

Introduced 7-6-2021
Public Hearing 7-21-2021
Council Action 7-28-2021
Executive Action 7-28-2021
Effective Date 7-28-2021

County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No. 12

Bill No. 53-2021

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Agreement between Howard County, Maryland and ePlus Technology, Inc. for certain ePlus services used by the County, authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Introduced and read first time July 6, 2021. Ordered posted and hearing scheduled.

By order Michelle Harrod
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 21, 2021.

By order Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on July 28, 2021 and Passed , Passed with Agreements _____, Failed _____.

By order Michelle Harrod
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 28 day of July, 2021 at 4:00 a.m./p.m.

By order Michelle Harrod
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive July 28, 2021

Calvin Ball
Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by Agreement; Underlining indicates material added by Agreement

1 **WHEREAS**, ePlus Technology, Inc. provides a full range of IT sourcing solutions and
2 professional services in such areas as data center/cloud computing, collaboration, IT
3 infrastructure, engineering services, and security; and
4

5 **WHEREAS**, the County’s core network is currently designed using Cisco hardware and
6 critical infrastructure components are coming to end of life (end of support); and
7

8 **WHEREAS**, the County uses Cisco SmartNet EMS (enhanced maintenance support)
9 services for critical technical support, monitoring, risk mitigation, and lifecycle management of
10 the core network backbone; and
11

12 **WHEREAS**, the County’s current agreement for Cisco SmartNet support and the related
13 hardware expires in 2021; and
14

15 **WHEREAS**, the County has an existing Cooperative Purchase with ePlus: PEPPM 2019
16 Product Line Bid- Pennsylvania Electronic Bid #528897 and Howard County Agreement PA-
17 105-2019 (the “PA-105-2019”, attached as Exhibit A); and
18

19 **WHEREAS**, to provide cost savings, the County wishes to use the above contract to
20 enter into a multiyear Agreement (the “Agreement”) with ePlus Technology, Inc., substantially
21 in the form attached as Exhibit B; and
22

23 **WHEREAS**, the term of the Agreement is three years (36 months) and will cost
24 approximately \$1,974,776.49 over the entire term of the Agreement; and
25

26 **WHEREAS**, the Agreement requires the payment by the County of funds from an
27 appropriation in a later fiscal year and therefore requires County Council approval as a multi-
28 year agreement pursuant to Section 612 of the Howard County Charter and Section 4.118 of the
29 Howard County Code.
30

31 **NOW, THEREFORE,**

1 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in
2 accordance with Section 612 of the Howard County Charter, it approves the multi-year
3 Agreement between Howard County, Maryland and ePlus Technology Inc., which shall be in
4 substantially the same form as Exhibit B attached to this Act.

5
6 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that
7 the County Executive is hereby authorized to execute the Agreement for such term in the name of
8 and on behalf of the County.

9
10 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that
11 the County Executive, prior to execution and delivery of the Agreement, may make such changes
12 or modifications to the Agreement as he deems appropriate in order to accomplish the purpose
13 of the transactions authorized by this Act, provided that such changes or modifications shall be
14 within the scope of the transactions authorized by this Act; and the execution of the Agreement
15 by the County Executive shall be conclusive evidence of the approval by the County Executive of
16 all changes or modifications to the Agreement, and the Agreement shall thereupon become
17 binding upon the County in accordance with its terms.

18
19 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that
20 this Act shall be effective immediately upon its enactment.



AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

EPLUS TECHNOLOGY, INC.

AGREEMENT NO. PA-105-2019



CUSTOMER MASTER AGREEMENT

This CUSTOMER MASTER AGREEMENT ("Agreement") is made as of the ____ day of June 2019 ("Effective Date"), by and between the following (each a "Party" and together the "Parties"):

ePlus Technology, inc., a Virginia corporation, with its principal place of business at 13595 Dulles Technology Drive, Herndon, Virginia 20171 ("ePlus");

and Howard County, Maryland, a body corporate and politic, (the "County") with its principal place of business at 3430 Court House Drive, Ellicott City, Maryland 21043 ("Customer").

RECITALS

- A. ePlus is a provider of a full range of IT sourcing solutions and professional services in such areas as data center/cloud computing, collaboration, IT infrastructure, engineering services, and security.
- B. Customer desires from time to time to purchase products and/or services from ePlus pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

- A. "Product(s)" means third-party IT related hardware equipment, peripherals and/or software together with manufacturer maintenance, support and other third party services as resold by ePlus to Customer.
- B. "Purchase Order" means each purchase order issued pursuant to which Customer purchases Products or Services, as accepted by ePlus. Purchase Orders may be issued in hard copy or electronic format and include purchase authorizations submitted through ePlus' OneSource IT electronic procurement portal. Customer agrees that any such order satisfies any applicable statute of frauds.
- C. "Services" means professional services provided by ePlus, as defined in the applicable SOW.
- D. "SOW" means a work order or statement of work identifying Services to be provided by ePlus, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be paid by the Customer for the Services, together with any milestones and other information or criteria regarding the scope of work as mutually agreed by the Parties.

2. PURCHASE OF PRODUCTS.

- A. Products are purchased upon Customer's issuance of a Purchase Order, subject to acceptance by ePlus. The Purchase Order should include (a) location where the Products are to be delivered and any special delivery instructions; (b) description of the Products, including quantity and Product numbers; (c) manufacturer or third party maintenance and support for equipment and programs, if applicable; (d) any installation or other professional services to be provided by ePlus pursuant to a related SOW; (e) name and address of the Customer contact person for billing and name of the entity to be billed; (f) desired delivery date for the Products; and (g) any other special terms and conditions; provided, however, that such special terms and conditions do not conflict with this Agreement.
- B. Customer agrees to abide by all product licensing provisions or end user agreements imposed by the manufacturer or software publisher. Customer shall not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the computer software or remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the software. Customer represents and warrants that any Products purchased according to the terms of this Agreement are for Customer's

otherwise attempt to discover the source code for the computer software or remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the software. Customer represents and warrants that any Products purchased according to the terms of this Agreement are for Customer's internal use only and are not for resale or further distribution. Customer agrees, to the extent permitted by law and subject to appropriations by the Howard County Council, to indemnify, defend and hold harmless ePlus from and against any and all third party claims, liabilities, costs and expenses relating to or arising from a breach of this Section 2.B.

- C. Cancellations or partial cancellations of orders for Products or Services require written confirmation from ePlus. All cancellations are subject to manufacturer policies and guidelines and ePlus' ability, pursuant to those policies and guidelines to cancel orders to its manufacturers. Customer is responsible for all expense and loss related to cancellations.
- D. ePlus shall use reasonable commercial efforts to notify Customer if shipping delays occur but shall not be responsible for delays in Product delivery caused by third parties. Delivery shall be FOB shipping point. Customer shall be responsible for and pay all shipping, freight, and insurance charges unless otherwise agreed by the Parties, as well as any non-exempt taxes, levies, duties or similar charges. Loss or damage during shipment by a carrier specifically selected by ePlus shall be ePlus' sole responsibility; otherwise such loss or damage shall be Customer's responsibility. Title to Products shall pass to Customer on payment in full.
- E. Except for damaged packaging upon visual inspection, Customer shall not refuse delivery of Product shipments and, in the case where a Product shipment has been refused, ePlus reserves the right to charge handling and restocking fees. If damaged Products are accepted from the carrier, such damage should be noted on the carrier delivery record. Customer should save the Product and original packaging and notify ePlus to arrange for carrier inspection and pickup of damaged products. Customer shall notify its designated account executive of any damaged shipping containers within two (2) days of receipt. Two (2) days is considered reasonable for visual inspection of the container, and failure to provide such notice shall constitute acceptance. Customer also shall notify ePlus of order shortages or concealed damages within seven (7) business days. These timeframes are necessary for ePlus to be able to provide timely assistance to Customer in obtaining the benefit of any manufacturer warranties as well as filing shipping claims.
- F. Customer shall be responsible, at its own expense, for preparing prior to delivery a suitable installation site. Unless otherwise specified, Customer shall be responsible for installing and connecting the Products within Customer's environment compatible to manufacturer's specifications provided by ePlus to Customer.
- G. Approvals for unused, unopened returns are subject to manufacturer return policies and guidelines and ePlus' ability to return Product to its vendors. Such Products must be complete and in manufacturer's original packaging with no visible damage. ePlus shall not be required to accept return of a Product without an approved return merchandise authorization ("RMA") number, which may be obtained by contacting the Customer's designated account executive. An RMA number is valid for (10) days from issuance, unless other arrangements are made between the Parties, and any items received at an ePlus return facility without an RMA number or after the RMA validity period will be sent back to Customer at Customer's expense. The RMA number is to be clearly noted on a shipping label affixed to the outer shipping box. Writing, markings or stickers, except shipping labels, on the manufacturer box will void an authorized return. Except in the event of an ePlus or vendor error, Customer will be responsible for shipping charges associated with Products being shipped for return, exchange or replacement. Returns must be made via an authorized shipping carrier that allows the package to be tracked and Customer must insure all returned Products. Products not eligible for return include, but are not limited to, items that were at end-of-life cycle at the time of order, used or opened software, used consumables, custom configured and built to order Products, and Products not purchased through ePlus. At ePlus' discretion, restocking fees may be charged for items which do not qualify for return under this policy. Some manufacturers require that defective or "dead on arrival" Products be returned directly to them, or they may limit the return timeframe. Products found not to be defective after testing by ePlus or manufacturer technicians may be subject to return at Customer's expense. If a Product is not returnable under manufacturer guidelines, ePlus will make commercially reasonable attempts to repair or replace the Product through the manufacturer warranty. Customer should contact its designated ePlus account executive for further manufacturer warranty details. In any event, ePlus will work with its vendors to facilitate returns for the Customer.
- H. If Customer receives a Product solely for evaluation purposes in accordance with an ePlus quotation and applicable manufacturer authorizations, Customer may elect to purchase such Product at the end of the

evaluation period identified on the quotation or otherwise in writing by ePlus (the "Evaluation Period"). If Customer elects not to purchase the Product, Customer shall, on or before the end of the Evaluation Period, (i) in the case of software, either delete the software and return all originally accompanying materials or, (ii) in the case of hardware, request and obtain from ePlus an RMA number for such Product; pack the Product and all originally accompanying materials in the original ePlus containers; and return the Product to ePlus or its designate, F.O.B. destination with RMA referenced, in the same condition as originally delivered to Customer. Customer shall be responsible for shipping and insurance charges. Products not returned as specified above by the end of the Evaluation Period shall be deemed to have been purchased by Customer at ePlus' then current list price and payment shall be due in accordance with this Agreement.

3. PURCHASE OF SERVICES.

- A. Customer may, from time to time, purchase ePlus' Services pursuant to a mutually acceptable SOW. The sole authority to commence effort by ePlus or to obligate payment by Customer shall be a written SOW executed by both Parties and/or ePlus' acceptance of Customer's Purchase Order. The Services shall be provided in accordance with the provisions of this Agreement and the applicable SOW.
- B. Customer acknowledges that in order for ePlus to perform Services, Customer may need to make certain personnel or other resources available to ePlus in a timely manner. Customer agrees that it will cooperate in providing information or personnel upon ePlus' request, and Customer acknowledges that its failure to do so may prevent ePlus from meeting milestones under a SOW. ePlus shall not be liable for any failure to perform the Services to the extent such failure is caused by Customer's lack of cooperation.
- C. Customer is responsible for all content, material, message or data made available or transmitted in accordance with the provision of Services and for its compliance with all applicable federal, state and local laws, regulations, ordinances and codes and acceptable use policies of any third-party vendors or websites. In the event that Customer provides ePlus with access to computer programs, specifications, content or other Customer-provided materials ("Customer Materials"), Customer represents to ePlus that to the best of its knowledge, information and belief, it owns or is duly authorized to grant such access to the Customer Materials.
- D. ePlus, in performing the Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations shall be made by and shall be the sole responsibility of the Customer and ePlus shall be entitled to rely on all such decisions of Customer. ePlus is providing Services to assist Customer in support of the initiatives and activities described in the SOW and shall not assume any cost or schedule liability unless expressly agreed. Customer is the governing authority of all activities and project directives and retains full responsibility for the leadership, review, and approval of actions taken and deliverables completed by ePlus in support of Customer.
- E. ePlus' managed services solutions may be purchased pursuant to a separate master managed services agreement executed by the Parties. Manufacturer maintenance, support and similar third party services that are purchased from ePlus as a reseller (and not pursuant to an ePlus SOW) are subject to the terms of this Agreement applicable to Products.

4. PRICING AND PAYMENT.

- A. **Pricing and Payment Terms.** The pricing for each order shall be as set forth on the applicable Purchase Order. Unless otherwise agreed in writing for a particular order, ePlus will invoice (i) for Products upon shipment without regard to any related Services, and (ii) for Services upon completion of such Services or of an applicable milestone under a SOW, and Customer shall be obliged to pay such invoice(s). Payments shall be due net thirty (30) days from the date of ePlus' invoice and shall be made in U.S. Dollars by (1) check drawn on a U.S. bank; or (2) wire transfer or automated clearing house (ACH) transfer to an account specified by ePlus. Customer shall bear all related bank fees and charges. Customer acknowledges that ePlus may participate in and retain the benefit of vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein ePlus may receive benefits, such as frequent flier miles or other consideration. Customer grants ePlus a purchase money security interest in all Products provided to Customer, as permitted by law. Upon payment in full for any item of equipment and any interest applicable to it, ePlus' security interest in that Product shall be released automatically. Customer agrees that ePlus may file financing statements in such places as are necessary to perfect its security interest. If Customer does not

indicate for which item of equipment to apply payment, ePlus reserves the right to apply payments to customer's balance at its discretion.

- B. Expense Reimbursement.** Whenever Services are provided by ePlus at a location requested by Customer other than at an ePlus location, ePlus shall be reimbursed for all actual and reasonable travel and living expenses ("Expenses") provided such Expenses are in accordance with the County's standard reimbursement policy, the terms of which are set forth as follows:
- (i) Fees for out-of-pocket expenses will be invoiced to Customer on a monthly basis.
 - (ii) Itemization is required for all expenses.
 - (iii) Time for travel under 50 miles will not be billable.
 - (iv) The following guidelines shall apply for out-of-pocket expenses:
 - Lodging: For less than one month, a single hotel room at prevailing commercial rates within a reasonable distance from job location.
 - Meals: Actual cost not to exceed fifty-five dollars (\$55) per day.
 - Air Travel: Actual cost for commercial coach or economy class within continental United States.
 - Ground Transportation: Commercial shuttle services or hotel transportation to and from the airport should be used whenever practicable. Taxi service will only be used if such transportation is not available or in emergencies.
 - Auto Rental: Actual cost for commercial standard size automobile, including operating expenses.
- C. Taxes.** ePlus will furnish Customer with invoices showing separately itemized amounts due in respect of any and all sales, use, excise, value added, or similar taxes associated with the purchase of Products or Services, under federal, state, local or foreign law (however, specifically excluding taxes on ePlus' net income) ("Taxes"), if any, or, in lieu thereof, Customer shall provide ePlus with a tax exemption certificate acceptable to the applicable taxing authorities. Tax exemption certificates must be furnished to ePlus prior to Product shipment or commencement of Services. All persons furnished by ePlus shall be considered solely employees of ePlus, and ePlus is responsible for compliance with applicable laws, rules, and regulations relating to employment of labor, working hours and conditions, payment of wages and employment, Social Security, and other payroll taxes including contributions from such employees when required by law.
- D. Late Payments.** Customer agrees to pay a late payment charge computed at the rate of one and one-half percent (1.5%) per month, or the maximum permitted by applicable law if less, on any unpaid amount due under this Agreement or a SOW. A late payment charge shall apply to amounts not received by the due date and continue until all overdue payments, including late charges, are paid in full. In the event ePlus must resort to collection, Customer shall be responsible for all costs. ePlus reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information. ePlus may suspend Services or stop filling Product orders in the event of nonpayment.
- E. Third Party Financing Arrangements.** If the "Bill To" party on a Purchase Order is different from the "Ship To" party, Customer shall be responsible for all payments and late fees if the "Bill To" Party fails to make payment. In any case where Customer receives Products or Services but the purchase authorization is provided from a third party to be billed pursuant to a lease or financing arrangement, payment of the invoice is Customer's responsibility in the event such third party fails to make timely payment.
- F. Communications.** Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, should be sent to the General Counsel, ePlus Technology, inc., 13595 Dulles Technology Drive, Herndon, VA 20171.
- G. Installment Payments.** If ePlus agrees to furnish Products or Services that require more than one payment from Customer (such as a multi-year maintenance contract with scheduled annual payments), then:
- (i) The obligation to make the payments is non-cancelable and may not be terminated early except due to non-appropriation of funds, provided that Customer shall have used its best efforts to obtain the appropriation.
 - (ii) Customer shall be in default upon failure to pay any sum within five (5) days of the due date, or failure to perform or observe any other obligation. If Customer defaults, ePlus may do any or all of the following: (A) terminate this Agreement for material breach, (B) require Customer to stop using and return to ePlus the Products or Services, (C) require Customer to pay to ePlus on demand an amount equal to the sum of (1) all payments and other amounts then due and past due, (2) all remaining

payments for the remaining term discounted at a rate of 2% per annum, (3) interest at the rate of 1.5% per month on the amounts specified in clauses (1) and (2) above until the date paid, and (D) exercise any other remedy available to ePlus or its assignee under law.

5. CONFIDENTIALITY OBLIGATIONS.

- A. "Confidential Information" means the terms of this Agreement together with all data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this Agreement. Confidential Information must be marked with an appropriate legend or, if not in written or tangible form, identified as confidential at the time of disclosure and summarized and delivered to the other Party within three (3) days following disclosure. Notwithstanding any expiration or termination of this Agreement each Party shall protect Confidential Information from unauthorized disclosure to any third party until three (3) years from the date of its receipt. Information about Customer's needs may be disclosed to applicable manufacturers or distributors as required for ePlus to receive discounts, commissions, rebates, or other consideration pursuant to agreements with its vendors.
- B. Confidential Information does not include information that:
- (i) is or becomes publicly available other than through a breach of this Agreement; or
 - (ii) was in the possession of the receiving Party at the time of disclosure or later becomes available from a third party without breach of this Agreement; or
 - (iii) is independently developed by or for the receiving Party without access to confidential information, as evidenced by its records; or
 - (iv) the receiving Party has received written permission from the other Party to disclose; or
 - (v) the receiving Party is required to disclose pursuant to a valid order of court or other governmental body thereof; provided, however, that the receiving Party shall first give notice to the disclosing Party and make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed will be used solely for the purposes for which the order was issued.
- C. Confidential Information shall remain the exclusive property of the disclosing Party and shall be returned to the disclosing Party promptly upon request except for electronic copies maintained in a secure location in accordance with the receiving Party's standard electronic backup procedures.
- D. Each Party acknowledges and agrees that it would be difficult to fully compensate the other Party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, the non-breaching Party may seek temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. This provision with respect to injunctive relief shall not, however, diminish a Party's right to claim and recover damages.

