 workstations and educating end users on proper policy and best practices.

Education:

CONFIDENTIAL

University of Pittsburgh, BA History, 1995

Sales Certifications:

Cisco Sales Expert, HP Accredited Sales Specialist, VMWare Product Specialist, Sales Certification Lightspeed Systems, Barracuda Product Specialist, Sonicwall Certified, Bradford Networks Accredited Sale Professional, Nimble Storage Specialist as well as many others.

References in the form of customers, business partners, professional and personal peers freely available upon request.

CONFIDENTIAL

Professional

Brian is a data center, storage and cloud-focused Solutions Architect on the PA/NJ Presales Engineering Team. Brian has architected many enterprise-class storage and backup solutions including both on premise and cloud-based solutions. Brian has assisted in many cloud workshops to enable our customers in their journey to the cloud. Brian focuses on assessment-led solutions working with our customers to collaboratively arrive at the best solution to fit their needs.

Selected Areas of Expertise:

- Storage: NetApp, Pure, Dell/EMC, HPE, IBM, Nimble
- Backup Hardware: Data Domain, Quantum, Barracuda
- Backup Software: Commvault, Symantec, EMC, Veeam
- Hypervisors: VMware & Citrix
- Computing: Cisco UCS, HPE Proliant and Synergy Platforms, Dell, IBM
- HyperConverged Solutions: Nutanix, Cisco Hyperflex, NetApp HCI, HPE Simplivity

Certifications:

- Netapp Solutions Architect
- Pure Storage Accreditation
- EMC SE Accreditation
- Commvault Simpana Cert
- App Dynamics Certified

Data Center Architect



Brian Neff

Brian is a Data Center Architect with ePlus focusing on enterprise data storage, backup, compute, virtualization and cloud solutions. Before joining ePlus, Brian worked with a major storage OEM focusing on Data Center solutions for Enterprise and mid-market accounts. Brian has a background in both sales and engineering in both the Commercial/Enterprise and Government & Education sectors. Over his 22 year career, Brian found his true passion in systems engineering, evolving from a sales-focus to an architectural engineering focus. Brian leverages his vast customer and project experience to bring best-in-class and fully-integrated solutions to our customers. While at ePlus, Brian has been involved in projects ranging from primary storage refreshes, disaster recovery designs, backup designs and VDI deployments.

Major Project Highlights

- Worked with a local County Government to assist them with a complete refresh of their production storage, deployment of a new server platform as well as an infrastructure refresh to support their significant virtual environment. Assessed the current environment, sized for future growth and expansion, worked with our infrastructure team to design the new fully integrated solution, and collaborated during the deployment.
- Assisted a large manufacturer in their enhancement of their existing storage by front ending the storage with a Unified Storage Gateway to extend the useful life of the solution. It took over the storage solution and applied new technology to it such as de-duplication and thin provisioning allowing the customer to grow without replacing the asset.
- Worked with a school district to refresh their network and storage solution to prepare for a large VDI deployment. Performed a virtual desktop readiness assessment to identify the desktop performance requirements and then sized the servers, infrastructure and storage appropriately. Worked to ensure proper performance and that this deployment fit into the district's backup plan.

Professional Knowledge

Dan has led many large-scale projects that include the design and implementation of multi-site Collaboration and Audio-Video IP-based communication systems.

Technical Area

Cisco Collaboration:

- ✚ Unified Communications Manager
- ✚ Unity Connection
- ✚ IM & Presence
- ✚ Expressway – B2B/MRA/Hybrid
- ✚ Telepresence Management Suite
- ✚ Cisco Meeting Server
- ✚ Webex Board, Webex Room Kits, SX Series

Microsoft Collaboration:

- ✚ Skype For Business 2016
- ✚ Microsoft Surface Hub
- ✚ Office 365 – On Premise/Hybrid/Cloud

Polycom Collaboration:

- ✚ On Premise, Cloud, Hybrid Infrastructure
- ✚ Polycom VSX/HDX/Group Series Endpoints
- ✚ Polycom VoIP Telephony Phones
- ✚ Skype for business Room Solutions
- ✚ Polycom Real Presence Clarity Bridging
- ✚ Polycom Real Connect Interoperability services