6. OWNERSHIP OF WORK PRODUCT AS A RESULT OF SERVICES.

- A. Subject to full and final payment, and except for any confidential or proprietary materials in which ePlus or its suppliers have a pre-existing intellectual property interest ("Existing Materials"), any and all analyses, evaluations, reports, memoranda, letters, processes, methods, programs, and manuals and any improvements, enhancements, or modifications to any of the foregoing, which are developed, prepared or conceived by ePlus specifically for Customer in the performance of Services ("Work Product"), shall be deemed "work for hire" if consistent with the requirements of Section 101 of the Copyright Act and shall in any case be and remain the exclusive property of Customer. To that end, any rights, title and ownership interests, including copyright, which ePlus may have in the Work Product are assigned to Customer.
- B. To the extent that Existing Materials are incorporated in Work Product, ePlus grants to Customer a royalty-free, irrevocable, worldwide, nontransferable, non-exclusive, internal use, perpetual license to use, modify and prepare derivative works of such Existing Materials and to use and display such Existing Materials, but only to the extent required to utilize the Work Product in accordance with this Agreement. Nothing in this Section 6 shall be deemed to (i) permit Customer to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify, create derivative works of, or transfer any of ePlus' or its licensor's Existing Materials to an affiliate or third party without the prior written consent of ePlus, or (ii) limit ePlus' ownership of patent, copyright or other intellectual property or trade secret rights in any information developed independently of this Agreement even though such information may have been used in connection with ePlus' performance under this Agreement. ePlus or its employees or subcontractors may provide similar

services to others and use or disclose to others the general knowledge, skill and experience that ePlus and they have developed over the years, including under this Agreement.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

- A. ePlus represents and warrants that Services it performs pursuant to a SOW will be done in a skillful and workmanlike manner according to industry standards generally prevailing among providers of similar services under similar circumstances. Customer shall notify ePlus of any noncompliance with the foregoing warranty prior to completion of the Services or within five (5) business days thereafter. Notwithstanding anything to the contrary in this Agreement, Customer understands that ePlus shall bear no responsibility for the performance, repair or warranty of any of Customer's software or equipment or any software, hardware product or service provided to Customer by a third party and/or vendor, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service.
- B. ePlus does not provide warranties on Products it does not manufacture, whether with respect to design, performance, specifications, functionality or compatibility with Customer's system or otherwise. Without limiting the foregoing disclaimer, ePlus does not warrant that such Products cannot cause or are free from susceptibility to security or data breaches. Any Product warranty and any rights to indemnification for claims or losses related to a Product must come directly from the manufacturer. To the extent authorized, however, ePlus will pass through to Customer any transferable Product warranties, indemnities, and remedies provided to ePlus by the manufacturer.
- C. WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH PRODUCTS SOLD OR SERVICES OR DELIVERABLES PROVIDED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR OTHERWISE.

8. LIMITATION OF LIABILITY.

- A. IN NO EVENT SHALL EPLUS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOST PROFITS OF ANY KIND, EVEN IF FORESEEABLE, ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT. EXCEPT FOR INJURIES OR DEATH TO THIRD PARTIES OR DAMAGES TO CUSTOMER'S PROPERTY, EPLUS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT OR SERVICE DIRECTLY CAUSING SUCH DAMAGES, AS ESTABLISHED BY A FINAL JUDGMENT.
 - B. Any action whatsoever arising out of transactions under this Agreement shall be brought in accordance with the Maryland statute of limitations pertaining to such transactions. Other than the exception set forth in A above, in no event shall ePlus be liable for claims by a third party. Each Party acknowledges that this Section 8 sets forth a reasonable allocation of liability between them, and that ePlus' pricing is offered in reliance on the warranty disclaimers and liability limitations and exclusions set forth in this Agreement.
- 9. NON-HIRING OF EMPLOYEES.** Customer acknowledges that ePlus has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if ePlus provides Services under this Agreement, Customer agrees that during the term of this Agreement and for a period of eighteen (18) months thereafter, Customer shall not solicit for hire or hire employees of ePlus (or anyone who has been employed by ePlus within the month prior to the date of solicitation). Should such a hiring of an ePlus employee take place, ePlus shall be entitled to liquidated damages and/or compensation directly from the Customer in the amount of 20% of the employee's total annual compensation.

- 10. NOTICES.** Notices required or permitted to be given under this Agreement shall be in writing and delivered in person or by a nationally recognized overnight carrier that obtains a receipt, or by certified mail, postage prepaid, return receipt requested, to the respective Party's address set forth in the introductory paragraph of this Agreement or to such other address as the Party from time to time may have designated by written notice. Notices shall be deemed given when delivery is confirmed or on the date of first refusal. Notices of default shall

be given in writing. All notices to ePlus shall be directed to the attention of its General Counsel, with copy to Vice President, Contracts at the same address.

11. **PRESS RELEASES.** Any press release, announcement, publication or any other media release regarding this Agreement shall be mutually agreed upon in writing by the Parties prior to release. Neither Party shall make any representations or warranties about the other Party that the other Party has not first approved in writing.

12. **TERM AND TERMINATION.**

- A. **Term.** This Agreement shall commence on its Effective Date and shall, unless terminated pursuant to Section 13.B, continue until the first anniversary thereof. This Agreement shall automatically renew for one or more additional twelve (12) month periods unless a Party provides written notice to the other of its intention to terminate in accordance with the provisions below.
- B. **Termination.** At any time that there is no uncompleted SOW or non-cancelable order outstanding, either Party may terminate this Agreement for any or no reason on fifteen (15) days written notice to the other Party. Either Party may terminate this Agreement and/or any SOW issued hereunder at any time in the event of a material breach of the terms hereof by giving the other Party thirty (30) days written notice stating the nature of the breach. This Agreement and/or any SOW shall then terminate if the breaching Party shall fail to cure such material breach within thirty (30) days of receipt of written notice thereof. If the breach by its nature cannot reasonably be cured within such thirty (30) day period, the breaching Party shall commence to cure the breach within such period, then diligently prosecute such cure to completion.
- C. **Effect Of Termination.** Termination does not relieve Customer's obligations to pay all accrued fees. Termination of a SOW shall not modify the term of this Agreement or the term of any other SOW. Customer agrees that upon termination of a SOW it shall pay ePlus for all fees and costs incurred in the performance of its Services up to and including the effective date of termination.

13. **GENERAL PROVISIONS.**

- A. **Entire Agreement; Order of Precedence.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous undertakings and commitments. Neither the terms of any Purchase Order, invoice, or other instrument documenting a payment or transaction issued by a Party in connection with this Agreement, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. Terms printed on or referenced by Customer's Purchase Orders, offers to buy, terms and conditions and the like shall have no effect. In the event of a conflict between this Agreement and a SOW, the SOW shall control, but only with respect to the Services set forth therein. A duly authorized representative or officer of each Party must sign any changes, modifications or amendments to this Agreement deemed to be binding.
- B. **Relationship of the Parties.** The relationship created hereunder between the Parties shall be solely that of independent contractors. No representations or assertions shall be made or actions taken to imply or establish any agency, fiduciary, joint venture, partnership, employment or other relationship hereunder.
- C. **Assignment.** Except any assignment by ePlus of its right to receive payments, neither Party shall sell, assign, or transfer its rights or obligations under this Agreement, in whole or in part, without the other Party's prior written consent. Any such attempted assignment shall be void. ePlus reserves the right to subcontract with other individuals and businesses for the performance of Services under this Agreement, but such subcontracts shall not constitute assignment of ePlus' obligations or rights hereunder.
- D. **Severability.** If any provision of this Agreement or of a SOW is held to be prohibited by or illegal, unenforceable or invalid under applicable law or court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality, unenforceability or invalidity, and the remaining provisions of the Agreement and/or the SOW shall not be affected thereby.
- E. **Governing Law, Jurisdiction and Jury Trial Waiver.** The laws of the State of Maryland, USA; shall govern the rights, remedies and duties of the Parties arising from or in any way related to the subject matter of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper in the state courts located in Howard County, Maryland or the

U.S. District Court for the District of Maryland, and the Parties hereby consent to such jurisdiction and venue. Each Party waives, to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.

- F. **Force Majeure.** If either Party is unable to perform any of its obligations under this Agreement because of an event or circumstance (a "Force Majeure Event") resulting from a judicial or government decree or regulation which is not such Party's fault, communication line failure, power failure, any natural disaster or act of God, war, terrorism, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, earthquake, weather, lockouts, strikes, the unavailability of personnel due to injury, sickness, death or termination of employment, either voluntary or involuntary, or, without limitation, any other cause beyond such Party's reasonable control, the Party so affected shall promptly give notice to the other Party and shall do everything possible to resume performance. Upon delivery of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days, the Party receiving notice of a Force Majeure Event may, by giving written notice, terminate this Agreement or any SOW. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such events. A Force Majeure Event, however, shall not apply nor extend to Customer's obligation to pay for Products or Services delivered prior to a Force Majeure Event .
- G. **Survival of Terms.** The provisions of Sections 4, 5, 6, 7, 8, 9, 13.C, and 14 shall survive the expiration or termination of this Agreement and/or a SOW for any reason.
- H. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms hereof as of the Effective Date and have caused this Agreement to be executed by their duly authorized representatives.

ePlus Technology, inc.

Howard County

By: _____

By: _____

Print: _____

SEE SIGNATURE PAGE

Title: _____

Date: _____

Date: _____

In Witness Whereof, the parties have executed this Agreement: PA-105-2019

Amendment: Not Applicable

Approved and Agreed to:

Company: EPLUS TECHNOLOGIES, INC

DocuSigned by:
Steven Mencarini
F285082F1FD9400... (SEAL)

Name: Steven Mencarini

Title: SVP

Howard County, Maryland

DocuSigned by:
Lonnie Robbins
239779A3255D465...

Chief Administration Officer

Name: Lonnie Robbins

DocuSigned by:
Calvin Ball
0DFB30A1E76E46A...

County Executive

Name: Calvin Ball

Approved for form and legal sufficiency

DocuSigned by:
Norman Parker
77CDAE3633E7453...

County Solicitor

Name: Norman Parker

DocuSigned by:
Lisa O'Brien
65149DBC935D47B...

Title: Senior Assistant County Solicitor

Name: Lisa O'Brien

Approved for Sufficiency of Funds

DocuSigned by:
Janet Irvin
353CAF00314448D...

Director of Finance

Name: Janet Irvin

Department Head

DocuSigned by:
Brandee Ganz
BB0DD9B8076A465...

Name: Brandee Ganz

Department of Technology and
Communication Services

Contract: PA-105-2019

Completed: 6/28/2019

EXHIBIT I

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction: exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) **Payment of subcontractors.** All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

- (1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

EPLUS TECHNOLOGY, INC.

RESPONSE TO:

**PEPPM PROGRAM
2019 PRODUCT LINE BID - PENNSYLVANIA
REQUEST FOR BIDS, ELECTRONIC NO. 52889**

**TECHNOLOGY EQUIPMENT, SOFTWARE,
SERVICES, SUPPLIES, AND OTHER ITEMS**

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus Instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Cables2Go	G.
Description of Product Line>	Cables and Connectors	H.

Method Used for Calculation of Final Effective Bid Prices >	Mark-Up Over Cost	I.
<small>Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions</small>		
Percent Discount or Percent Mark-Up Over Cost >	7.0000%	J.
<small>Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29</small>		
Name of the Catalog or Price List Used for Price Basis >	Cables2Go TechData Catalog Price List	K.
Effective Date of the Catalog or Price List >	September 17, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1			
Subcategory No. 2			
Subcategory No. 3			
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
Subcategory No. 13			
Subcategory No. 14			
Subcategory No. 15			
Subcategory No. 16			
Subcategory No. 17			
Subcategory No. 18			
Subcategory No. 19			
Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 26			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

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Bidding Company Name > Submitted By and Attested to By>	ePlus Technology, Inc.	A. Company
	Steve Menarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Cisco	G.
Description of Product Line>	Networking, security and telecommunication products	H.

Method Used for Calculation of Final Effective Bid Prices >	Variable	I.
<i>Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions</i>		
Percent Discount or Percent Mark-Up Over Cost >		J.
<i>Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29</i>		
Name of the Catalog or Price List Used for Price Basis >	Cisco Global Price List	K.
Effective Date of the Catalog or Price List >	September 18, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

Subcategory No.	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discoun
Subcategory No. 1	Switches	42.2500%	Discount off list
Subcategory No. 2	Routers	42.2500%	Discount off list
Subcategory No. 3	Wireless	42.2500%	Discount off list
Subcategory No. 4	Security	42.2500%	Discount off list
Subcategory No. 5	Optical	42.2500%	Discount off list
Subcategory No. 6	Unified Communications/Collaboration	42.2500%	Discount off list
Subcategory No. 7	Miscellaneous	42.2500%	Discount off list
Subcategory No. 8	Training/Advanced Services	5.2000%	Discount off list
Subcategory No. 9	SmartNet/Maintenance EDU	32.0000%	Discount off list
Subcategory No. 10	SmartNet/Maintenance GOV	18.0000%	Discount off list
Subcategory No. 11	UCS Servers	59.2000%	Discount off list
Subcategory No. 12	Software License	42.2500%	Discount off list
Subcategory No. 13	Partner Branded SmartNet	22.0000%	Discount off list
Subcategory No. 14	Cloud Services Platform	59.2000%	Discount off list
Subcategory No. 15	HyperFlex	59.2000%	Discount off list
Subcategory No. 16	Physical Security	42.2500%	Discount off list
Subcategory No. 17	IoT/Sensors	42.2500%	Discount off list
Subcategory No. 18	AppD License	20.0000%	Discount off list
Subcategory No. 19	AppD Maintenance	5.0000%	Discount off list
Subcategory No. 20	AppD Training	5.0000%	Discount off list
Subcategory No. 21	AppD Hosting	5.0000%	Discount off list
Subcategory No. 22	AppD Services	5.0000%	Discount off list
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Citrix	G.
Description of Product Line>	Virtualization and server/network system software	H.

Method Used for Calculation of Final Effective Bid Prices >	Discount from List	I.
<small>Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions</small>		
Percent Discount or Percent Mark-Up Over Cost >	5.0000%	J.
<small>Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29</small>		
Name of the Catalog or Price List Used for Price Basis >	Citrix Distribution Catalog Price List	K.
Effective Date of the Catalog or Price List >	September 14, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1			
Subcategory No. 2			
Subcategory No. 3			
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
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Subcategory No. 10			
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Subcategory No. 15			
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Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

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Bidding Company Name >	ePlus Technology, inc.	A. Company
Submitted By and Attested to By>	Steve Mencairni	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Commvault	G.
Description of Product Line>	Backup and disaster recovery products	H.

Method Used for Calculation of Final Effective Bid Prices > Variable I.

Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions

Percent Discount or Percent Mark-Up Over Cost > J.

Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29

Name of the Catalog or Price List Used for Price Basis > Commvault Price List K.

Effective Date of the Catalog or Price List > September 14, 2018 L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discoun
Subcategory No. 1	License	10.2000%	Discount off list
Subcategory No. 2	Support	10.2000%	Discount off list
Subcategory No. 3	Consulting	5.1000%	Discount off list
Subcategory No. 4	Training	5.1000%	Discount off list
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
Subcategory No. 13			
Subcategory No. 14			
Subcategory No. 15			
Subcategory No. 16			
Subcategory No. 17			
Subcategory No. 18			
Subcategory No. 19			
Subcategory No. 20			
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Subcategory No. 22			
Subcategory No. 23			
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Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Cylance	G.
Description of Product Line>	Antivirus and internet content security products	H.

Method Used for Calculation of Final Effective Bid Prices >	Variable	I.
---	----------	----

Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions

Percent Discount or Percent Mark-Up Over Cost >		J.
---	--	----

Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29

Name of the Catalog or Price List Used for Price Basis >	Cylance Pricebook FY2019	K.
Effective Date of the Catalog or Price List >	September 13, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1	Licensing/Product	5.5000%	Discount off list
Subcategory No. 2	Services	0.0000%	Discount off list
Subcategory No. 3			
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
Subcategory No. 13			
Subcategory No. 14			
Subcategory No. 15			
Subcategory No. 16			
Subcategory No. 17			
Subcategory No. 18			
Subcategory No. 19			
Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	McAfee, Inc.	G.
Description of Product Line>	network analysis, anti virus and security software	H.

Method Used for Calculation of Final Effective Bid Prices >	Mark-Up Over Cost	I.
<i>Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions</i>		
Percent Discount or Percent Mark-Up Over Cost >	7.0000%	J.
<i>Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29</i>		
Name of the Catalog or Price List Used for Price Basis >	McAfee TechData Catalog Price List	K.
Effective Date of the Catalog or Price List >	September 18, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1			
Subcategory No. 2			
Subcategory No. 3			
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
Subcategory No. 13			
Subcategory No. 14			
Subcategory No. 15			
Subcategory No. 16			
Subcategory No. 17			
Subcategory No. 18			
Subcategory No. 19			
Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

My firm proposes — after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications — to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bld>	Nvidia	G.
Description of Product Line>	Graphic cards, video accelerators, GPUs, NVSwitches, AI/ML/DL systems	H.

Method Used for Calculation of Final Effective Bid Prices >	Variable	I.
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Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions

Percent Discount or Percent Mark-Up Over Cost >		J.
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Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29

Name of the Catalog or Price List Used for Price Basis >	Nvidia Distribution Price List	K.
--	--------------------------------	----

Effective Date of the Catalog or Price List >	September 17, 2018	L.
---	--------------------	----

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or Discount	Percent	Mark-Up or Discount
11	Subcategory No. 1 PGI	11.7500%	Mark-up over cost
	Subcategory No. 2 AI	0.5000%	Discount off list
	Subcategory No. 3		
	Subcategory No. 4		
	Subcategory No. 5		
	Subcategory No. 6		
	Subcategory No. 7		
	Subcategory No. 8		
	Subcategory No. 9		
	Subcategory No. 10		
	Subcategory No. 11		
	Subcategory No. 12		
	Subcategory No. 13		
	Subcategory No. 14		
	Subcategory No. 15		
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	Subcategory No. 17		
	Subcategory No. 18		
	Subcategory No. 19		
	Subcategory No. 20		
	Subcategory No. 21		
	Subcategory No. 22		
	Subcategory No. 23		
	Subcategory No. 24		
	Subcategory No. 25		
	Subcategory No. 26		
	Subcategory No. 27		
	Subcategory No. 28		
	Subcategory No. 29		
	Subcategory No. 30		

PEPPM Bid Quote Sheet

My firm proposes – after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications – to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	Info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Palo Alto	G.
Description of Product Line>	Next-generation firewalls and security software	H.

Method Used for Calculation of Final Effective Bid Prices >	Variable	I.
<small>Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions</small>		
Percent Discount or Percent Mark-Up Over Cost >		J.
<small>Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29</small>		
Name of the Catalog or Price List Used for Price Basis >	Palo Alto Price List	K.
Effective Date of the Catalog or Price List >	September 10, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1	Hardware	16.0000%	Discount off list
Subcategory No. 2	Subscription	10.7000%	Discount off list
Subcategory No. 3	Support	4.0000%	Discount off list
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
Subcategory No. 13			
Subcategory No. 14			
Subcategory No. 15			
Subcategory No. 16			
Subcategory No. 17			
Subcategory No. 18			
Subcategory No. 19			
Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Pure Storage	G.
Description of Product Line>	Storage systems, backup, software and services	H.

Method Used for Calculation of Final Effective Bid Prices > I.

Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions

Percent Discount or Percent Mark-Up Over Cost > J.

Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29

Name of the Catalog or Price List Used for Price Basis > K.

Effective Date of the Catalog or Price List > L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1	Hardware	10.0000%	Discount off list
Subcategory No. 2	Software	10.0000%	Discount off list
Subcategory No. 3	Maintenance Renewals	0.0000%	Discount off list
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
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Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mancarini	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@aplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Rubrik	G.
Description of Product Line>	Backup, recovery and data management solutions	H.

Method Used for Calculation of Final Effective Bid Prices >	Discount from List	I.
<small>Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions</small>		
Percent Discount or Percent Mark-Up Over Cost >	0.5000%	J.
<small>Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29</small>		
Name of the Catalog or Price List Used for Price Basis >	Rubrik Price List	K.
Effective Date of the Catalog or Price List >	August 17, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1			
Subcategory No. 2			
Subcategory No. 3			
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
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Subcategory No. 26			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
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Subcategory No. 29			
Subcategory No. 30			

PEPPM Bid Quote Sheet

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >	ePlus Technology, Inc.	A. Company
Submitted By and Attested to By>	Steve Mencafin	B. Bid Signatory
	Senior Vice President	C. Corporate Title
	703-984-8400	D. Phone Number
	info@eplus.com	E. E-Mail Address
	16-Sep-18	F. Date

Product Line Being Bid>	Veeam	G.
Description of Product Line>	backup and replication software	H.

Method Used for Calculation of Final Effective Bid Prices >	Variable	I.
---	----------	----

Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions

Percent Discount or Percent Mark-Up Over Cost >		J.
---	--	----

Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29

Name of the Catalog or Price List Used for Price Basis >	Veeam Published Price List	K.
Effective Date of the Catalog or Price List >	September 14, 2018	L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Mark-Up or Discount
Subcategory No. 1	New Licences	8.0000%	Discount off list
Subcategory No. 2	Upgrade Licenses	8.0000%	Discount off list
Subcategory No. 3	Maintenance	2.0000%	Discount off list
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
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Subcategory No. 14			
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Subcategory No. 19			
Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			

FORMS



HOWARD COUNTY, MARYLAND
Office of Purchasing

AFFIDAVIT

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc.)

Contractor ePlus Technology, inc.

Address: 13595 Dulles Technology Drive, Herndon, VA 20171

I, Steven Mencarini, the undersigned, Senior Vice President of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this 30th day of April, 2019, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

AFFIDAVIT V

The Contractor:

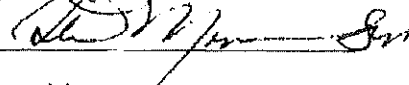
- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

AFFIDAVIT VI

If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.



 Signature
 Steven Mencarini

 Printed Name
 SVP

 Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td>American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER D :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER E :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER F :</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Zurich American Insurance Company	16535	INSURER B :	American Guarantee & Liability Ins Co	26247	INSURER C :	_____	_____	INSURER D :	_____	_____	INSURER E :	_____	_____	INSURER F :	_____
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A :	Zurich American Insurance Company	16535																			
INSURER B :	American Guarantee & Liability Ins Co	26247																			
INSURER C :	_____	_____																			
INSURER D :	_____	_____																			
INSURER E :	_____	_____																			
INSURER F :	_____	_____																			
CN102561810-PROP-7/31-18-19 INSURED ePlus, Inc. ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon, VA 20171																					

COVERAGES **CERTIFICATE NUMBER:** CLE-006428530-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X	CPO0181237	07/31/2018	07/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	CPO0181237	07/31/2018	07/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTIONS _____		AUC0181238	07/31/2018	07/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 _____ \$ _____
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCO181241	07/31/2018	07/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY		CPO0181237	07/31/2018	07/31/2019	LIMIT \$10,000,000 DED. \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Cooperative Purchase, Computer Hardware and Associates Peripherals, Agreement No. PA 105-2019

Howard County, Maryland, its officials, employees, agents and volunteers is/are included as additional insured where required by written contract regarding General and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

Howard County, Maryland, its officials, employees, agents and volunteers Attn: Office of Purchasing 6751 Columbia Gateway Drive, Suite 201 Columbia, MD 21046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--

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AGENCY CUSTOMER ID: CN102561610

LOC #: Washington



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED ePlus, Inc. ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon, VA 20171	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

With regard to Property coverage, other deductibles may apply as per policy terms and conditions.

Named Insured Schedule:

ePlus Inc.
ePlus Group, Inc.
ePlus Technology, Inc.
ePlus Technology Services, Inc.
ePlus Government, Inc.
ePlus Capital, Inc.
ePlus Canada Company
ePlus Cloud Services, Inc.
ePlus Jamaica, Inc.
ePlus Iceland, Inc.
Asset Finance Group, Inc.
ePlus Government Services, Inc
Alliance Corp Technologies, Inc.
Pacific Blue Micro, Inc. (dba PBM IT Solutions)
ePlus Technology NE, Inc.
ePlus Software LLC
ePlus Technology of PA, Inc.
ePlus Technology of NC, Inc.
IGX Global UK Limited
IGXGLOBAL UK Limited
Salt Consulting LLC



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY
EBO APPROVAL

CONTRACT TITLE: _____
 SOLICITATION # _____ CAPITAL PROJECT # _____ CONTRACT / PO # _____
 TERM: _____ RENEWAL # _____ AMOUNT \$ 500,000.00

PRIME CONTRACTOR NAME: ePlus Technology, inc.
 ADDRESS: 13595 Dulles Technology Dr., Herndon, VA 20171 PHONE: 703-984-8400
 EBO STATUS (Y/N): _____ ABO TYPE: _____ CERTIFYING AGENCY: _____ CERTIFICATION # _____

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS
INSTRUCTIONS FOR COMPLETING THIS FORM

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- *EBO Types: AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME: 14DM
 ADDRESS: 8227 Cloverleaf Drive, Suite 312 PHONE: 410-729-7920
 CONTACT REPRESENTATIVE: _____ EMAIL: _____
 *EBO TYPE (Check One) AA ASA HIS NA FEM DIS *ole*
 CERTIFYING AGENCY: State of MD CERTIFICATION # 544512 05025 EBO PARTICIPATION % 15
 DESCRIPTION OF WORK: IT related services including security, cloud, assessments, and professional services. EBO PARTICIPATION \$ _____

SUBCONTRACTOR NAME: _____
 ADDRESS: _____ PHONE: _____
 CONTACT REPRESENTATIVE: _____ EMAIL: _____
 *EBO TYPE (Check One) AA ASA HIS NA FEM DIS
 CERTIFYING AGENCY: _____ CERTIFICATION # _____ EBO PARTICIPATION % _____
 DESCRIPTION OF WORK: _____ EBO PARTICIPATION \$ _____

STEVEN MENCARIN, SVI S.MENCARIN@EPLUS.COM
 PRINTED NAME EMAIL
[Signature] SVI 5/19/19
 SIGNATURE (VENDOR OFFICIAL) TITLE DATE



Veteran-Owned Business Enterprise Program Form

In accordance with Section 4.130 of the Howard County Code, it is the policy of Howard County Government to encourage increased participation by Veteran-Owned Business Enterprises in the procurement of all goods and services through all solicitations by the County. The Veteran-Owned Business Enterprise (VOBE) program includes an overall aspirational goal of 1% of the County's total dollar value of procurement contracts to be made directly or indirectly with Veteran-Owned Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

For the purposes of the Veteran-Owned Business Enterprise Program, a Veteran-Owned Business Enterprise (VOBE) is defined as a business enterprise that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise. To search the database of business enterprises that are verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs visit <https://www.vip.vetbiz.va.gov>.

Complete this form and return it with your response to the solicitation.

Complete Part 1 below if: Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 2 below if: Supplier is proposing to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 3 below if: Supplier proposes NO Veteran-Owned Business Enterprise participation.

Check as applicable

1. Veteran-Owned Business Enterprise Certification: Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs

2. Veteran-Owned Business Enterprise Subcontract Participation: Supplier proposes to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs in the contract as described below:

Name(s) of VOBE Subcontractor(s): _____

Description of Work: _____

Percentage of Participation: _____ %

3. NO Veteran-Owned Business Enterprise Subcontract Participation Proposed.

Name of company: ePlus Technology, Inc.
Printed name: Steven Mencarini Title: SVP
Authorized signature: [Signature] Date: 4/20/19
Email: smencarini@eplus.com Phone: 703-984-8400

**PEPPM PROGRAM
2019 PRODUCT LINE BID - PENNSYLVANIA
REQUEST FOR BIDS, ELECTRONIC NO. 528897
TECHNOLOGY EQUIPMENT, SOFTWARE,
SERVICES, SUPPLIES, AND OTHER ITEMS
AS ISSUED**

**PEPPM 2019 Product Line Bid – Pennsylvania
Amendment I
August 20, 2018**

Changes to the Product Line Bid List for Pennsylvania are as follows:

I. PRODUCT LINES ADDED

<u>Product line</u>	<u>Product Line Description</u>
AGiRepair	Mobile device repair
Boomi, Inc.	Enterprise integration platform
Edwards Life Safety	Life safety, fire alarm and mass notification solutions
Electronic Theatre Controls, Inc.	Theatre control systems, consoles and lighting
Gumdrop Cases	Protective cases
Kronos	Workforce management solutions
Nokia*	Networking products
Premier Mounts	Visual display mounting solutions
Qlik	Enterprise data analytics platform
RS2 Technologies	Access control products

II. PRODUCT LINES REMOVED

<u>Product line</u>	<u>Product Line Description</u>
Advidia	Network security camera solutions

III. PRODUCT LINE NAME & DESCRIPTION CHANGES

<u>Product line</u>	<u>Product Line Description</u>
Bosch/Philips (Original)	Video surveillance and digital recording equipment
Bosch Security Systems (Revised)	Security, safety and sound solutions
Denaq, Inc. (Original)	Batteries and power adapters for laptop computers, digital cameras and camcorders
Denaq, Inc. (Revised)	Batteries and power adapters

IV. E-RATE FORM 470 BIDDING CATEGORIES INFORMATION

* The Nokia product line is E-rate eligible and is being added to the Form 470 procurement in accordance with the specific process/requirements established in the RFP for bidding equivalent product lines. The product line is being bid under Category 2 E-rate categories: Routers, Switches, Wireless Access Points and Wireless Controllers for Internal Connections, Managed Internal Broadband Services, and Basic Maintenance of Internal Connections; as well as in Category 1 Network Equipment.

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
1	247 Security, Inc.	Fleet video and data management system
2	3D Printclean	3D printer enclosures
3	3D Systems, Inc.	3D printers
4	3DRobotics	Cameras, robotics, drones, and accessories
5	6Connect	Network management platform
6	A+ Mobile Solutions	Mobile lab stations, teacher stations and accessories
7	A10 Networks	Availability, acceleration and security products
8	Absolute Software	Endpoint security and management solutions software for computers, laptops and devices
9	Acano	Mobile device management software
10	ACE Computers	Hardware, software, related services and other branded products
11	Acer	Hardware, software, related services and other branded products
12	Acquia	Web content management system
13	Acronis	Backup, recovery and image software
14	ACTI Corporation	IP video surveillance products
15	Actiontec	Wi-Fi and network equipment
16	Actnet AES Intellinet	Wireless mesh radio communicators
17	Adobe Systems, Inc.	Multimedia, creativity and Internet application software
18	Adtran, Inc.	Networking and unified communications/VOIP solutions
19	ADVA Optical Networking	Networking products
20	AEE	Body cameras, action cameras, drones and accessories
21	Aerialtronics	Drones, cameras, and accessories
22	Aerohive Networks	Wireless LAN products
23	AGIRepair	Mobile device repair
24	Alphone	Intercom and video phones
25	Airtame	Wireless streaming solutions
26	Alcatel-Lucent	Communications and networking solutions
27	Alertus	Mass notification systems
28	Alexandria	Library management solutions
29	Allgress	Business risk intelligence solutions
30	Allied Telesis, Inc.	Networking products
31	Allot Communications	Network monitoring and bandwidth management
32	Allworx	Phone systems
33	Altronix	Power and transmission solutions
34	Alvarado	Turnstiles
35	Amatrol	Learning system hardware and software
36	Amazon Web Services	Cloud computing services
37	Ameba	Security cameras
38	American Dynamics	Security surveillance products
39	Amlmon	HD wireless video solutions
40	Amplify Education, Inc.	Tablets and accessories
41	Amplivox	Portable sound systems, lecterns and multimedia workstations
42	AMX	Control and automation, switching, AV signal distribution, and digital signage
43	Anchor Audio	Portable sound/microphone systems
44	AngelTrax	Mobile digital video recording surveillance solutions (DVR and NVR), wireless solutions, driver behavior and fleet management
45	Anomali	Enterprise threat intelligence solutions
46	Anthro Technology Furniture	Furniture
47	Anywhere Cart	Secure charging carts, cabinets and accessories
48	AP Lazer	Laser engraving equipment
49	APC	Power protection products
50	Apperson	Scanners
51	ApplianSys, LLC	Network appliances and web caching
52	Applied Network Intelligence	Audio conferencing and notification systems
53	App-Techs Corporation	Network video and digital video recorders
54	Aquity Brands, Inc.	LED lighting products
55	ArcLite Optronics Corporation	LED and non-LED lamps, projector replacement lights
56	ArcMail Technology, Inc.	Email archiving and management products and solutions
57	Arecont Vision	Video surveillance cameras and equipment

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
58	Arista Networks	Networking products
59	AristotleInsight::K12	Classroom management, behavior analytics, filtering, asset tracking and utilization solution
60	Ascend Math	Math oriented interactive educational supplements and materials
61	Ask Proxima	Projectors
62	Assa Abloy	Door opening solutions and locking hardware
63	Asus Computer International, Inc.	Hardware, software, related services and other branded products
64	Atdec	LED, LCD and plasma TV and monitor mounts
65	Atlas IED	Audio solution products
66	Atlona Technologies	Analog and digital connectivity solutions
67	Atomic Learning, Inc.	Web-based software training and support
68	Audio Enhancement	Audio amplification products
69	A-V Mounts	Audio visual mounting solutions
70	AVAST	Antivirus products
71	Avaya	Unified communications and collaboration
72	AVerMedia Information, Inc.	Classroom presentation solutions, document cameras and PC2TV conversion
73	Avid	Audio headsets, ear pieces, and accessories
74	Avigilon	Video surveillance and access control products
75	Avizla, Inc.	Video conference solutions
76	AVRover	Portable presentation systems
77	AVST	Unified messaging and unified communication solution products
78	Axiom	Memory, storage, network hardware, flash and battery products
79	Axis Communications	IP video surveillance products
80	B&B Electronics	Data communications
81	B&S Media	Lecterns and smart podium products
82	BadgePass, Inc.	Identity manager, access control, video surveillance, smartreg and visitor management products
83	Baicells Technologies	Wireless broadband solutions
84	BAK USA Technologies Corporation	Mobile computing devices, including laptops, tablets, Atlas 12, Seal 8, and Bak Board products
85	Balt, Inc.	Computer and classroom furniture
86	Barnes & Noble, Inc.	E-readers and tablets
87	Barracuda	Network security, web security, application delivery, email security and storage
88	BASCOM	Internet curriculum and filtering solutions
89	Belden	Cabling products
90	Belkin	Networking, connectivity products and accessories
91	BenQ America Corporation	Monitors and projectors
92	Berktek	Cabling products
93	Best-Rite	Visual communication products and technology support equipment
94	Black Box	Charging carts, collaboration solutions, digital signage, communications, and infrastructure solutions
95	Blackboard	School learning and management system
96	Bluecoat Systems	Filtering and security products
97	BoardShare	Interactive whiteboards
98	Bogen Communications, Inc.	Audio products and systems
99	Bonfire	RFX platform software
100	Boomi, Inc.	Enterprise integration platform
101	Bosch Security Systems	Security, safety and sound solutions
102	Boxlight Corporation	Presentation systems
103	BOXZY	3D printers
104	Bradford Networks	Network access control products
105	Brenthaven	Cases and accessories for tablets, mobile devices and other hardware
106	Bretford Furniture Manufacturing	Computer and classroom furniture
107	Brickcom Corporation	IP cameras, embedded/PC-based NVRs, and networking equipment
108	Britannica Digital Learning	Curriculum-correlated products
109	Brite Computers	Hardware, software, related services and other branded products
110	Broadberry Data Systems	Data storage server solutions
111	Brocade	Networking products
112	Brother International Corporation	Printers, fax, multi-function printers, labelers and supplies