Certifications

- CTS – Certified Technology Specialist
- TSA – Cisco Telepresence Sales Associate
- TCE – Cisco Telepresence Certified Expert
- CCNA – Cisco Collaboration
- Extron Control Professional
- Extron DSP Professional
- Microsoft Certified Professional
- Polycom Infrastructure/Endpoints

Daniel J Hoelzle

Senior Solutions Architect



Dan Hoelzle is a Senior Solutions Architect who possess over 24 years' experience in the IT industry with a primary focus on the collaboration space. Starting as a PC technician and Video Conferencing engineer in the late 90s, Dan moved on to implementing and managing Nortel, Avaya, Mitel, ShoreTel and Cisco-based traditional PBX and IP-based phone systems. Dan has an extensive background in design, deployment, certification, and training on comprehensive collaboration and audio-visual solutions in across the public and private sectors with specific vertical focus around healthcare, K-12 school districts, higher education and utilities.

Major Project Highlights

- ❖ Design and implementation of multi-site audio-visual conference rooms for multiple Gov/Ed and Commercial accounts including Fortune 500 customers.
- ❖ Team and project leadership for the design and implementation of global collaboration and video infrastructure projects spanning North America, Europe, and Asia.
- ❖ Design and implementation of large-scale audio-visual conference experience with displays ranging from 65" – 90", a 'video wall' of nine displays and a 103" display in the executive boardroom creating a consistent look and feel throughout the organization.

Professional Knowledge

Joe has knowledge in numerous solution arenas. His background is primarily aligned with Cisco and has experience in the Enterprise, Service Provider, Managed Services Provider, and Partner verticals.

Unified Communications

- Cisco Unified Communications Manager
- Cisco Unity Connection
- Cisco Unified Contact Center Express
- Cisco WebEx
- SingleWire InformaCast

Routing & Switching

- Cisco ISR
- Cisco Catalyst & Nexus

DC Compute / Virtualization

- Cisco UCS B/C
- VMware vSphere/vCenter

Certifications

- Cisco Certified Internetworking Expert (CCIE) #24342
- Cisco CCNA R/S

Senior Solutions Architect

Joe Cooke



Joe Cooke is an architect with ePlus for over 9 years and has over 20 years of experience in the realm of Information Technology. Joe focuses on designing & implementing solutions that meet customer technical requirements and business objectives.

He has comprehensive knowledge and experience with Cisco networking equipment, Cisco Unified Communications, and datacenter computing & virtualization and offers excellent troubleshooting and communication skills. He works with all business sizes and business verticals keeping in mind their main drivers and requirements. Joe is able to communicate and explain complex solutions to all levels of an organization from a network engineer to a CIO.

Major Project Highlights

- Large Healthcare Organization in Pennsylvania
 - Unified Communications design for rollout of 25,000 endpoints across 100+ sites
- Medical College
 - Design & Implementation of new Cisco UC environment to replace their legacy Nortel environment
 - Consolidation of multiple callcenters to a centralized callcenter model to increase patient satisfaction and efficiencies
- Retirement/Financial Services Organization
 - Designed a new Cisco-based solution set for Unified Communications, networking, and WAN environment for a 15-site company across the United States

Nick D'Archangelo has been in the industry for over 24 years with 100% State & Local Government and Education focus for the last 20 years while at ePlus. Mr. D'Archangelo has moved up through the company holding positions as Account Executive, Team Leader, Director of Sales, RVP – SLED Mid-Atlantic and VP SLED Business Development. As the Vice President of SLED Business Development for ePlus, he is responsible for the growth and development of the National SLED Team across the US, goaled to develop a team of technology consultants/sales professionals that are knowledgeable about the industry's latest trends and apply them to meet the business needs of our customers.

Mr. D'Archangelo started with ePlus in 1997 as part of a three-person team with a focus on creating a SLED practice. The National SLED team today at ePlus exceeds 50 Account Executives and is responsible for all ePlus Public Sector Contracts and approximately \$400 million in annual sales.