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
113	Bump Armor	Protective cases
114	ByteSpeed Computers	Hardware, software, related services and other branded products
115	CA Technologies	Enterprise systems management software
116	Cables2Go	Cables and connectors
117	CABLExpress	OEM compatible networking accessories, cabling and other branded products
118	Califone International	School based computer and audio products
119	Cambium Networks	Wireless broadband solutions
120	Cambridge Sound Management	Sound masking products
121	CAMP Director	Facility management and compliance software
122	Canon USA - Copiers	Copiers, fax, multi-function printers and micrographic products
123	Canon USA -Imaging Products	Digital, still, and video cameras, camcorders and projectors
124	CareHawk Safety Communications	Security systems, communications and monitoring systems for schools
125	Carnegie Learning, Inc.	Math curriculum
126	Casio, USA	Projectors, cameras, calculators, digital pianos/keyboards, cash registers/POS and label printers
127	CAT Simulators	Caterpillar heavy equipment simulators
128	Certica	School data integration and interoperability
129	Cetacea Sound Corporation	Classroom audio and microphone systems
130	Checkpoint	Firewall and security products
131	Chief Architect	CAD software
132	Chief Manufacturing	Ceiling mounts and CoPilot classroom multimedia systems
133	Chromko LA	Outdoor solar street lights
134	Ciena	Packet networking, optical transport and converged packet optical products
135	CIPAFilter	Networking security and internet filtering products
136	CirrusWorks	Bandwidth management solution
137	Cisco	Networking, security and telecommunication products
138	Citrix	Virtualization and server/network system software
139	ClassLink, Inc.	Personal cloud desktop, student administration and curriculum management system
140	Clear Touch Interactive	Interactive panel and displays solutions
141	Clear Voice	Planar audio solutions
142	Clevertouch	Interactive touchscreens
143	Cloudgenix	WAN solution software
144	CM Labs	Vortex simulation-based training solutions
145	Columbia Manufacturing	Classroom furniture
146	Commscope	High performance data cables, CATV, MATV, and fiber optic cables
147	Commvault	Backup and disaster recovery products
148	Compass Learning	K-12 learning acceleration software
149	Comprehensive	Cabling products
150	Compulocks Brands, Inc.	Locks and enclosures for computers, tablets and other devices
151	Computer Comforts, Inc.	Technology and classroom furniture
152	Computer Connections	Hardware, software, related services and other branded products
153	Computer Lab International	Thin/cloud computing based software and hardware solutions
154	Concensus Technologies	Identity management software solutions and related services
155	Concur	Travel, expense and invoice cloud product
156	ConnectSolutions, Inc.	Web conferencing, collaboration and unified communication tools
157	ContentKeeper	Internet and network security products
158	Continental Access	CCTV cameras, video equipment and access control products
159	Copernicus Educational Products	Furniture, library book storage, mobile carts, easels and other classroom products
160	Copper Cables Direct	Copper cables and connectors
161	Corel	Office productivity and graphics software
162	Cradlepoint	Networking, security and telecommunication products
163	Crestron	Video and audio control systems
164	CTL	Chromebooks, carts, accessories, licenses, imaging, consoles and tagging
165	Custom Educational Furniture	Technology furniture
166	Cyber Acoustics	Speakers, headsets, headphones and microphones
167	Cybernetics	Data backup and storage solution hardware
168	Cyclone Products, Inc.	Computer security locks, cables, anti-theft anchoring systems and protective cases for laptops, iPads, tablets and chromebooks
169	Cylance	Antivirus and internet content security products

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
170	D&D Security Resources	Student series iPad protective cases
171	DakTech	Hardware, software, related services and other branded products
172	Da-Lite	Presentation products
173	Dallmeyer	Network based video surveillance products
174	Dark Trace	Cyber security protection solutions
175	Data Management, Inc.	TimeClock Plus - automated time and attendance products
176	Datacard Group	Photo ID equipment and software
177	DataComm Cables	Network and audio cables
178	Datamation Systems	Security cabinets, carts and asset tags
179	DATTO, Inc.	Data storage products
180	Datum	Technology carts and computer storage products
181	Dell	Hardware, software, related services and other branded products
182	Dell EMC	Storage systems, backup, software and services
183	DEMCO	Computer and library furniture
184	Denaq, Inc.	Batteries and power adapters
185	DigitalPersona	Biometric security products
186	Digium	Telecommunication products
187	Direct 2 OEM	Compatible optics and transceivers
188	DITEK Surge Protection	Surge protection solutions
189	Diversified Woodcrafts, Inc.	School, computer, lab, science furniture and casework
190	DJI	Drones, cameras, and accessories
191	D-Link	Networking products
192	DMP	Digital monitoring products
193	DMSI	Fiber cable and connectors
194	Domo	Data visualization
195	Double Robotics	Visual communications and robotic solutions
196	DragonWave	Packet microwave solutions
197	Dremel 3D	3D printers
198	Dropbox	Cloud storage services
199	Druva	Cloud data protection and management
200	Dukane - Audio/Visual	Audio video products
201	Dukane - Communications	Sound, communication and timekeeping solutions
202	Duo Security	Secure single sign-on and two-factor authentication
203	DVTel	Security cameras and video management systems
204	Dyn	DNS subscription solutions
205	EAGL Technology	Emergency Automatic Gunshot Lockdown (EAGL) system
206	EarthWalk	NetWize systems and notebooks
207	EasyLobby	Visitor management systems
208	Eaton	Power distribution, protection, and infrastructure products
209	Echo360	Video-based learning
210	Edgenuity	Standards-aligned digital curriculum solutions
211	Edgewave	Secure content management (SCM) solutions
212	Edimax	Network communication products
213	eduGear	Chromebooks, notebooks, tablets, mobile charging carts, cabinets and accessories
214	Edutech Technology Solutions, LLC	Integrated audio visual carts
215	EduTone, Inc.	Cloud-based single sign-on (SSO) and identity management platform
216	EduVision	Video hosting and distribution with video capture products
217	Eduware, Inc.	Online assessment engines and clicker solutions
218	Edwards Life Safety	Life safety, fire alarm and mass notification solutions
219	Egan TeamBoard, Inc.	Electronic whiteboards
220	Egghead Electronics	Headphones, PA equipment and document cameras
221	EIKI	Audio video products
222	EIZO	Monitors
223	Electronic Classroom Furniture Systems	Computer and classroom furniture
224	Electronic Theatre Controls, Inc.	Theatre control systems, consoles and lighting
225	Elite Screens	Projector screens and whiteboards
226	Elucian	Student information systems
227	Elmo Manufacturing Corporation	Visual imaging equipment, presenters and overhead projectors
228	Enexis	Security cameras, servers and client stations

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
229	EnGenius	Wireless networking and telecommunications solutions
230	Eon Reality	Augmented and virtual reality equipment, software and solutions
231	Epilog Laser	Laser engravers
232	Epson America, Inc.	Printers, projectors, scanners and accessories
233	Equinix	IBX data center and colocation provider
234	Ergotech Group, Inc.	LCD monitor mounts, LCD arms and ergonomic workspace solution products
235	Ergotron	Mounting and mobility products for monitors, laptops, tablets, flat panels and TVs
236	ESET, LLC	Security software
237	ESI (Estech Systems, Inc.)	Telephone systems
238	eSoft	Network security
239	ESSDACK	Robots remotely controlled by computer, notebook, etc.
240	E-Station	Lecterns and smart podium products
241	e-Systems Group, LLC	IT Infrastructure including racks, power, cooling, containment, computer furniture and IT services
242	ETR	Video on demand
243	Evault	Cloud disaster recovery and data resiliency
244	Everase	Whiteboard solutions
245	Everbridge	Mass notification system
246	EverFocus	Surveillance cameras and DVRs
247	Evoke	Room manager software
248	Exacq	Video surveillance software
249	Exinda Networks	WAN optimization and application acceleration products
250	EXO U	Collaborative sharing and instructional management software
251	Extrahop	IT operations and wire data analytics
252	Extreme Networks	Networking products
253	Extron	Audio video products
254	ezRouter	CNC routers and plasma cutters
255	F5 Networks	Applications security, availability and optimization hardware and software
256	Faronics	Utilities software for control of multi-user computers
257	Feenics	Cloud based access products
258	Fidelis	Cybersecurity products and solutions
259	FileWave	Enterprise level multi-platform systems and mobile device management software
260	FireEye	Malware security solutions
261	Firelite	Fire alarm systems
262	Flirtide	Wireless mesh Infrastructure and access products
263	Flir	Cameras, sensors, trackers, Skywatchers, and other equipment for security and safety
264	Fluke	LAN/WAN test equipment
265	Follett Software	Library automation and educational software
266	FomCore	Foam-core furniture and custom shapes
267	Food Service Solutions, Inc.	Food service hardware and software
268	Forest Scientific Corporation	CNC routers, plasma cutters, mill and lathe machines and control upgrades
269	Formax	Pressure seal, mailing, data destruction and digital print finishing products
270	Fortinet	Network security appliances
271	Fortress Mobile	Mobile video, GPS and customized fleet management platforms
272	Fourier Education	Educational tablets, labmate and accessories
273	Freely Systems	Drones, cameras, and accessories
274	FriendMedia	Schoolwide digital signage and emergency alert
275	Front Row	Classroom amplification systems
276	Frontline	School administrative software
277	FSR, Inc.	Collaboration and room control systems, fiber optic cables, racks and boxes
278	FST Biometrics America, Inc.	Secure access solutions
279	Fujitsu - Computers	Hardware, software, related services and other branded products
280	Fujitsu - Scanners/Drives	Scanners, hard drives and optical drives
281	Full Spectrum Laser	Laser engravers
282	Gaggle	Student safety management
283	Garner	Hard drive destroyer
284	Garrett	Security metal detection devices
285	Gatekeeper Systems, Inc.	Mobile digital video products and accessories
286	Gazoo	Virtual desktop infrastructure

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
287	GCC America, Inc.	Laser engravers, laser cutters, cutting plotters, and large to grand format digital printers
288	GE Security	Surveillance cameras and DVRs
289	Gemini Data	Digital infrastructure platform
290	GeneeWorld	Interactive instructional hardware
291	General Cable	Electronic wire and coaxial cable
292	Genetec	Access control products and video surveillance hardware and software
293	Georgia Chair Company	Classroom and library furniture
294	GeoVision (USA Vision Systems)	IP surveillance equipment, including IP cameras, VMS, access control, digital signage and license plate recognition
295	Gigamon	Network visibility and traffic monitoring
296	GN Netcom/Jabra	Headsets and telephony devices
297	GoGuardian	Chromebook management and content filtering solutions
298	Good-Lite	Computerized vision screening and testing software and accessories, including EyeSpy 20/20
299	Google	Hardware, software, related services and other branded products
300	GoPro	Cameras, robotics, drones, and accessories
301	GPC	Cases for cameras, video equipment, and drones
302	Grace Global Computers	Hardware, software, related services and other branded products
303	Grafco, Inc.	Computer and classroom furniture
304	Grandstream	Phone systems
305	Great Lakes Case and Cabinets	Racks and data enclosures
306	Greene Mfg., Inc.	School, computer and laboratory furniture
307	Gumdrop Cases	Protective cases
308	Hall Pass	Visitor screening solution
309	Hamilton Buhl	Audio and video products and accessories
310	Hann Manufacturing, Inc.	Computer and lab furniture
311	Hanwha Techwin America	Video surveillance and recording products
312	Hatch, Inc.	Computer learning center solutions and other early childhood education products
313	Hayes Software Systems	Inventory control solutions
314	Heartland School Solutions	Food service software, hardware and payment solutions
315	Hewlett Packard Enterprise	Servers, storage systems, backup, networking, security, telecommunication products, software and related services
316	HID Global	Secure identity solutions
317	Higher Ground	Cases and accessories for tablets, mobile devices and other hardware
318	High-Tech Bridge	Web security products
319	HIKvision	Digital video surveillance equipment
320	Hitachi America, LTD	Video projection equipment
321	Hitachi Cable America	Premise and fiber optic cable
322	Hitachi Data Systems	Storage products and software
323	Hobsons	Career readiness platform
324	Honeywell Security Group Products	Security, access control, fire and intrusion detection systems, etc.
325	Howard Computers	Hardware, software, related services and other branded products
326	HP Inc. - Computers	Desktops, laptops, tablets, software and related services
327	HP Inc. - Printers/Imaging	Printers, scanners, multifunction devices, and supplies
328	Huawei	Networking, WLAN, microwave broadband, LTE, security cameras, storage, and servers
329	Hubbell	Cabling products
330	Hyland Software, Inc.	Enterprise content management software
331	Hytera America, Inc.	Two-way radio systems and related accessories
332	iBenzer	Protective cases and accessories
333	IBM Corporation	Hardware, software, related services and other branded products
334	iBoss Web Filters	Internet content security appliances
335	ICOM America, Inc.	Two-way radio systems and related accessories
336	ICON Cloud Solutions	Hosted voice and notification services
337	Identocard Systems	Photo identification products
338	ImageAPI	Digital content management
339	Imation	Storage and data security products
340	Impero	Device management tools and software
341	Imperva	Application data security

PEPPM 2019 Product Line Bid List - Pennsylvania

Revised August 20, 2018

#	Product Line	Description
342	Impulse	Network security products
343	Inaxsys	Video surveillance technology and solutions
344	Infoblox	Network management and security solutions
345	Infocus	Projection equipment
346	InfoExpress	Network access control products
347	Infor	SIS and school administration software
348	Informatca	Enterprise cloud data management and data integration
349	Information Builders	Data integration and data quality solutions
350	Informed K12	Workflow automation and digitization solution
351	Infortrend Corporation	Data and network storage system solutions
352	InfoSnap	Online admission and registration solutions
353	Infradpt	Hosted, hybrid, VoIP solutions and cloud managed IT services
354	Innovation Wireless	Clock systems
355	Innovative Interfaces	Integrated systems for library management
356	Inspiration Software, Inc.	Educational software
357	Instructure	Online video learning platform and assessment management system
358	In-Synch Systems	Law enforcement records management software
359	Insystech, Inc.	TEAMS - the education assets management
360	Interactive Services Group, Inc.	Mobile device comprehensive maintenance and repair services
361	Interior Concepts	Computer and classroom furniture
362	Interlock Concepts	School audio, communication and alerting
363	Interlogix	Security products and services
364	Interphase Corporation	Penveu Interactive display system
365	IntraLogic Solutions	Security products and services
366	logear	Cases, switches, KVM
367	IPConfigure	Enterprise IP video surveillance solutions
368	IPEVO	Document cameras and interactive whiteboards
369	IPVideo Corporation	Video management solutions and physical security information management
370	Ironwood Manufacturing	Technology furniture
371	ISE	Lecterns, computer and classroom furniture, and ergonomic workspace products
372	Isonas	Panel-less IP access control
373	ItsLearning, Inc.	Learning management system
374	Iwatsu America Corporation	Telecommunications systems
375	IXIA, Inc.	Network and application performance testing software and services
376	IXL Learning, Inc.	Educational software
377	Javelin Networks	Network security platform
378	Johnson Controls	Security and fire products
379	Juniper Networks	Networking and security products
380	Kajeet	Off campus education broadband solution for home
381	Kaminar	Flash and cloud storage products
382	Kanguru	Secure flash drives, duplicators and hard drives
383	Kantech	Access control systems
384	Kaspersky	Anti-virus, malware and endpoint security software
385	KeepnTrack	School security, safety software and lobby management
386	Ken-A-Vision	Document cameras
387	Kensington	Mobility, locking, securing, ergonomic, input devices and charging technology products
388	Kenwood U.S.A. Corporation	Two-way radio systems and related accessories
389	Keri Systems	Access control and integrated security systems
390	KIBO	Coding blocks robot and accessories
391	Kingston	Memory products and accessories
392	KnowBe4	Integrated security awareness training and simulated phishing platform
393	Kodak	Digital cameras, scanners and digitizing equipment
394	KOH Rail Systems	Interactive board mounting products and presentation systems
395	Kronos	Workforce management solutions
396	KSI Professional	Multi-media lecterns
397	Kyocera - Copiers	Copiers, multi-function devices and software
398	Kyocera - Printers	Printers
399	Labdisc	Data logging device
400	Labsonic	Headphones and listening centers

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
401	LaCie	Data storage
402	LAM Systems, Inc.	Hardware, software, related services and other branded products
403	LanSchool	Classroom management software
404	Lantronix	Data center solutions
405	LapCabby	Static portable IT cart solutions for chromebooks, netbooks tablets, iPads and laptops
406	Learner	Headphones
407	LearnPad, Inc.	Educational tablets, cloud management/supervision system and technology solutions
408	Lencore	Sound masking, mass notification, paging, music and audio systems
409	Lenel	Access control products and IP video management solutions
410	Lenovo	Hardware, software, related services and other branded products
411	LENS	Automated lockdown and emergency notification system
412	Leviton	Lighting, electrical controls and devices
413	Lexmark International, Inc.	Copiers, printers, fax and multi-function products
414	LG Electronics	TV/audio/video products, monitors, projectors, notebooks and optical media products
415	LG Ericsson	Networking products
416	LifeSafety Power	Smarter power solutions and remote monitoring, providing modular AC, DC, and PoE systems
417	LifeSize Communications, Inc.	HD video conferencing equipment
418	Lifetime Memory Products	Memory for computers, cameras, mobile devices and other technology
419	Lightspeed Systems	Internet security products
420	Lightspeed Technologies, Inc.	Classroom amplification systems
421	Linear Pro Access	IP-based telephone entry systems, intercom and access control systems
422	Listen Technologies Corporation	Audio amplification products
423	Lithonia	Lighting products
424	LittleBits	Electronic building blocks and robotics
425	LiveScribe	Optical pen record and playback
426	lockncharge	Charging and transport solutions for storing laptop, tablet, Chromebook, iPad and other mobile devices.
427	Logitech	Computer and tablet accessories
428	LogRhythm	SIEM-event monitoring products
429	Louroe Electronics	Microphone and audio security products
430	LTS Security, Inc.	Video recorders, IP cameras and accessories
431	Lucasey	Mobile device lockers and anti-theft security products
432	Luidia, Inc.	Portable interactive solutions for classroom
433	Lulzbot	Open desktop 3D printers, software and supplies
434	Lumens Integration	Digital visual presenters and document cameras
435	Lumension	Device control and patch management
436	Luxor	Computer and classroom furniture
437	Lynda.com	Online video tutorials to help learn software, creative, and business skills
438	MakerBot	Desktop 3D printer
439	Maps 101	Online educational content subscriptions
440	Markant	Computer and classroom furniture
441	Marvel	Computer furniture and classroom workstations
442	Matter and Form, Inc.	3D scanning devices
443	M-Audio	MIDI controllers, microphones, speakers, and preamps
444	Max Cases	Protective cases and accessories for Chromebooks and mobile devices
445	Maxxess Security	Security management solutions
446	McAfee, Inc.	Network analysis, antivirus and security software
447	MediaCAST	Digital content management and video streaming solutions
448	MeetingOne	Audio and web-conferencing, eLearning presentations, meetings and large events
449	Mersive	Visual computing software
450	Microsoft - Hardware	Tablets and other branded hardware
451	Microsoft - Software	Operating systems and applications software
452	Middle Atlantic Products	Racks, cabinets, enclosures and accessories
453	MIEN Company	Technology and classroom furniture
454	Mifram Security	Modular vehicle barrier systems and other branded products
455	Milestone Systems, Inc.	IP video management software
456	Mimio	Interactive whiteboards, software and accessories
457	Mimosa Networks	Networking, WLAN, and microwave broadband products

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
458	MInuteman	Power protection products
459	Mist Systems	Wireless networking products
460	Mitel, Inc.	Video conferencing, telephony and communication equipment
461	Mitsubishi Digital Electronics America	LCD projectors and presentation products
462	MobileIron	Mobile device management software
463	MobileMind	Professional development software
464	Mobotix	Video surveillance cameras
465	MOCET	Telecommunication products/VOIP Systems
466	Modular Robotics	Robot blocks
467	Mohawk	Cabling products
468	Mojo Networks	Cloud managed WiFi networks
469	MooreCo	Visual communication products, technology support equipment and office furniture
470	Motorola Solutions - Two-Way Radios	Two-way radio systems and related accessories
471	Motorola Solutions - Wireless Networking	Wireless networking products
472	MSI Computer Corporation	Hardware, software and other related products
473	Mustang AV	Mounts and screens
474	NAO Robot	Humanoid robotics
475	National Furniture	School furniture for collaborative education and technology
476	Ncomputing, Inc.	Terminals and software
477	NCP Engineering	Secure remote access products
478	NCS Technologies, Inc.	Hardware, software, related services and other branded products
479	Nearpod	Interactive lessons on mobile devices and formative assessment
480	NEC - Projectors/Displays	Projectors and displays
481	NEC - Servers	Hardware, software, related services and other branded products
482	NEC - Telecommunications	Telecommunications equipment
483	Neopost	Postage meter and mailroom equipment products and software
484	NetApp	Storage systems, backup, software and services
485	NetGear	Networking products
486	NetIQ	Data center software
487	Netop	Classroom management software
488	Netskope	Cloud based security monitoring
489	NetSupport, Inc.	Classroom management software
490	Neverware	CloudReady operating system
491	Newline Interactive	Interactive flat panel displays and video conferencing products
492	Next Level Security Systems	Network video and access solution
493	NexTraq	GPS fleet tracking management platform
494	Nokia	Networking products
495	Nomad Technologies, Inc.	Multimedia podiums and presentation systems
496	NorvaNivel	Educational and classroom furniture
497	NOVA Solutions, Inc.	Lecterns, computer and classroom furniture, collaboration and multi-purpose tables
498	Novell, Inc.	Operating systems and desktop deployment software
499	Numonics	Interactive whiteboards and wireless presenters
500	Nutanix	Virtual storage products
501	Nvidia	Graphic cards, video accelerators, GPUs, NVSwitches, AI/ML/DL systems
502	NWN	Cloud solutions
503	Oce	Copiers, fax, multi-function printers and micrographic products
504	Oki Data	Copiers, printers, fax and multi-function products
505	Okta-Software	Cloud management
506	Onelogin	Identity and access management (IAM) solution
507	OneScreen	Interactive flat panels, interactive whiteboards, video conferencing and classroom collaboration software
508	ONfinity	Portable Interactive presentation systems
509	OnSSI	IP video surveillance and security software
510	Optiview	CCTV equipment
511	Optoma Technology, Inc.	Projection equipment
512	Oracle America, Inc.	Relational database management systems, servers and storage products
513	OSI Security Devices	Access control products
514	OSP.com	Optical network products
515	Otter Box	Protective cases

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
516	Overdrive	Platform for ebook and audio book delivery and lending
517	Ozobot	Coding blocks robot and accessories
518	PacketViper, LLC	Network security products
519	Palo Alto	Next-generation firewalls and security software
520	Panasonic Corporation	Hardware, software, related services and other branded products
521	Panda Security	Cloud protection including web-based antivirus, anti-spyware and web filtering
522	Panduit Corporation	Cabling, raceway, jacks and patch panel equipment
523	Paragon Furniture	Technology furniture
524	Parallels	Desktop software for Apple products
525	Parrott	Drones, robots, audio devices, cameras and accessories
526	Pathway Innovation and Technologies	Cameras, software and accessories
527	Paxton Access	Electronic access control systems
528	PCS Revenue Control Systems, Inc.	Food service management solutions
529	Peerless	Television/electronic board mounts and projector brackets
530	Pelco	Video and security systems
531	Penveu	Interactive display systems
532	PFU Systems, Inc.	Hardware, software, related services and other branded products
533	Phillips Corporation	Large format LCD displays, digital signage and touch screens
534	PhishMe	Network security vulnerability staff training
535	Phoenix Optix	Copper and fiber optic connectivity products
536	pi-top	Build-it-yourself laptops, computers, software, and management systems
537	Pivot3	Data center, storage and network resource solutions
538	Plantronics	Headsets and telephony devices
539	PLATO Learning	Online and computer based curriculum, assessment and professional development
540	PolyCom	Video conferencing equipment
541	PowerGistics	Device charging and storage systems
542	PowerSchool	Student information systems, learning management and administrative software
543	Premier Mounts	Visual display mounting solutions
544	Prepare Response	Rapid response crisis management system
545	PrepMagic	Interactive and experiential simulation-based science
546	Primex	Wireless synchronized time systems
547	Primus Cable	Structured IT cabling system
548	Printronix	Barcode and thermal printers
549	Prolabs	Compatible optics/transceivers
550	Proline Options	Desktops, laptops, tablets, software and related services
551	Promethean	Interactive whiteboards and classroom technology solutions
552	Proofpoint	Cybersecurity threat and compliance management
553	Pro-Vision, Inc.	Mobile digital video recorders, cameras and visual displays
554	Prowise	Interactive touch screens, mobile lift systems, cloud-based software, student devices
555	Proxim Wireless	Networking, microwave and WLAN products
556	Pure Storage	Storage systems, backup, software and services
557	Pyramid Time Systems	Time clocks, automated time clock systems and wireless clocks
558	Qlik	Enterprise data analytics platform
559	QOMO HiteVision	Document cameras, monitors, digital signage, interactive boards, media carts, etc.
560	Quadrones	Drones, quadcopters, cameras and accessories
561	Qumulo	Storage products
562	Radio Engineering Industries, Inc.	Mobile video surveillance solution
563	Radware	Cyber security and application delivery products
564	Rapidcare	Hardware maintenance program
565	Rauland-Borg	Communication systems
566	Raytec	LED Infrared & white light illuminators for video security and safety lighting applications
567	Razberi Technologies	IP video surveillance appliances
568	RBH Access Technologies	Access control systems
569	Reclamere, Inc.	IT asset management and services
570	Recordex	Document cameras, interactive multimedia, wireless pads and projection screens
571	Red Hat, Inc.	Open source enterprise operating system software
572	RedSeal	Security risk management solutions
573	Reduxio	Enterprise storage solution products

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
574	Remind	Communication platform
575	Renaissance Learning, Inc.	Cloud-based assessments, reading and math practice and intervention programs, and professional development services
576	Revertch Solutions	Computer and tablet repair services
577	Revolabs	Wireless voice amplification systems
578	Revolve Robotics	Distance learning products
579	Ridge Logic Development	Scene studio digital signage
580	Riverbed	SD-WAN, WAN optimization, application, performance management and other networking products
581	RM Education	Whiteboards, tablets, laptops, digital cameras, audio products and curriculum software
582	RoboKind	Advanced social robotics and accessories
583	Robotis	Educational robots and kits
584	Rocky Mountain RAM	Memory products
585	Roland DGA Corporation	Scanners, thermal and wide format printers
586	RS2 Technologies	Access control products
587	RSA Security	Security products
588	Rubrik	Backup, recovery and data management solutions
589	Ruckus Wireless, Inc.	Wireless networking products
590	Rugged Protection	Student series iPad and tablet cases, chromebook cases and MFI wired keyboards
591	Russwood	Library/computer furniture and classroom technology solutions
592	S2 Security	Security management and electronic access control products
593	SA International	EnRoute software
594	SAFARI Montage	Multimedia distribution systems
595	Safety Technology International (STI)	Fire, safety and security products
596	Sallent Systems	Video surveillance management systems
597	SAM labs	STEM coding app and accessories
598	Samsara	Wireless sensor solutions for energy monitoring and fleet management
599	Samsung - Consumer Products	Consumer grade digital cameras, camcorders, TVs, Blu-Ray/DVD players, theatre/audio, wearable technology and LED lighting
600	Samsung - Enterprise Products	Displays, large format displays, notebooks, tablets, chromebooks, memory and storage
601	Samsung - Networking and Voice	Networking and voice communication products
602	Samsung - Telecommunications	Business telephones and data networking
603	Samsung - Visual Presenters	Document cameras and visual presenters
604	Sanako	Language lab products using cloud computing
605	Sandvine	Network intelligence solutions
606	Sanyo	Video, projectors and digital cameras
607	SAP	Enterprise resource planning, finance, and HR software
608	Sapling, Inc.	Clocks
609	SavvyTech	Surveillance and security products
610	SBOX	Digital infrastructure platform
611	Scale Computing	Clustered IT infrastructure products
612	Scannx	Library scanning solutions
613	Scantron Corporation	Optical mark readers, scanners, scannable forms and software
614	Scholar Craft Products	Computer and classroom furniture
615	School Check In	Visitor management systems
616	School Gate Guardian	Visitor management systems
617	School Messenger	Mass notification system
618	Schoolology	Learning management system
619	SDC Security	Access control products and lock hardware
620	Seagate	Storage products and accessories
621	Seal Shield	Protective waterproof peripherals
622	Secureworks	Managed network security services
623	Security Innovation	Security awareness training
624	Security Resources	Anti-theft security devices for technology products
625	Securly	Internet content filtering software
626	Segway	Personal mobility products
627	Seneca Data	Hardware, software, related services and other branded products
628	Sennheiser	Audio products
629	Sensor Switch	Network capable products for lighting

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
630	SentinelOne	Endpoint security software
631	Sentry Security Systems	Video surveillance products and solutions
632	Seon Design, Inc.	Video surveillance systems for school bus and public transit
633	SEP	Backup disaster recovery solution products
634	Sharp - Copiers	Copiers, fax, multi-function printers and micrographic products
635	Sharp - Professional Displays/Monitors	Professional displays/monitors
636	ShoreTel	Voice over IP products
637	Shuttle Furniture	Computer and classroom furniture
638	Stelox, LLC	Crisis lockdown alert status systems
639	Sierra Media Services, Inc.	Digital media asset management and workflow automation solutions
640	Silicon Mountain Memory	Memory products
641	Simplex-Grinnell	Fire and security systems
642	SimplyDigi	Cloud-based learning management systems
643	Sinefa	Real-time traffic management, shaping, visibility and control
644	SISCO	Visitor management systems
645	Skyward	Education management system (SIS and ERP solutions)
646	Slack	Collaboration tool company
647	SMART Technologies	Interactive whiteboards and classroom technology solutions
648	SMARTdesks	Classroom and technology furniture
649	Smith System	Educational furniture
650	Smoothwall	Web security products
651	SolarWinds	IT infrastructure monitoring and management software
652	Solodev	Web content management system
653	SonicWall	Network security products
654	Sony Electronics - Consumer	Consumer TVs, PlayStations, projectors, mobile devices, digital paper, digital cameras and KOOV educator kits
655	Sony Electronics - Professional	Professional cameras, monitors, decks and recorders, switchers, audio, projectors and displays
656	Sophos, Inc.	Antivirus and internet content security products
657	Source Code	Hardware, software, related services and other branded products
658	Sparkfun	Electrical prototyping and coding/programming products
659	Speco Technologies	CCTV and audio systems
660	Spectra Logic	Data storage products
661	Spectrum Industries, Inc.	Lecterns, charging carts, collaboration solutions, computer and classroom furniture, and makerspace technology solutions
662	Sphero	Educational coding robot and accessories
663	Splunk	Security management and assessment tools
664	SRC Solutions, Inc.	Paperless student registration
665	StarBoard	Interactive whiteboards, web conferencing, collaboration and unified communication tools
666	Status Solutions	Emergency response solutions
667	Steelcase	Interactive whiteboards, library/computer furniture and classroom technology solutions
668	SteelFin	Video surveillance servers
669	STEM Fuse	STEM curricula
670	Stoneware, Inc.	Cloud, classroom management and remote desktop software
671	Storagecraft	Backup and disaster recovery products
672	Stratasys	Dimension 3D printers
673	StudentTrak	Handheld student tracking applications
674	Sunburst Digital	Educational curriculum online resources and software
675	Sungard	Cloud services
676	Swivi	Video capture solutions
677	Symantec	Remote access, anti-virus utility hardware and software, backup internet security
678	Syn-Apps	Notification software and hardware solutions
679	Syncsort, Inc.	Data protection and integration software solutions
680	Synology	Network attached storage (NAS) products
681	Synovia Solutions, LLC	Electronic fleet management hardware and software
682	Tableau	Data analytics and visualization
683	TabletKiosk	Windows and Linux compatible tablet PCs

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
684	TAC/Schneider Electric	Building automation products
685	TalkMaster	IP Intercom and PA systems
686	Tangent Computer	Hardware, software, related services and other branded products
687	TAPit	Touch accessible platform for interactive technology
688	Targus Group International	Computer carrying cases and accessories
689	TE Connectivity	Voice and data cabling systems, network infrastructure and wireless products
690	TeachLogic	Infrared wireless audio products and cabinetry
691	Teachscape	Professional development, teacher evaluation, coaching and induction products
692	TeamDynamix	Work management solutions
693	Tech4Learning, Inc.	Educational software
694	Techno, Inc.	CNC routers, mills, lathes, plasma cutting systems and curriculum
695	Tegile	Storage products
696	TekVisions, Inc.	Touch screen point of sale terminals, carts, pin pad and cash drawers
697	Telecor	Intercom, public address, and master clock systems
698	TelVue	Television broadcast technology solutions
699	Tempest	Digital video recorders
700	Tenable	Cyber risk discovery and management
701	Teneros	Microsoft Exchange continuity appliances
702	Teq Online PD	Online professional development for technology instruction integration
703	Terracom	Audio over IP terminal solution
704	Texas Instruments	Graphing and non-graphing calculators, data tools and technologies
705	TextbookTracker	Textbook management software
706	The Bookcase	Protective cases
707	ThreeSixty	Intercom, paging, mass notification and IP telephone systems
708	TOA Electronics, Inc.	Audio and security products
709	Toledo Furniture	Classroom computer furniture
710	Tolemi	Location intelligence and data analytics software
711	Top Tier Fulfillment	Memory modules, batteries, lamps and flash products
712	Toshiba - Computers	Hardware, software, related services and other branded products
713	Toshiba - Copiers/Printers/MFP	Copiers, fax and multifunction devices
714	TouchIT Technologies	Interactive flat panels and software
715	T-R Associates	Hardware, software, related services and other branded products
716	Trackimo	GPS tracking systems
717	Transition Networks	Networking and networking connectivity products
718	Trend Micro	Antivirus and internet content security products
719	Trident Case	Cases and accessories for tablets, mobile devices and other hardware
720	Tripp Lite	Power protection products
721	Triumph Board	Interactive presentation solutions and audio-visual equipment
722	Trustwave	Web, application, network and data security solutions
723	Turning Technologies, LLC	Student response systems
724	Tyco	Security products and services
725	UA Solutions Group	Drone consultation packages and program development
726	Ubiquiti	Wireless network solutions
727	Ultimaker	3D printers
728	Unify	Telephony, VOIP, unified messaging
729	Unitrends	Backup, data protection and disaster recovery appliances
730	Universal Laser Systems	Laser engraver/cutters
731	Universal Seating	Food court furniture and digital signage
732	Urban Armor Gear	Protective cases for phones and tablets
733	URcast Network	Content distribution application software
734	US Cabling Products	Computer patch cords, fiber jumpers, patch panels, etc.
735	UZBL	Protective cases and accessories for portable devices
736	Vaddio	PTZ cameras, specialty camera control systems and professional USB peripherals
737	Valcom	Paging, intercom and notification systems
738	Varidesks	Height-adjustable desks
739	Varonis	Unstructured data protection and management products
740	VBrick Systems, Inc.	Video audio decoders, VOD server systems
741	Veeam	Backup and replication software
742	Verizon	Fleet management solutions

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
743	Verkada	Cloud-based video surveillance systems
744	Vernier Software & Technology, LLC	Interfaces, sensors, accessories, software, lab manuals
745	Versa Tables	Computer and classroom furniture
746	Vertical Communications	Telecommunications equipment
747	Vertiv	Power, thermal, and infrastructure management solutions
748	VEX Robotics	Educational robotics platform
749	VFI (Video Furniture International)	Video conference and AV furniture
750	Vgo Communications, Inc.	Visual communications and robotic solutions
751	Vicon Industries, Inc.	Video surveillance equipment and software
752	Video Bank	Storage and management of video, audio, and other digital content
753	ViewSonic	Displays, projectors, handhelds and presentation accessories
754	Vigitron	Video transmission solutions for IP and analog security systems
755	Violin Memory, Inc.	Storage systems and memory products
756	VION	Cloud services
757	VirtualAirBoss	Drone operations and flight management software
758	Virtustream	Cloud hosting services
759	Visiplex, Inc.	Wireless voice paging and data messaging systems for emergency communication, mass notification, public address and intercom
760	VITEC	IT service solutions
761	Vivitek, USA	Visual display and presentation products
762	Vivotek	IP CCTV Systems
763	VMware, Inc.	Virtualization products
764	Volume Cases	Chromebook cases
765	VS America, Inc.	School and office furniture
766	Vxi Corporation	Headsets and telephony devices
767	Wacom Technology	Graphic tablets
768	Wahsega Labs	VoIP products
769	Walkera	Arial drones, gimbals, cameras, and accessories
770	Wanin USA	Document cameras
771	Wasp	Bar code hardware and software
772	WatchGuard	Web security products
773	Websense	Content filtering and security products
774	Webtrends	Web, social, and mobile analytics and other software solutions
775	WePresent	Wireless presentation systems
776	West Penn Wire	Cabling products
777	Western Digital Corporation	Storage products
778	Whitney Brothers	Early childhood computer furniture and classroom solutions
779	Wilson Electric	Cell phone reception boosters
780	Windstream Holding, Inc.	Cloud services
781	Wisconsin Bench	Computer and classroom furniture
782	WiFiTuners, Ltd.	Performance management of large scale wifi networks
783	Wolfvision	Document cameras
784	Wonder Workshop	K-8 educational robots and coding
785	Wood Designs	Early childhood computer furniture and classroom solutions
786	Workrite Ergonomics	Ergonomic office products
787	Worldgate	StudentSmart data warehouse and reporting software
788	Worth Ave. Group	Accidental damage and theft insurance
789	Wyse Technology	Cloud client, thin and zero client virtualization software, hardware and services
790	Xantech	Commercial AV control systems
791	xCraft	Unmanned aerial vehicles and accessories
792	Xerox Corporation - Copiers	Copiers, multifunction devices, production systems and software
793	Xerox Corporation - Printers	Printers
794	Xify Systems	Aerial imaging multicopters, drones, and VTOL products
795	Xi3, Inc.	Hardware, software, related services and other branded products
796	Xiotech Corporation	Storage products
797	Xirrus	Wireless networking products
798	XPAND 3D	3D technology products
799	Xtel Communications	Telecommunications systems
800	Xyron	Laminators, film, pouches, adhesives, and related supplies

PEPPM 2019 Product Line Bid List - Pennsylvania

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#	Product Line	Description
801	XYZprinting	3D printers
802	Yuneec	Quadcopters, aerial drones and accessories
803	Zebra Technologies	Barcode printing and RTLS technology products
804	Zen-tinel, Inc.	Mobile surveillance management systems
805	Zero Cases	Solid cases
806	Zonar Systems	Electronic fleet management hardware and software
807	Zoom	Video conferencing
808	zSpace	Desktop virtual reality software products
809	Zultys	Phone systems and unified communication products
810	ZyXel	Wireless LAN, WLAN access points, controllers and switches



CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2019 Product Line Bid – Pennsylvania

Electronic Bid #528897

Bid Due Date: Tuesday, September 18, 2018, 3 p.m. EDT

PEPPM, a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, seeks bids for technology products, including equipment, software, services, supplies, and other items.