Technology Expertise:

- **Cloud Computing**
- Server Consolidation & Virtualization
- Virtual Desktop Infrastructure
- Data and Client Security
- Storage & Backup
- Networking Infrastructure
- Data Center
- Wireless and Mobility
- Bring Your Own Device (BYOD)
- IP Telephony/Unified Communications
- Business Continuity
- IoT, Artificial Intelligence, Machine Learning

Nicholas D'Archangelo

Vice President SLED Business Development

Summary

My career represents 20+ years of successful client, employee, and partner relationships across sales, marketing, and contract management - serving the State and Local Government and Education (SLED) technology industry. Since 1997 I have been met with increasing responsibilities at ePlus Technology, inc...Where Technology Means More.

More Depth: Our engineers are the best in the business. With extensive certifications across every important technology, we take pride in solving the toughest engineering challenges in the industry and approach every client engagement with more rigor, precision, and drive.

More Breadth: We have the technologies, services, and partnerships to help our customers achieve critical business objectives. From executive services to financing to managed services, we provide more than you imagined.

More Perspective: Our experience providing C-level strategic insight through to precision fulfillment gives us a comprehensive view of our clients' technology needs. Not limited by conventional thinking, we map the road ahead so our clients' can aspire to more.

Today at ePlus I'm focused on accelerating the growth and performance of the national SLED sales team and create a unified national practice. The national SLED team at ePlus exceeds 50 Account Executives in 18 States. I am responsible for assisting this team with new account acquisition plans, strategic OEM alignment, development of SLED focused architectural solutions and contract response and compliance. I also directly manage a great team of sales leaders in the Pennsylvania SLED market.

Key strengths include: Sales – Hardware, Software, Services • Consulting • Business Development • Business Strategy • Process Improvement • P&L Ownership • Team Coaching and Development • Deal Structure and Negotiation • Performance Management • Alliances and Partnerships • Contract Response • Contract Management • Contract Compliance

Experience

ePlus Technology, inc.

Vice President SLED Business Development at ePlus inc.

April 2015 - Present

Regional VP, SLED MidAtlantic at ePlus inc.

April 2013 - March 2015 (2 years)

Regional VP of the SLED account team for PA, DE, MD, VA, WV and NC

- **Drive new account acquisition for sales and services solutions to strategic state & local government and education customers.**
- Develop and expand key customer relationships.
- Develop and execute territory sales plan with SLED Account Team to achieve sales goals.
- Align team with strategic OEM sales teams to achieve goals in SLED business plan.
- Maintain and manage ongoing sales forecast, account management and penetration with ePlus competencies.

Director of Sales at ePlus inc.

April 2011 - March 2013 (2 years)

PA and MD SLED

- **Drive new account acquisition for sales and services solutions to strategic local government and education customers in Pennsylvania and Maryland.**
- Develop and expand key customer relationships.
- Develop and execute territory sales plan with SLED Account Team to achieve sales goals.
- Align team with strategic OEM sales teams to achieve goals in SLED business plan.
- Maintain and manage ongoing sales forecast, account management and penetration with ePlus competencies.

PA Public Sector Team Leader at ePlus inc.

April 2008 - March 2011 (3 years)

Account Executive at ePlus inc.

October 1997 - March 2008 (10 years 6 months)

Computerware

Account Executive

1994 - September 1997 (3 years 9 months)

Education

- **Kutztown University of Pennsylvania**

Business, Marketing, 1989 – 1993

Activities and Societies: American Marketing Association - President 1992, Men's Volleyball Team - 1991-1993

KAREN KIMBERLING-HARFORD

K_KIMBERLING@YAHOO.COM

| 717.503.6656

| [LINKEDIN.COM/IN/KAREN_HARFORD](https://www.linkedin.com/in/KAREN_HARFORD)

IT INDUSTRY SALES LEADER & MANAGER

*Sales Account Executive for IT Company (17 years) • Responsible for Key Accounts
Grew Public Sector Region in Central PA*