I Introduction and Overview

I.1 Bid Title

PEPPM 2019 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 528897.

I.3 Organization of Terms and Conditions

- I Introduction and Overview
- II Bid Document Definitions and Interpretations
- III Legal Authorities and Eligible Buying Agencies
- IV PEPPM Fees
- V Bidder Qualifications
- VI Product Specifications
- VII Ordering Procedures and Requirements
- VIII Pricing Specifications
- IX Bid Procedures and Directions
- X Bid Evaluation and Award Process
- XI Uniform Grant Guidance Requirements
- XII Post-Award Requirements
- XIII Other Terms and Conditions

I.4 Bid Scope

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a "Product" and collectively, as "Products." Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment and supplies, whether tangible or intangible, for which bids are requested. The term "Products" or "Product" does not include ancillary services.

I.5 Bidding Agency

Central Susquehanna Intermediate Unit (CSIU), #16
90 Lawton Lane
Milton, Pennsylvania 17847
Phone: (570) 523-1155
Fax: (570) 522-0577

I.6 The Cooperative

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

I.7 Bid Due Date

All bids must be received electronically by 3 p.m. EDT, Tuesday, September 18, 2018 (the "Bid Due Date").

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

I.8 Bid Opening

Bids will be opened and publicly read at 9:00 a.m. EDT, Wednesday, September 19, 2018 (the "Bid Opening Date"), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847.

I.9 Prebid Meetings

Optional prebid meetings will be held Thursday, August 9, 2018, at:

- 10 a.m. EDT, at CSIU, 90 Lawton Lane, Milton, Pennsylvania, 17847
- 2 p.m. EDT, at CSIU, 90 Lawton Lane, Milton, Pennsylvania, 17847
- 10:30 a.m. PDT at Epylon Corporation, 620 San Ramon Valley Blvd, Suite 210, Danville California, 94526

Interested vendors must register for the prebid meeting at www.PEPPM.org/bids.

I.10 Other Important Dates

- Requests for Equivalent Due Date August 10, 2018
- Response for Equivalent Amendment August 20, 2018
- Consideration of Exceptions Due Date August 10, 2018

- Response to Exceptions Amendment August 20, 2018
- Submission of Questions Due Date September 11, 2018
- Tentative Board Award Date November 14, 2018
- Tentative Agency Contract Signing November 15, 2018
- Contract Start Date: January 1, 2019

I.11 Advertising and Legal Notice of the Request for Bids

The Agency's minimum legal advertising requirements are met with legal notices in two newspapers of general circulation in the area where the Agency is located, such as, the *Harrisburg Patriot News*, the *Sunbury Daily Item*, and the *Milton Standard Journal*. To encourage wide Bidder participation, the Agency also advertises this RFB in other national and regional newspapers across the United States. The Agency's E-rate notification requirements are also met with the posting of the accompanying E-rate FCC Form 470 including this RFB and any addenda that may be issued.

I.12 Contract Term

The initial term of the awarded Contracts shall be for three years, beginning January 1, 2019, and continuing until December 31, 2021, unless terminated, cancelled, or extended.

II Bid Document Definitions and Interpretations [\[Return to Top\]](#)

II.1 Captions

The captions appearing at the beginning of each Section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

II.2 Capitalized Terms

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

II.4 Provisions Required by Law

Each provision of law and any clause required by law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract or Purchase Order will immediately be physically amended to make such insertion or correction.

II.5 Christian Doctrine

Any clause required by rule or regulation not included in this Request for Bids, the Contract or Purchase Order will be read as if in this Request for Bids, the Contract, or Purchase Order whether or not physically included.

II.6 Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

II.7 Definition of "Agency"

"Agency" shall mean the Central Susquehanna Intermediate Unit (CSIU).

II.8 Definition of "Agreement"

"Agreement" shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

II.9 Definition of "Authorized Reseller"

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the contract for one or more specific PEPPM Product Line awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor. By way of clarification, an entity that has been designated as an Awarded Vendor's Authorized Reseller shall not be considered an Authorized Reseller in situations where such entity is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

II.10 Definition of "Awarded Vendor"

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the Agency's Board of Directors has awarded a Contract.

II.11 Definition of "Bidder"

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity which has completed and submitted a response to this Request for Bids.

II.12 Definition of "Clarification"

"Clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder's bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

II.13 Definitions of "Contract Documents", "Contract" and "Purchase Order"

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet(s), the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the

Contract term and any authorized extensions. "Purchase Order" may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the "Contract Documents" shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the purchase order or PEPPM Mini-Bid Contract issued by the Eligible Entity (including any order-level terms that are specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such purchase order that are in conflict with the Contract Documents), the Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the purchase order or PEPPM Mini-Bid Contract, and shall form the "Contract" between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the "Purchase Order."

II.14 Definition of "Cooperative Procurement Code"

The term "Cooperative Procurement Code" shall have the meaning outlined in Section III.2 of these Terms and Conditions.

II.15 Definition of "Effective Date"

The "Effective Date" of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity.

II.16 Definition of "Eligible Entity"

"Eligible Entity" means an LEA or other Eligible Organizations that qualify to be buyers. Several Sections provide a detailed description of "Eligible Entities" [starting here](#).

II.17 Definition of "eCommerce Consultant"

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant may change during the course of the Contract.

II.18 Definition of "eCommerce Merchant Agreement"

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of "Epylon"

"Epylon" shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of "LEA"

The term "Local Educational Agency" or "LEA" is defined [elsewhere](#) in the Terms and Conditions.

II.21 Definition of "Non-Responsive Bid"

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

II.22 Definition of "PEPPM"

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technology-related Products administered by the Agency.

II.23 Definition of "Product" or "Products"

The terms "Product" and "Products," are defined elsewhere in these Terms and Conditions.

II.24 Definition of "Responsible Bidder"

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements in all respects fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to Bidder.

II.25 Definition of "Responsive Bid"

A responsive bid is a bid which reasonably and substantially conforms to the mandatory or essential terms, conditions, and specified requirements for this solicitation. Bids must be responsive to receive award consideration.

II.26 Definition of "Punchout"

The term "Punchout" is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

II.27 Definition of "Transaction Fee"

"Transaction Fee" is that fee paid by an Awarded Vendor on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM Contract. "Transaction Fee" is more fully defined elsewhere in the Terms and Conditions.

III Legal Authority and Eligible Buying Agencies [\[Return to Top\]](#)

III.1 Agency History

The Agency is a political subdivision of the Commonwealth of Pennsylvania created as an educational services agency. The Agency is an intermediate unit established by and existing under Article IX-A of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§9-901-A et. seq. Its principal place of business is in the Borough of Milton, Northumberland County, Pennsylvania, and has a mailing address of 90 Lawton Lane, Milton, PA 17847. The Pennsylvania Legislature created Intermediate units under Act 102 of 1970, Section 901-A of the Pennsylvania Public School Code of 1949, to provide services to public school districts. There are 29 Intermediate units, each serving an assigned number of local school districts. Intermediate units began operation on July 1, 1971.

Intermediate units are governed by boards of directors whose membership comes from representatives from their local school districts' boards of directors. Act 102 provides that intermediate unit services include curriculum development and instructional improvement,

research and planning, instructional materials, continuing professional education, pupil personnel, management services, and state and federal agency liaison, as well as contracting for specialized services, and consolidating and letting combined bids for bulk purchases. However, intermediate units are not restricted from providing additional services requested by their local school districts.

Intermediate Units provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments, and individuals.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Agency.

The Agency primarily solicits technology bids for Pennsylvania LEAs under Pennsylvania statutes and the authority of the Agency's agreement with the Pennsylvania Department of Education and electronic Letters of Agency provided by each Eligible Entity prior to release of this RFB.

The PEPPM cooperative purchasing program is operated by Agency under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§ 1901 et. seq., as the same may be amended from time to time (the "Cooperative Procurement Code") and other laws of the Commonwealth of Pennsylvania. The program is operated for those local school districts assigned to the Agency, as well as other organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

Organizations eligible to participate under the Cooperative Procurement Code include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions or organizations, tax-exempt nonprofit public health institutions or organizations, tax-exempt nonprofit fire companies, tax-exempt nonprofit rescue companies, tax-exempt nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, that expends public funds for the procurement of supplies, services, and construction.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

III.3 Local Educational Agencies (LEAs)

"Local Educational Agencies (LEAs)" means the following tax-exempt, nonprofit institutions and organizations (each an "LEA" and collectively "LEAs"):

- Public school districts
- Area vocational technical schools (AVTS units)
- Intermediate units
- BOCES
- State-approved private schools

- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as "local educational agencies" under applicable law.

At a minimum, an Awarded Vendor must agree to serve LEAs in Pennsylvania. At its option as designated on its State Selection Form, an Awarded Vendor may elect to serve LEAs in other states.

III.4 Other Eligible Organizations

"Eligible Organizations" means the following institutions and organizations whether residing inside or outside of the Commonwealth of Pennsylvania, *subject to the Awarded Vendor's approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts
- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for Bids as, each an "Eligible Entity" and collectively the "Eligible Entities." Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in Pennsylvania, the Agency intends to allow for "piggybacking" on Agency Contracts by Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania that wish to participate.

In addition to Pennsylvania LEAs, the Agency will make its contracts available to other Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than Pennsylvania

Bidders must define their intention whether to sell to LEAs in states other than Pennsylvania, and whether to sell to other Eligible Organizations in Pennsylvania and other states by following PEPPM's bid submission instructions. Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM Contract under the Cooperative Procurement Code
- It is bound by all of the Terms and Conditions of the PEPPM Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments on account of said Eligible Entity's purchases, it being the intent that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor
- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a PEPPM Contract or entry into a Purchase Order with an Awarded Vendor, hereby bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

III.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to it in its provision of any of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Eligible Entities in states outside of Pennsylvania may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like PEPPM's. State-specific terms and conditions may be listed in an addendum to this Request for Bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM cooperative purchasing program. Adherence to the state-specific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form. If the eCommerce Consultant is changed during the course of the Contract, Awarded Vendors and Authorized Resellers must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant in accordance with the process set forth elsewhere in these Terms and Conditions.

III.11 Agency's Interest in a Contract Resulting from This RFB

Notwithstanding its own consumption, to the extent Agency issues this Request for Bids and any resulting Contracts for the use of Eligible Entities, Agency's interests and liability for said use of the Contracts by Eligible Entities shall be limited to the competitive bidding process performed relating to said Contract and shall not extend to the Products, ancillary services, or warranties of the Awarded Vendor or the intended or unintended effects of the Products and ancillary services procured from it.

In no event shall Agency be liable to any Awarded Vendor or Eligible Entity for any special, indirect, incidental, exemplary, reliance, consequential, or punitive damages, lost profits, or other business interruption damages whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of Agency shall be limited to direct, actual damages only, and in no event shall the Agency be liable for damages in excess of the Transaction Fee it receives on the applicable transaction. Eligible Entities and Awarded Vendors acknowledge that the limitations set forth above are fundamental elements of the PEPPM program and resulting Agreements and the Agency would not provide the PEPPM program or enter into the Agreements absent such limitations.

III.12 New Laws; Change to Existing Laws

If a new law, rule or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination.

IV PEPPM Fees [\[Return to Top\]](#)

IV.1 PEPPM Bid Evaluation Fee

The Agency requires a non-refundable payment in the amount of \$100 from each Bidder for each Product Line it bids to partially cover the cost of receiving and evaluating bids.

IV.2 PEPPM Bid Award Fee

Following the award of bids by the Agency's Board of Directors, the Agency will charge a successful Bidder who becomes an Awarded Vendor \$300 as a bid award fee for each Product Line category awarded.

IV.3 Payment of Bid Evaluation and Bid Award Fees

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds. No paper checks will be accepted. Bid evaluation fees will be collected at the time of bid opening. The Agency will collect bid award fees after board approval of Contract awards. The Bidders must provide payment information at the time of bid submission, or else their bids may be deemed non-responsive.

IV.4 Transaction Fees

Awarded Vendors shall be required to pay a Transaction Fee to the Agency for all purchases by Eligible Entities made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the Transaction Fee on behalf of Agency.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epsilon eCommerce Merchant Agreement. The Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

Failure to pay Transaction Fees on a timely basis will result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers.

The Transaction Fee amounts described in the table below shall be the percentage of "Net Sales," which means gross sales of Products and ancillary services less returns and cancelled orders within 30 days, shipping, and other taxes (excluding taxes based on net income). Transaction Fees will be tiered and progressive according to this schedule:

<u>Net Sales Annually, Per Product Line</u>	<u>Transaction Fee Percentage</u>
Up to \$30 million	1.75%
More than \$30 million to \$50 million.....	1.50%
More than \$50 million to \$100 million.....	1.25%
More than \$100 million to \$150 million	1.00%
More than \$150 million to \$200 million	0.75%
More than \$200 million	0.50%

For example, an Awarded Vendor with \$45 million in sales of a Product Line would pay 1.75 percent on its first \$30 million on Net Sales, and then a separate 1.5 percent only on those Net Sales exceeding \$30 million in a calendar year. Thresholds reset annually on January 1.

Any vendor using this Contract for the purpose of obtaining a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Public records from CMAS will be used to identify and invoice any vendors using the CMAS program through PEPPM-related Contracts.

IV.5 Cost of Bid Preparation

The Agency will not reimburse Bidders for the cost of developing, presenting, or providing any response to this Request for Bids.

V Bidder Qualifications [\[Return to Top\]](#)

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusions questions in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting this bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and acknowledges and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid

- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its Intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or becomes delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its contracts or if another government agency debars it. All notices must be in writing and received by the Agency within 15 days of the change, delinquency, suspension, or debarment.

V.5 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 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 relevant to the Contract or Purchase Order.

V.6 Covenant Against Contingent Fees

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order, as applicable, 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.7 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the "Sole Source of Responsibility," an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

Vendors who are awarded a contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell a contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all terms and conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller's behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor's proposed Authorized Reseller based on such Authorized Reseller's unsatisfactory performance or behavior under past PEPPM contracts, including, without limitation, unsatisfactory performance or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process under past PEPPM contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller's unsatisfactory performance or behavior under the PEPPM Contract, including, without limitation, unsatisfactory performance or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process.

V.9 Bidder Profiling

By answering the questions in the Question Section, Bidders must give satisfactory evidence that they:

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Entities
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network

- Will serve all selected LEAs and applicable Eligible Entities

V.10 Historically Under-Utilized Businesses (HUBs)

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section.

V.11 Insurance

The Awarded Vendor is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity a minimum of \$1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor is required to purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the Commonwealth of Pennsylvania or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workmen's Compensation Act of 1951, and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

V.12 Definitions Related to Vendor Integrity

For purposes of the Sections numbered Sections V.12 through V.23 only, the following definitions shall apply:

- "Confidential Information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- "Consent" means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity

shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable

- "Vendor" means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees and owners of more than a five percent interest
- "Financial Interest" means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management
- "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind

V.13 Highest Standards of Integrity

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

V.14 Confidential Information

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

V.15 Pecuniary Benefit

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

V.16 Giving Gratuities

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

V.17 Accepting Gratuities

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

V.18 Supplemental Financial Interests

Except with the consent of the Agency or Eligible Entity, the vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on a project under a Contract or Purchase Order.

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e. Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

The vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e. Sections V.12 through V.23).

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and Service Providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

For violation of any of the above provisions (i.e. Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that prior to any termination action under this Section, vendor shall be provided with written notice of the violation and 30 days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons who are performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from the provisions of federal and state laws legislated as child protective services.

V.24 Separation of Employer Responsibilities

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over

the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any and all other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available from them to the Awarded Vendor and/or any and all of the Awarded Vendor's agents, servants, and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities in any way whatsoever.

V.25 Nondiscrimination and Sexual Harassment

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier who is qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor failed to comply with the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity or appropriate departments of state government.
- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order, as applicable, and all money due or to become due under the Purchase Order 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 of that Awarded Vendor from the PEPPM program.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM contract's and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of Ordering Instructions, customer service and payment of fees.

VI Product Specifications [\[Return to Top\]](#)

VI.1 Product Lines Sought

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named—and its corresponding description—are the specifications for the desired Products manufactured or offered under that named brand.

Each requested Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Lines are also listed within a bid announcement on the website at www.PEPPM.org/bids.

VI.2 New Product Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Necessary Supplies

Bidders are encouraged to include bid pricing for all related or necessary supplies that are required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

VI.4 Sale of Demonstration Products

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under two conditions:

- The price of the Product is further discounted below the PEPPM bid price

- The Eligible Entity has full knowledge of length of time the Product was in service

VI.5 Installation and Service

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and is applicable to the new Products
- Substitute or replacement Products are equal to or superior than the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

VI.7 Replacement Parts

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

VI.8 Proof of Supply

A Bidder must offer proof that they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders—such as resellers, distributors, dealers, aggregators, and wholesalers—must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in

- Is signed by a management employee who notes that they have the authority to sign the letter on behalf of the manufacturer
- The signatory identifies the contact information of a supervisor in case the letter needs to be verified

VI.9 Alternative Evidence of Supply

In the event a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributor is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

VI.10 Liens

All Products offered and sold shall be free of all liens.

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state and local licenses, certifications, bonds, and permits applicable and required for operations in Pennsylvania and in all other states in which Awarded Vendor chooses to do business under the Contract.

VI.12 Standard Warranty

The Awarded Vendor shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discrete responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have concerning compatibility and compliance with up-to-date operating system, as well as federal safety and communications guidelines.

VI.13 Onsite Warranty Service

Bidders bidding on personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of

the equipment in need of such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" products or "customer replaceable parts" are excluded from this requirement.

VI.14 Direct Relationships With Providers for Services Other Than Onsite Warranty Services

For Bidders bidding personal computers, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third-party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to, infer ownership and/or franchise relationships. They only require that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities and is under a duty to monitor all service performances of the service providers.

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment and maintenance of the Products they sell.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence either a) an ancillary service spreadsheet form alongside each Product Line being bid or b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are advised to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in the process of evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on "per-hour" rates or similar units does not determine final cost to the Eligible Entity—just the rate. If an Awarded Vendor has chosen to offer ancillary services in conjunction with the bid-awarded Contract Products it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side by side schedules, of ancillary service pricing with their bids—one for projects which are not subject to the payment of prevailing wages, and one for projects which are subject to the payment of prevailing wages.

VI.16 E-rate Program Mini-Bid Process and Compliance

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the "Lowest Corresponding Price" as defined in applicable federal rules and regulations.

Further, because the E-rate Program defines the PEPPM Product Line Contracts as a 'multi-award contract,' LEAs must conduct a mini-bid procurement (a "PEPPM Mini-Bid") prior to signing a contract (the "PEPPM Mini-Bid Contract") and requesting E-rate discounts. The PEPPM Mini-Bid process consists of the following steps:

- LEA will draft a Product mini-bid list itemizing the Products and approximate quantities being sought to purchase.
- The Product mini-bid list may specify a particular manufacturer, but all Awarded Vendors or their Authorized Resellers that can provide equivalent Products under another PEPPM Product Line Contract may submit proposals for consideration. Equivalent is defined as a Product that is identical in functionality and quality, and which is compatible with any existing Product that may be specified in the mini-bid.
- LEA will email the mini-bid Product list to each Awarded Vendor that sells the same type or component of Products as those listed in the Product mini-bid list. Awarded Vendors or their Authorized Resellers may submit proposals to the LEA in the manner and in the format prescribed in the mini-bid cover e-mail. The LEA will conduct a mini-bid evaluation of all qualified proposals submitted, with the price of E-rate eligible Products being the most heavily weighted evaluation factor. Price is not required to be the sole evaluation factor.
- LEA will sign a PEPPM Mini-Bid Contract with the Awarded Vendor or its Authorized Reseller specifying the Products, quantities, and prices. The PEPPM Mini-Bid Contract will be in addition to any subsequent purchase orders submitted by the Eligible Entity for actual purchases to be made under the PEPPM Mini-Bid Contract after all contingencies (including, without limitation, E-rate funding approval) set forth in the PEPPM Mini-Bid Contract are satisfied. Quantities may be adjusted to meet the current needs of the LEA.

- PEPPM Mini-Bid Contracts are typically signed Awarded Vendor/Authorized Reseller proposals, but may be a contract, signed notice of bid acceptance, or other document memorializing the LEA's acceptance of the proposal. Acceptance may be contingent on the LEA's receipt of E-rate funding approval.
- Vendors awarded PEPPM Mini-Bid Contracts must extend such contracts beyond the expiration of the PEPPM Product Line Contract in order for LEAs to be able to utilize their E-rate funding.
- Upon request, vendors must provide the LEA, E-rate program administrator or the Federal Communications Commission with additional documentation needed to complete the application or invoice review, or in the event of an audit.
- Vendor must agree to provide discounted billing to the LEA and invoice the E-rate administrator for the discounted portion of the service, upon request.

VI.17 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

VI.18 Equivalent Product Lines

E-rate rules require that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent products and services. Agency has established the following procedures to ensure that all E-rate eligible equivalent products and services will be included in the procurement in addition to the specific manufacturers Product Lines named in this Request for Bids:

Potential Bidders may request additional E-rate eligible equivalent branded Product Lines to be added to this RFB.

Requests to add an equivalent Product Line or groups of products or services must be submitted in writing to Agency by the Equivalents Due Date and must include at a minimum:

- The name of the branded Product Line that is proposed to be added, along with a complete description of the Product Line to be added, performance and test data, and other information necessary for an evaluation.
- A detailed comparison of the significant qualities of the proposed new Product Line with those named in the Request for Bids. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- A representative list of E-rate eligible LEAs that have purchased the proposed Product Line Products. If no such LEAs exist because the proposed Product Line is so new, an explanation of such must be provided in lieu of the LEA list.

A proposed equivalent Product Line will not be considered unless all of the outlined requirements have been met and determined satisfactory by the Agency. Failure of the potential Bidder to supply the requested information may result in non-approval of any proposed new Product Line.

If the Agency approves the addition of an equivalent Product Line, the notice of approval and addition will be set forth in an addendum. The bid response deadline may be extended to meet any federal or state competitive bidding requirements.

Bidders shall not rely upon approvals in any other manner. Any addenda will be posted on the electronic bid form, at www.PEPPM.org/bids and uploaded with the E-rate Form 470 posting. It is the Bidder's responsibility to check the websites to see if additional branded Product Lines have been added. Agency shall not be required to consider any request to add a branded Product Line that is received by Agency after the Equivalents Due Date.

This Section does not apply to Products which are not E-rate eligible, and the Agency is under no obligation to review requests for the addition of new Product Lines which are not E-rate eligible.

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to comply with Act 159 of October 4, 1984, the law known as the Worker and Community Right-to-Know Act, as well as any regulations pursuant to 4 Pa. Code § 301.1 et. Seq. and any similar act in other states where they sell Products under the PEPPM program. The Act focuses on labeling of hazardous materials and chemicals, labeling, and material safety data sheets.

VI.20 Export Restrictions and Statement of Assurance

PEPPM Contracts involve products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations ("EAR") and all other applicable U.S. export control laws and regulations.

Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to, §736 (General Prohibitions), §742 (Control Policy), §744 (End-user and End-use Based), §746 (Embargoes and Other Special Controls), and §774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export any of the products, software, technical data purchased under an Agency Contract from the Awarded Vendor, or the direct product thereof in violation of applicable U.S. export control laws and regulations.

Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor's products, technology or software if they know that they will be used:
 - In the design, development, production, or use of missiles in or by a country listed in Country Group D:4
 - In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3
 - In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR §740); and
- Export or re-export of Awarded Vendor's technology, software, source codes, or direct products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be

prohibited, unless authorized by U.S. regulations (§740 of the EAR) or written authorization from the U.S. Government.

The provisions of this Section shall survive the term and termination of the Contract and Purchase Order.

VI.21 Products Not Intended for Critical Application

The Products sold under PEPPM Contracts are not designed for any "Critical Applications." "Critical Applications" means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

VII Ordering Procedures and Requirements [\[Return to Top\]](#)

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the PEPPM ordering process (other than the PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epsilon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below
- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

Awarded Vendors must provide Contract pricing, along with descriptions, keywords and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epsilon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users with relevant buyer profiles
- Make line items searchable by keyword, by Product Line, or by category

VII.3 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may choose to use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions.

VII.5 Submission of Purchase Orders

Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may send the Purchase Order and all its attachments by fax to (800) 636-3779 or it may scan all relevant documents and transmit the Purchase Order by email to Orders@PEPPM.org.

Posted ordering instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except in cases where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary "electronic signature" required by law.

VII.7 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

VII.8 Awarded Vendor is an Independent Contractor

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

VII.9 Term of the Purchase Order

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity. This is the "Effective Date."

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

The Awarded Vendor shall not start the performance under the Purchase Order prior to the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to orally direct the shipment of any Product(s) or the commencement of any work under the Purchase Order prior to the Effective Date.

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the PEPPM Contract's expiration date as long as the Eligible Entity issues a Purchase Order or E-rate Mini-Bid Contract before the Contract's expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped in accordance with the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an Itemized invoice to the "Bill To" address on the Purchase Order promptly after the Product(s) are delivered. For hardware "delivery" shall be the date the hardware arrives on Eligible Entity's premises. For software, "delivery" shall be the date the software features are enabled and ready for Eligible Entity to use.
- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity's use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All Invoices are to be sent directly to the Eligible Entity, which will normally pay Invoices within 30 days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity's use.

The Awarded Vendor agrees that the Eligible Entity may deduct the amount of any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any and all fees related to this type of payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or Invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the Awarded Vendor. LEAs are exempt from all sales and excise taxes imposed by the Internal Revenue Service and have accordingly registered with or been recognized by the Internal Revenue Service to make tax exempt purchases.

VII.14 Delivery

All Products ordered shall be delivered F.O.B. Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as are specified.

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit at the same time.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor becoming aware that the order involves a non-standard delivery.

The Eligible Entity has five business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. In no event shall Eligible Entity be responsible for non-standard rigging charges which are not made known to the Eligible Entity prior to delivery of the equipment and Awarded Vendor shall bear the cost of same.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed 30 calendar days from date of delivery. Products that have not been rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within 15 days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than 15 days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity 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 Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right to procure a corresponding quantity of such equivalent Products, and deduct from any monies due or that may thereafter become due to the Awarded Vendor, the difference between the price stated in the Purchase Order and the actual price the Eligible Entity paid to the alternative vendor.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by a maintenance service agreement, the Awarded Vendor shall either keep the Products in good working order or Awarded

Vendor will replace the Products with a like-new or refurbished equivalent or better model conforming to the specifications and which is not defective.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

VII.17 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased transfers to an Eligible Entity at the time of shipment. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered prior to receipt of the Products by the Eligible Entity. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

VIII Pricing Specifications [\[Return to Top\]](#)

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the discount-from-list method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer's national education pricing.

Likewise, if bidding by the markup-over cost method, a non-manufacturer Bidder must describe the type documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 different subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer Stock Keeping Unit (SKU)
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage discount or markup over cost

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by discount off list, a Bidder would enter a negative percentage (e.g., -10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding markup over cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the Instructions in the Section titled "Requested Product Lines." Bidders may download this form as many times as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they

are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Extent of Product Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product Information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

The first phase of the evaluation process uses a manufacturer SKU number, after stripping away hyphens, spaces and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidder should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being determined non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply in the future to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any and all requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may submit price lists for posting that provide for bundles that include third-party products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer. However, all products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party products must represent a greater value than the third-party products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders are not permitted to bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes a material error by expressing percentage formulas on the Bid Response Tab that are not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Allowances for Freight

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding markup over cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a discount from list must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for F.O.B. delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary on the part of the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

Agency reserves the right to research, conduct, and execute electronic reverse auctions or requests for quotes or proposals for aggregated numbers of specific Products under the Contract with interested or selected Agency Awarded Vendors in conformance with applicable laws.

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder-designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-off-MSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision
- Within seven days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Prevailing Wage Rates

To the extent applicable to a Pennsylvania Eligible Entity, for Purchase Orders which include ancillary services constituting construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding \$25,000, in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 et seq., and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Act, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Purchase Orders. Further information on implementation of the Act, definition of maintenance work and Prevailing Wage Rates may be requested from the Pennsylvania Department of Labor and Industry—(800) 932-0665 or (717) 787-4763. To the extent applicable to an Eligible Entity from another state, such state's Prevailing Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

IX Bid Procedures and Directions [\[Return to Top\]](#)

IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following Sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

IX.2 Registration

Vendors interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for Pennsylvania

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

Prebid meetings will be held at times and locations described [here](#). Bidders interested in participating must register at www.PEPPM.org/bids to reserve a spot. The session will provide a high-level view of contracting policies for vendors and an overview of procedures for filling out the bid forms.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4 p.m. EDT on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or Service@Epylon.com. Be advised, that customer service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer service will not answer policy questions about the bid or its Terms and Conditions.

IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the Exceptions Due Date to BidQuestions@PEPPM.org.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within 10 days of the Exceptions Due Date. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids or a specified Product Line and Bidders bidding on the specified Product Line.

No material exceptions will be accepted with final electronic bid submissions received on the Bid Due Date. Any exceptions submitted by Bidder with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards.

IX.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epylon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are four major components to the bid:

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments
- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.
- *Payment Information:* Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the Pricing Specification Section.

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form
- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency more information

IX.9 Required Marketing Plan

Agency requires that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan must be described or attached to the bid form in response to a question in the Question Section.

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough in advance of the Bid Due Date to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's Inbox.

IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that the use of his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her

company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements and all other commitments submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final prior to a Bidder clicking the Submit button and sending it to the Agency. In the event a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the Bid Due Date. Bids will be electronically unsealed and publicly read at the Bid Opening Date and Time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas discount formulas, and pricing shall be valid and irrevocable for 120 days after the Bid Opening Date.

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the Bid Opening Date. A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any and all bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

Awarded Vendors are obliged to serve all LEAs in Pennsylvania. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than Pennsylvania, and to Eligible Organizations in Pennsylvania and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection Form, indicating – in addition to Pennsylvania LEAs – which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [\[Return to Top\]](#)

X.1 Qualification for Evaluation

Following applicable Pennsylvania state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids that are recommended for award do not become formal Contracts until the Agency's Board of Directors makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions

- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any or all bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are not responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in Clarification. Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- The bid was received on time
- Banking information for the processing of bids and award fees was present, and funds were properly processed
- Bid Terms and Conditions were accepted
- Reference forms for the Bidder were attached from at least three different agencies
- A marketing plan was described in the question section of the electronic bid form

Factors related to any Product Line category being bid:

- Products offered were for the Products specified
- A signed Awarded Vendor Agreement was attached for each Product Line being bid
- A returned goods policy for each Product Line was attached
- A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- A dated, proof-of-supply document was attached for each Product Line or the Bidder gave evidence that it was the manufacturer of the Product Line being bid
- A State Selection Form was attached alongside any Product Line being bid
- Quote sheets for each Product Line indicated pricing formulas and a price basis
- All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template

- Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so that effective prices could be compared to those of competing Bidders
- The Bidder attached an ancillary service form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- Provided evidence of a permanent place of business
- Is not insolvent or currently involved in bankruptcy
- Has no known overdue tax liabilities
- Owes no overdue PEPPM transaction fees
- Certifies it has not colluded in submitting its bid or developing pricing
- Is not under suspension or debarment
- Maintains sales representatives or a sales network of resellers, as described on the bid form
- Has provided positive references from buying agencies or has past PEPPM experience
- Has given evidence of previous sales in the public sector
- Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing from competing, responsive and responsible bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Grant Guidance Requirements [\[Return to Top\]](#)

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Grant Guidance," "UGG" or new "EDGAR"). All Awarded Vendors must agree to comply with certain requirements which may be applicable to specific purchases using federal grant funds. Eligible Entity has the responsibility to advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.13 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

XI.3 Termination for Cause or Convenience

For any purchase or contract in excess of \$10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity prior to the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

XI.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b). In accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

XI.5 Davis-Bacon Act

When required by federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction contracts/purchases in excess of \$2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Awarded Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current Prevailing Wage determinations issued by the Department of Labor are available at <http://www.wdol.gov>.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor's acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Awarded Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

XI.7 Rights to Inventions Made Under a Contract or Agreement

If the Eligible Entity's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements when applicable, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.8 Clean Air Act and Federal Water Pollution Control Act

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

XI.9 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that Implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XI.10 Byrd Anti-Lobbying Amendment

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

XI.11 Procurement of Recovered Materials

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI.12 Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When the Eligible Entity makes a reasonable determination that such information is required by applicable law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees

that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

XI.13 Bonding Requirements

Pursuant to 2 C.F.R. § 325, the Agency requires applicable bid security, performance and payment bonds on construction projects. As such, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$150,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each Bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XI.14 Not-To-Exceed Price

If requested by the Eligible Entity, on any contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

XI.15 Contracting with Historically Under-Utilized Businesses

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this Section.

XI.16 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification. Note: Where a product equivalent is being offered for an E-rate product, Section VI.18 shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least 30 working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Convenience: Bidders may not propose substitutions for convenience.

XI.17 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Grant Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis in order to comply with applicable law.

XII Post-Award Requirements [\[Return to Top\]](#)

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a markup-over-cost method
- Keep a record of an underlying price-list basis if they have bid under a discount-from-list method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Minimum Sales

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve a minimum of \$5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

XII.3 Contact and Ordering Instructions

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

XII.4 Price Lists

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so that buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitor's items covered by another PEPPM Contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a markup over cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a "valid-through" date for posting or certify every five weeks by email that its prices are current.

XII.6 Specials and Promotions

During the term of its Contract, an Awarded Vendor may offer specials and promotions that will be posted on PEPPM.org.

XII.7 Leasing Information

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, provided that such agreements are in compliance with Agency's state statutes and State Department of Education policies, rules, and regulations, as well as any state-specific laws and regulations applicable to Eligible Entities in other states. Awarded Vendor agrees that leases will be in compliance with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Awarded Vendor must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor makes changes to their terms and conditions during the term of the Agency Contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the Agency Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid-discounted-pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may use a state procurement agency-approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements

may be subject to additional laws, rules, and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity that is interested in such an arrangement. Each Eligible Entity should seek its own legal advice prior to entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the applicable lender only, and Agency will not be involved in any way.