Manage Key Accounts
Develop Budget with IT Leadership Team
Evaluate Technology for Clients
Identify & Develop Strategic Partnerships

Develop Sales Forecasts, Plans and Strategic Goals
Organize Training/Knowledge Transfer Sessions for
Clients and Other Education Organizations
Provide onsite recommendations for clients

PROFESSIONAL EXPERIENCE

Sales Account Executive

2000-present

ePlus Technology, Harrisburg, PA

- **Increased sales** within my account 10-20% each year. 2016 **Sales: \$12.9 million**
- Recognized at the ePlus annual sales meeting with the **"Team and the Top" award** in 2006, 2014, 2015 and 2016
- Grew Public Sector business in the central PA region
- Developed key strategic accounts. (i.e. Commonwealth of Pennsylvania, Penn State University K-12, Commercial)
- Evaluated technology to develop strategic partnerships with vendors such as Cisco, 3Com, HP, Checkpoint, VMware, NetApp, EMC, Palo, FireEye, Cylance, Gigamon and RSA
- Develop sales forecasts, plans and strategies
- Orchestrated **training/knowledge transfer sessions** for clients and monthly vendor solution seminars for the Commonwealth of PA, Higher Ed and K-12

Inside Sales, Inacom Information Systems, Harrisburg, PA

1997-2000

- Responsible for quoting and product selection recommendation to public sales clients
- Backup for the commercial inside sales team when needed.
- Attended manufacturer training on latest products.
-

Manager, Inside Sales

- Supervised and coordinated Inside Sales Team
- Responded to bids and win major statewide contracts w/ specific Service Level Agreements. (SLA)
- Customer Service – Set and measured SLA's and resolved customer satisfaction issues
- Provided Inside Sales Representative's training and arrange vendor product training
- Provided Inside and Outside Sales Teams support and escalation point
- Assisted in the development and execution of Business Plan including determining staffing levels

Associate Degree – Executive Assistant, 1998 • DuBois Business College, DuBois, PA

HP Sales Certified Professional, 3Com Sales Certified Professional,, Member Technology Council of Central PA, GigaSALES, Palo Accredited Sales Expert (ASE), A10 Sales Enablement,

Technologies

Routing and Switching

- Cisco Switching
 - SDA Architecture
 - ACI Architecture
 - Catalyst Switching
 - Nexus Switching
- Cisco Routing
 - SD WAN Architecture
 - ISR & ASR routers
- Meraki Switches
- HPE/Aruba Switches

Wireless

- Cisco On-Prem Solutions
- Cisco Prime Infrastructure
- Cisco Mobility Service Engine (MSE)
- Cisco ONE
- Meraki Wireless
- Aruba On-Prem Solutions
- Aruba Central
- Aruba Airwave

Security

- Cisco ASA & Firepower Appliances
- Cisco FirePower Management Center
- Cisco Identity Services Engine (ISE)
- Cisco AMP for Endpoints
- Cisco Umbrella
- Cisco Stealthwatch
- Meraki MX devices
- Palo Alto Next Gen Firewalls
 - Palo Alto Panorama
 - Palo Alto Traps
 - Palo Alto Aperture
 - Palo Alto Global Protect Cloud Service
 - Aruba ClearPass

Sr. Solutions Architect



Scott McCormick

Scott is a Solutions Architect with ePlus who works with customers to identify and design solutions that address specific business needs. Scott has 20 years of experience working in Information Technology.

He has comprehensive knowledge and experience with networking equipment including routers, switches, security, data center, and wireless products. and offers excellent troubleshooting and communication skills.

Scott has experience in diverse Public and Private Sectors; including Health Care, School Districts, Colleges, Commercial Industry, and Utilities.

Professional Knowledge

Scott has designed solutions from a simple switch refresh to Greenfield wireless deployments with BYOD policy and enforcement.

Scott has a unique knowledge of the inner workings of Cisco that helps him position the appropriate solutions that will best fit your needs for today and tomorrow. With this knowledge and the desire to educate customers, Scott is able to communicate and explain complex solutions to all levels of an organization from a network engineer to a CIO. This ability allows Scott to become a trusted advisor to many of his clients.

Certifications

- CISSP #98915, Certified Information Systems Security Professional
- CCNA, Cisco Certified Network Associate
- CMNP, Meraki Master
- Palo Alto PSE Platform Foundation

Carl J. Skiba, Jr.

1006 Kay Street
Boalsburg, PA 16827

814-466-3345 (Home)
814-883-3485 (Cell)
CS.10000@hotmail.com

Summary

Accomplished Account Manager with 20+ years of proven experience of uncovering, managing, and closing complex sales business. Skilled in all facets of the sales process; client needs assessment, margin analysis, proposal development, executive presentations, contract negotiations, closing business and relationship management. Focus has primarily been on State and Local Government as well as K-12 and Higher Education markets. Consistently exceed individual quotas while striving to achieve the organizational goals.

Experience

ePlus Technology, Inc. – Account Manager 4/2002- Present

- Managing PA State wide contract for Networking, Peripherals and Audio / Visual equipment, Storage and Servers and related services.
- Currently exceeding \$25 million annual quota. Up from \$15 million
- Selling Cisco Advanced Technologies, i.e. Wireless, Security, Flexpod , Nexus, UC, UCS as well as Switching, Routing, and ASA Firewalls. Also, NetApp, VMware, HP, Fortinet, Juniper.
- Managing inside sales rep and technical resources.
- Sourcing and managing vendor and partner relationships.
- Participated in successful contract negotiations.
- Successfully navigated the complex contracting and selling processes of PA State Government.

Pomeroy Computer Solutions – Account Manager 5/1999 – 4/2002

- Managed PA State wide contract focusing mainly on IBM related products.
- Established new branch office in Harrisburg, PA.
- Exceeded 8 million dollar annual quota.

Tangent Computer - Account Manager 2/1998 – 5/1999

- Managed PA State wide contract and PEPPM Educational contract.
- Exceeded annual 5 million dollar quota.
- Hired technical resources.
- Organized trade shows and training events

Carl J. Skiba, Jr.

1006 Kay Street
Boalsburg, PA 16827

814-466-3345 (Home)
814-883-3485 (Cell)
CS.10000@hotmail.com

Swan Technologies, Inc. – Sales Manager/Public Sector 12/1989 – 2/1998

- Established public sector sales organization.
- Prepared and executed public sector contracts
- Top company revenue producer for five consecutive years.
- Won several *Employee of the Quarter* awards.

Education

Pennsylvania State University

- Attended 1997 Smeal College of Business Administration

Certifications and Memberships

NetApp Sales Certified

Active member in the Central PA Technology Council

References available upon request

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Senior VP [title] of ePlus Technology, inc. [name of Contractor] a Commonwealth of VA [place of incorporation] corporation or other legal entity, ("Contractor") located at 13595 Dulles Technology Drive, Herndon, VA 20171 [address], having a Social Security or Federal Identification Number of 54-1904151, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness: <u>Ranjani Tirumale</u> 7/13/2018 Signature/Date <u>Ranjani Tirumale (Notary Public of VA)</u> Printed Name/Title	<u>ePlus Technology, inc.</u> Corporate or Legal Entity's Name <u>Steve Mencarini</u> 7/13/2018 Signature/Date <u>Steve Mencarini, Senior VP</u> Printed Name/Title
--	--

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>		ePlus Technology, inc.
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>
Steve Mencarini, SVP		7/13/2018

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

SIGNATURE:  (Steve Mencarini)