XII.8 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency must give prior approval.

To Awarded Vendors for the term of its Contract, Agency extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review is required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo that is not in conformance with guidelines, untruthful, or inaccurate.

For each awarded Product Line, Awarded Vendors are required to carry out marketing plans as specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

XII.9 Request for Voluntary Discounts and Promotions

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, except where required by federal E-rate Lowest Corresponding Price rules.

XII.10 Punchout Functionality

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at www.PEPPM.org and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to PEPPM to ensure compliance with its Contract with the Agency. Prior to approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's sole discretion.

XII.11 Training of the Sales Force and Authorized Resellers

Awarded Vendor is responsible to inform and train its sales force and Authorized Resellers on the use of its Agency Contracts for sales under Agency's bid-protection provisions.

XII.12 Contract Extension

Agency reserves the right to extend any bid award beyond December 31, 2021, for a period of up to one year. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

The Agency reserves the right to offer month-by-month extensions until a new Contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

Agency requires a Contract extension fee of \$200 for a one-year extension per Product Line. The Contract extension fee may be prorated by Agency for any extensions less than one year.

XIII Other Terms and Conditions [\[Return to Top\]](#)

XIII.1 Entire Agreement

The Contract will represent the complete agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

XIII.2 Novation

If the Awarded Vendor assigns, sells, or transfers substantially all assets or the entire portion of the assets used to perform the Contract, a successor in interest must guarantee to fulfill all obligations under the Contract and offer awarded Products at the same or better pricing determined by the original bid pricing formula. Agency reserves the right to recommend acceptance or rejection of the new party. Confirmation of the acquiring vendor's intent and ability to honor all the obligations under the Contract and to offer awarded Products at the same or better pricing determined by the bid pricing formula will be documented by signing and submitting an Agency Contract Assignment Form. A simple change of the Awarded Vendor's name will not change the contractual obligations of the Awarded Vendor.

XIII.3 Default Related to the Contract

The Agency may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item which is in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within 15 days after notification
- Insolvency
- Assignment made for the benefit of creditors

- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Contract, if such breach is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to adequately perform the services set forth in the Contract and Purchase Orders issued thereunder, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to make progress in the performance of the Contract and/or giving Agency reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to observe any of the Terms and Conditions of the Contract, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to pay Transaction Fees
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Agency and/or Eligible Entity
- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment occurring during the term of the Contract
- The Awarded Vendor, Authorized Reseller, or awarded product line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.4 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item which is in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within 15 days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order

- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order
- Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor, Authorized Reseller, or awarded product line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical to the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed-upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.5 Remedies

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

To the extent that an Eligible Entity has an administrative dispute resolution process that is mandated by law, the Awarded Vendor agrees to adhere to such process.

XIII.6 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not 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 Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five business days and in writing within 10 business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the force majeure event does not prevent Awarded Vendor from reasonably making such estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within 10 business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.7 Termination of Purchase Order

The Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- **Termination for Cause:** The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within 30 days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed prior to the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
- **Non-Appropriation:** If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (e.g. Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency 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 Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the cancelled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded

Vendor, free of all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

XIII.8 Termination of Contract

Agency shall have the right to terminate the Contract for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within 30 days after receipt of the Agency's notice.

At any time, the Agency reserves the right to conduct a review of the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term or condition of the Contract. The Agency may, but is not obligated to, follow the following procedure:

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date
- Step 3: Issue letter to cancel Contract

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have 10 business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

In the event of termination of the Awarded Vendor Contract by Agency, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the Terms and Conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the Effective Date of the termination of the Contract.

XIII.9 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. The use of delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the

Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to all of the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third-party for the purposes of securitization or factoring.

XIII.10 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnitees") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnitees incur as a result of any third party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third party products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been

avoided by Implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so that they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all pre-paid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims.

XIII.11 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.12 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity under all Purchase Orders shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity—subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), product liability or otherwise.

XIII.13 Governing Law; Jurisdiction and Venue, and Severability

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of the state of Pennsylvania and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website, more particularly, the Court of Common Pleas of Union County or the United States District Court for the Middle District of Pennsylvania. Claimants waive any objections to the forum of Pennsylvania for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

XIII.14 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XIII.15 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.16 Binding Nature and Survival

The Contract and each Purchase Order shall be binding on and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination

of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

XIII.17 eCommerce Consultant Contract Termination

If the contract between Agency and the eCommerce Consultant is terminated by either Agency or the eCommerce Consultant, the Agency may either engage a new eCommerce Consultant to provide an eCommerce system, or the Agency may provide its own eCommerce system. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and eCommerce system, including, without limitation, any new fax numbers, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures.

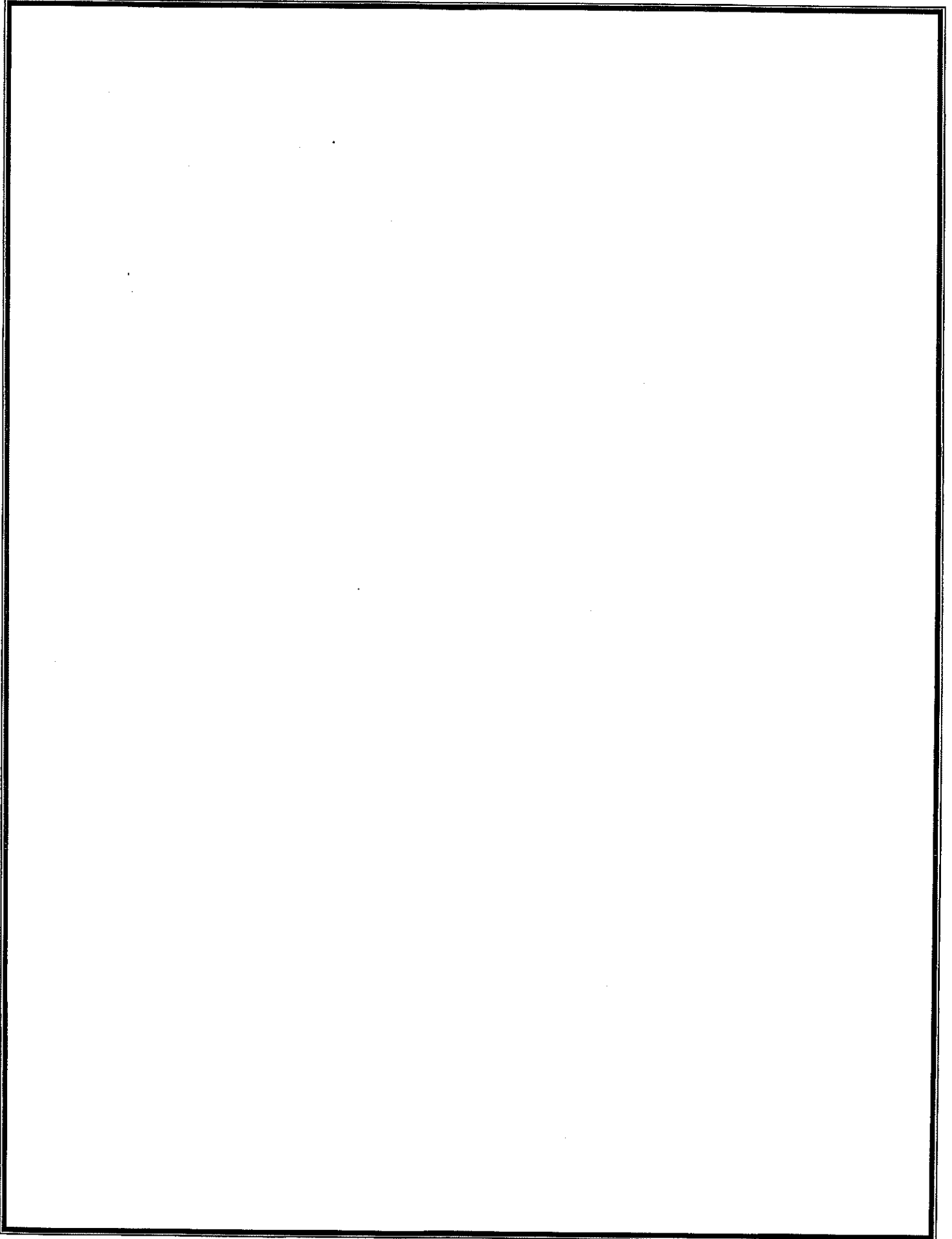
The Agency will endeavor to provide Awarded Vendors and Eligible Entities with adequate notice of any change in the eCommerce Consultant and eCommerce system to ensure a smooth transition. Awarded Vendors and Eligible Entities will need to use the new eCommerce Consultant and eCommerce system in order to have continued access to Agency Contracts and PEPPM bid protection.

Awarded Vendors (and their Authorized Resellers) will need to execute new eCommerce Merchant Agreements and Nondisclosure Agreements (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have 20 work days after receipt of the new agreements to sign and return the agreements in order to continue their Agency Contracts and shall cause their Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within the 20-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least 10 days' prior written notice. If an Authorized Reseller does not sign and return the agreements within the 20-day time period, such Authorized Reseller will no longer be an Authorized Reseller under the Agency Contract.

There will be no increase in the Transaction Fee as a result in the change in the eCommerce Consultant (whether a third party or Agency). If Agency establishes a contract with another eCommerce Consultant or develops its own eCommerce system for publishing Contract information, receiving and processing orders and collecting Transaction Fees, Agency reserves the right to collect the original Transaction Fee.

XIII.18 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2018 (©2018, CSIU & Epylon).





Customer Name: HOWARD COUNTY
MARYLAND
Quote No: 22645814
Quote Name: 36 MO EPLUS CISCO
ENHANCED MAINTENANCE
RENEWAL
Quotation Date: 05/11/2021

Sales Support Contact: Kristen Zawislak
Sales Support Phone: 610-495-1294
Sales Support Email: KZawislak@EPLUS.com
Account Executive: Jennifer Eslin
Account Executive Phone: 240-512-2005
Account Executive Email: jeslin@eplus.com

Customer PO No:
Order No:
Expiration Date: 06/28/2021

External Notes:

Howard County, Maryland ("Purchaser") agrees that the term of this Cisco product offer is for three (3) years (the "Term"), subject to Purchaser obtaining funding for the second through third year. These terms will take precedence with the respect to the Payments due as noted below:

Payments

Payment 1 \$658,258.83 due November 15, 2021
Payment 2 \$658,258.83 due November 15, 2022
Payment 3 \$658,258.83 due November 15, 2023

The Purchase Order is being issued by Purchaser to fund the payment of the Cisco products and services as noted on ePlus Technology, inc. ("Contractor") Quote #22645814 (the "Asset(s)"). Purchaser agrees to use its best efforts to obtain annual appropriation of funds through the Term. Purchaser acknowledges and agrees, subject to the availability of funds, that its obligation to make the Payments and other sums payable hereunder, and the rights of Contractor and Contractor's assigns, shall be absolute and unconditional in all events, and shall not be subject to any abatement, reduction set-off, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Purchaser may have against Contractor, Contractor's assigns, the manufacturer, vendor, or maintainer of the products, or any person for any reason whatsoever. In the event Purchaser terminates this Purchase Order for non-appropriation and obtains funds to support the Payments in any subsequent fiscal year, but expends funds within twelve (12) months of such termination or non-renewal for the functions which the Asset(s) were procured to perform, then Purchaser will be deemed to have had funds available to support the Payments. The rights of Purchaser to terminate this Purchase Order for non-appropriation of funds shall apply to the entire Purchase Order and not allow partial termination.

If Purchaser should Terminate for Convenience, the Contractor's termination settlement amount is the present value of the remaining unpaid Payments to include all option years, discounted at equivalent U.S. Treasury (H.15) T-bill rates as of the date of the initial Purchase Order, plus any amounts then due and owing as of the termination date, which Purchaser agrees to pay. Purchaser agrees not to terminate for convenience unless the need for the functions the services were procured to perform no longer exists. The rights of Purchaser to Terminate for Convenience shall apply to the entire Purchase Order and not allow partial termination.

The Payment of the Asset(s) hereunder is effected by this Purchase Order and in each subsequent period, either a new Purchase Order or amendment to this Purchase Order will be issued to cover the obligation of appropriated funds, when available, for each renewal period. In either event, the terms and conditions set forth herein shall apply to such renewal. The order of precedence for any inconsistencies shall be as follows: These terms and conditions in ePlus Technology, inc. Quote #22645814, followed by the Purchase Order Terms and Conditions, followed by Contract Number 528897-050. This precedence clause shall supersede any and all other reference to the order of precedence and the issuance of the Purchase Order from Purchaser shall be considered written agreement of these terms.

Please incorporate the terms & conditions on the purchase order and include the following statement:

"The Terms and Conditions of ePlus Technology, inc. Quotation #22645814 are hereby accepted and incorporated into this purchase order, and made a part hereof."

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	CON-FC-3-221762120	CISCO	CRITICAL 24X7: 36 MO EPLUS CISCO ENHANCED MAINTENANCE RENEWAL	1	607,357.85	607,357.85
002	CON-FC-3-221762120	CISCO	CRITICAL 8X5: 36 MO EPLUS CISCO ENHANCED MAINTENANCE RENEWAL	1	655,119.20	655,119.20
003	CON-FC-3-221762120	CISCO	SOFTWARE ONLY: 36 MO EPLUS CISCO ENHANCED MAINTENANCE RENEWAL	1	375,603.72	375,603.72
004	CON-FC-3-221762120	CISCO	SERVER: 36 MO EPLUS CISCO ENHANCED MAINTENANCE RENEWAL	1	30,192.26	30,192.26
005	CON-FC-3-221762120	CISCO	NEW ADDS: NEW ADDS EPLUS CISCO ENHANCED MAINTENANCE EXTENSION	1	306,503.46	306,503.46
						1,974,776.49
					Sub Total (USD): 1,974,776.49	
					Tax (USD): TBD if Applicable	
					Shp&Hnd (USD): TBD	
					Total (USD): 1,974,776.49	
<p>ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.</p> <p>Thank you for your inquiry. Recent US govt tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.</p>						
Customer Acceptance Signature: _____ Name: _____ Title: _____ Date: _____ Customer PO #: _____		Bill To HOWARD COUNTY MARYLAND 8930 STANFORD BLVD COLUMBIA MD 21045 UNITED STATES		Ship To HOWARD COUNTY MARYLAND DEPT OF TECH & COMM 8930 STANFORD BLVD COLUMBIA 21045 UNITED STATES John Eckard		

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on July 28, 2021.

Michelle Harrod
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2021.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2021.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2021.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2021.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2021.

Michelle Harrod, Administrator to the County Council

**Office of the County Auditor
Auditor's Analysis**

Council Bill No. 53-2021

Introduced: July 6, 2021

Auditor: Owen Clark

Fiscal Impact:

Per the Director of the Department of Technology and Communication Services (the Director), the fiscal impact of this legislation is an estimated savings of \$419,601 over the next three fiscal years. This is based on what the Director estimates would be spent over the same period for these services without entering the multi-year agreement.

Our Office reviewed the vendor quotation in Exhibit B of the legislation to confirm that the anticipated costs of the proposed agreement are accurately reflected in page 1 of the legislation as well as the Administration's testimony. However, we did not obtain documentation allowing us to confirm the calculation of the anticipated annual costs without an agreement.

Per responses from the Director and Deputy Director, the basis for the annual costs without an agreement are the County's historical cost increases (which are typically 5 to 7 percent annually for similar support services) and historical information on technology growth in the County.

The County paid \$635,347 in Fiscal Year 2021 for the services to be provided in the proposed agreement. See the below table for a comparison of the projected costs with and without the proposed multi-year agreement:

Fiscal Year	Cost w/ agmt	Annual Incr. w/agmt	Cost w/out agmt	Annual Incr. w/out agmt	Savings
2022	658,259	3.6%	740,956	16.6%	82,697
2023	658,259	0.0%	796,726	7.5%	138,468
2024	658,259	0.0%	856,695	7.5%	198,436
Total	\$1,974,777		\$2,394,377		\$ 419,601

The Director has indicated this contract will be paid out of the Technology and Communication Internal Service Fund and its costs will be factored into the Departmental chargebacks starting in FY 2023.

Purpose:

The purpose of this legislation is to approve a 3-year agreement between the County and ePlus Technology (ePlus) for manufacturer hardware and software support for the County's Cisco devices.

Other Comments:

The Department of Technology and Communication Services (DTCS) has indicated the proposed service agreement, which will be executed by issuing a purchase order, is for a fixed price and does not include any renewal or extension options. Also, the vendor has committed to honoring the service and cost terms of the quotation included in Exhibit B of the legislation that expired on June 28, 2021.

Regarding the County's current contract with ePlus, whose terms are being used to enter into this new purchase order with ePlus, DTCS has realized the County's current contract (noted in Exhibit A of the legislation) expires on December 31, 2021, with no renewals. This is an issue because the County cannot enter into a multi-year purchase order which exceeds the length of the related contract.

To remedy the issue noted above, the County is currently working on creating a new contract with ePlus that "piggybacks" off a contract ePlus has with the State of Maryland. This contract would be effective until November 14, 2027, and is anticipated to have a ceiling value of \$12.8 million.

However, there is a possibility the execution of the above-noted pending contract will not be completed by this legislation's voting date of July 28, 2021. If this occurs, the County will use its current ePlus contract for year one of the proposed purchase order and transition to using the State's contract for the remaining two years. The Administrator of the Office of Purchasing informed us that this is permissible as long as year one's services are purchased prior to December 31, 2021, while the existing contract is valid.

See below for an expanded summary of each line item on page two of the vendor quotation in Exhibit B, which was provided to our Office by the Director:

Line Item	Line Item Summary	Price
1	24x7 support for critical networking infrastructure components. Hardware support for these components is necessary to reduce the risk of wide spread network outages.	\$ 607,357.85
2	8x5 maintenance is business day hardware support for networking components that are deemed not as critical as Line 1 components. Maintenance on these components can be performed during business hours.	655,119.20
3	Software-only support is for software updates for networking components that can be replaced by newer hardware in case of a hardware failure. Software updates are necessary for bug fixes and patching critical security vulnerabilities	375,603.72
4	Covers hardware and software support for Cisco servers. (Servers are not considered networking components.)	30,192.26
5	Covers the hardware purchased since the renewal from October 2020. The October 2020 renewal does not cover the equipment that was purchased after the renewal.	306,503.46
		\$ 1,974,776.49