TITLE: Senior Vice President DATE: 7/13/2018

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
ALL	Cisco Systems, Inc.	<p>Cisco Systems, Inc. (Cisco) has manufacturing locations worldwide. Due to Cisco's continuing policy of looking for the best manufacturing options for its products, sourcing decisions are made dynamically by Cisco at the time orders are booked, based on supply chain and demand considerations. Various combinations of sourcing organization, manufacturers, and inventory are possible, especially in configured products. This information is gathered during the manufacturing process and factored into the determination of finished product, unit-specific country of origin. Until an actual unit is assembled or built, we do not have a definitive Country of Origin (CO). The shipping commercial invoice will indicate the finished product country of origin; which may differ from the location of final manufacture or shipment. Because of the dynamic nature of our supply chain, it is against Cisco policy to provide CO or manufacturer data in writing prior to products being built and shipped. Cisco has built a globally-distributed manufacturing, fulfillment and logistics network across 30+ sites and 14 countries which includes the United States, Mexico, Canada, Brazil, UK, Denmark, Norway, Ireland, Czech Republic, Poland, Russia, Thailand, Malaysia, and China. Leveraging this distributed global footprint, Cisco produces its broad product portfolio in an efficient and scalable manner.</p>

IV. BIDDER'S RESIDENCY

- A.** In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: ePlus Technology, inc.

13595 Dulles Technology Drive,

Herndon, VA 20171

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____
 2. **a.** If the bidder is a corporation:
 - (1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____
 - (b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 8/31/2007
 - (2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____
 - b.** If the bidder is a partnership:
 - (1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
See Attached		

IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: ePlus Technology, inc.
13595 Dulles Technology Drive,
Herndon, VA 20171

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

4660 Trindle Road, Suite 101, Camp Hill, PA 17011

2. a. If the bidder is a corporation:

(1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 8/31/2007

(2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_{above}). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
See attached		

IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: ePlus Technology, inc.
13595 Dulles Technology Drive,
 Herndon, VA 20171

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

4660 Trindle Road, Suite 101, Camp Hill, PA 17011

2. **a.** If the bidder is a corporation:

(1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 8/31/2007

(2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	5% (supplies only)
2.	Arizona	5% (construction materials from Arizona resident dealers only)
3.	California	5% (for supply contracts only in excess of \$100,000.00)
4.	Connecticut	10% (for supplies only)
5.	Montana	3%
6.	New Mexico	5% (for supplies only)
7.	South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00) This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8.	West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9.	Wyoming	5%

	STATE	PROHIBITION
1.	New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

	STATE	PROHIBITION
1.	Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2.	Georgia	Forest products only
3.	Indiana	Coal
4.	Michigan	Printing
5.	New Mexico	Construction
6.	Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7.	Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_{above}). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Info unavailable At time of bid due date		

IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: ePlus Technology, inc.
13595 Dulles Technology Drive,
Herndon, VA 20171

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

4660 Trindle Road, Suite 101, Camp Hill, PA 17011

2. **a.** If the bidder is a corporation:

(1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 8/31/2007

(2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101—67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

ePlus Technology, inc.

Contact information for submitting party:

Carl Skiba
4660 Trindle Road, Suite 101
Camp Hill, PA 17011
Phone: 717-730-1606 Email: cskiba@eplus.com

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Bid Response and Quote.

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Response to RFP for Networking Equipment & Related Services.

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
<input style="width: 100%;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.


Signature

Steve Mencarini (SVP)
Title

7/13/2018
Date

Appendix C - Cost Matrix
RFP #6100045034 - Networking Equipment & Related Services

OFFEROR NAME	CONTACT PERSON
ePlus Technology, inc	Nick D'Archnangelo
OFFEROR ADDRESS	EMAIL ADDRESS
130 Futura Drive	Ndarchangelo@eplus.com
Pottstown, PA 19454	PHONE NUMBER
	610-495-1293
	SAP VENDOR NUMBER (IF AVAILABLE)

Instructions: Offeror must complete all yellow cells and provide a minimum discount % off the OEM's current retail price list for Equipment. Offeror may submit a proposal that

Original Equipment Manufacturer	Discount Percentage Off List			Total for Evaluation Purposes
	Equipment	Maintenance/Extended Warranty Services	Services	
Aerohive				
ALE				
Allied Telesis				
Arista Networks				
Big Switch Networks				
Brocade (Ruckus)				
Cisco	46.20%	30.20%	5.00%	\$ 31,074,000.81
Cumulus Networks				
Dell EMC				
D-Link				
Extreme Networks				
Fortinet	32.00%	20.00%	2.50%	\$ 36,770,000.55
HPE (Aruba)	53.25%	17.00%	17.00%	\$ 30,157,500.87
Huawei				
Juniper Networks	45.00%	26.00%	1.00%	\$ 32,250,000.72
Lenovo				
Mist Systems				
Mojo Networks				
NEC				
New H3C Group				
Riverbed (Xirrus)				
VMware				

Estimated List Price: For evaluation purpose, the total below is estimated at 60% Equipment & 30% Maintenance & 10% Services

Rate Card

Instructions: An Offeror must provide an hourly cost to perform the related services listed below.

Related Services	Hourly Cost
Training	\$ 300.00
Relocation of Equipment (Within the same building)	\$ 300.00
Installation	\$ 300.00

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description:	<i>Networking Product and Services</i>
RFP #:	<i>6100045034 - Cisco</i>
Proposal Due Date:	<i>7/9/2018</i>
Commonwealth Agency Name:	<i>All Using Agencies</i>

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name:	<i>ePlus Technology, inc</i>		
Offeror Contact Name:	<i>Nick D'Archangelo</i>	Email:	<i>ndarchangelo@eplus.com</i>
Title:	<i>SVP SLED Sales</i>	Phone:	<i>610-495-1293</i>

Is your firm a DGS-Verified Small Diverse Business?	<input type="button" value="NO"/> ▼	Verif Exp:	<input type="text"/>
Is your firm a DGS-Self-Certified Small Business?	<input type="button" value="NO"/> ▼	Cert Exp:	<input type="text"/>

To confirm your company's SDB/SB status and expiration, please click or use the following link:
<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

7.500%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department’s directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

[http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-](http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-)

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: ePlus Technology, inc

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/ Renewals? (YES/NO)
Mobilematics	SDB ☺	John Oberrick	Product Fulfillment	7.500%	\$750,000.00	YES ☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺

Total SDB % Commitment: 7.500%

Total SB % Commitment: 0.000%

7/12/2018

John Oberrick
VP of Sales
Mobilematics Inc
2528 Qume Dr.
San Jose, CA 95131
john@mobilematics.net
408-709-0129

Offeror: ePlus Technology, inc
RFP: 6100045034 - Cisco

Dear: John Oberrick

This letter serves as confirmation of the intent of this offeror to utilize **Mobilematics**
on the above-referenced RFP issued by **All Using Agencies**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

For the life of the contract.

Identify the specific work, goods or services the SDB/SB will perform below:

Product Fulfillment

These services represent **7.500%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$750,000** during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **All Using Agencies** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Nick D'Archangelo
SVP SLED Sales
ePlus Technology, inc

Acknowledged,

X

John Oberrick
VP of Sales
Mobilematics Inc

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description: *Networking Equipment and Related Services*

RFP #: *61000045034 - Fortinet*

Proposal Due Date:

Commonwealth Agency Name: *All Using Agencies*

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name: *ePlus Technology, inc*

Offeror Contact Name: *Nick D'Archangelo* **Email:** *ndarchangelo@eplus.com*

Title: *VP SLED Sales* **Phone:** *610-495-1293*

Is your firm a DGS-Verified Small Diverse Business? **NO** **Verif Exp:**

Is your firm a DGS-Self-Certified Small Business? **NO** **Cert Exp:**

To confirm your company's SDB/SB status and expiration, please click or use the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

10.000%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department’s directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: ePlus Technology, inc

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/ Renewals? (YES/NO)
Atrion Communication Resources Inc	SDB ☹	Richard Dietz	Product Fulfillment and Network services	10.000%	\$150,000.00	YES ☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹

Total SDB % Commitment:	10.000%
Total SB % Commitment:	0.000%

6/29/2018

Richard Dietz
General Manager
Atrion Communications Resources INC
185-I Industrial Parkway
Branchburg, NJ 08876
rdietz@atrioncomm.com
908-203-6567

Offeror: ePlus Technology, inc
RFP: 61000045034 - Fortinet

Dear: Richard Dietz

This letter serves as confirmation of the intent of this offeror to utilize **Atrion Communication Resources Inc**
on the above-referenced RFP issued by **All Using Agencies**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

For the life of the contract.

Identify the specific work, goods or services the SDB/SB will perform below:

Product Fulfillment and professional Services

These services represent **10.000%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$150,000** during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **All Using Agencies** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Nick D'Archangelo
VP SLED Sales
ePlus Technology, inc

Acknowledged,

X

Richard Dietz
General Manager
Atrion Communications Resources INC



**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description: *Networking Equipment and Related Services*

RFP #: *6100045034 - HPE Aruba*

Proposal Due Date: *7/13/2018*

Commonwealth Agency Name: *All Using Agencies*

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name: *ePlus Technology, inc*

Offeror Contact Name: *Nick D'Archangelo* **Email:** *ndarchangelo@eplus.com*

Title: *VP SLED Sales* **Phone:** *610-495-1293*

Is your firm a DGS-Verified Small Diverse Business?

NO ▼ **Verif Exp:**

Is your firm a DGS-Self-Certified Small Business?

NO ▼ **Cert Exp:**

To confirm your company's SDB/SB status and expiration, please click or use the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

10.000%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

[http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-](http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-)

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: ePlus Technology, inc

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/Renewals? (YES/NO)
Mobilematics inc	SDB ☺	John Oberrick	Product fulfillment	10.000%	\$100,000.00	YES ☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺
	☺					☺

Total SDB % Commitment:	10.000%
Total SB % Commitment:	0.000%

7/10/2018

John Oberrick
VP of Sales
Mobilematics Inc
2528 Qume Dr.
San Jose, CA 95131
John@mobilematics.net
408-709-0129

Offeror: ePlus Technology, inc
RFP: 6100045034 - HPE Aruba

Dear: John Oberrick

This letter serves as confirmation of the intent of this offeror to utilize **Mobilematics inc**
on the above-referenced RFP issued by **All Using Agencies**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

For the life of the contract

Identify the specific work, goods or services the SDB/SB will perform below:

Product Fulfillment

These services represent **10.000%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$100,000** during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **All Using Agencies** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Nick D'Archangelo
VP SLED Sales
ePlus Technology, inc

Acknowledged,

X

John Oberrick
VP of Sales
Mobilematics Inc

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description: *Networking Equipment and Related Services*

RFP #: *6100045034 - Juniper*

Proposal Due Date: *7/13/2018*

Commonwealth Agency Name: *All Using Agencies*

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name: *ePlus Technology, inc*

Offeror Contact Name: *Nick D'Archangelo* **Email:** *ndarchangelo@eplus.com*

Title: *VP SLED Sales* **Phone:** *610-495-1293*

Is your firm a DGS-Verified Small Diverse Business?

NO ▼ **Verif Exp:**

Is your firm a DGS-Self-Certified Small Business?

NO ▼ **Cert Exp:**

To confirm your company's SDB/SB status and expiration, please click or use the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

10.000%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

[http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-](http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-)

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: ePlus Technology, inc

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/ Renewals? (YES/NO)
Mobilematics inc	SDB ☹	John Oberrick	Product fulfillment	10.000%	\$100,000.00	YES ☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹
	☹					☹

Total SDB % Commitment:	10.000%
Total SB % Commitment:	0.000%

7/12/2018

John Oberrick
VP of Sales
Mobilematics Inc
2528 Qume Dr.
San Jose, CA 95131
John@mobilematics.net
408-709-0129

Offeror: ePlus Technology, inc
RFP: 6100045034 - Juniper

Dear: John Oberrick

This letter serves as confirmation of the intent of this offeror to utilize **Mobilematics inc**
on the above-referenced RFP issued by **All Using Agencies**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

For the life of the contract

Identify the specific work, goods or services the SDB/SB will perform below:

Product Fulfillment

These services represent **10.000%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$100,000** during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **All Using Agencies** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Nick D'Archangelo
VP SLED Sales
ePlus Technology, inc

Acknowledged,

X

John Oberrick
VP of Sales
Mobilematics Inc