



**FULLY EXECUTED - REPRINT**  
Purchase Order No: 4300791361  
Original PO Effective Date: 11/30/2023  
PO Issue Date: 11/30/2023

Your SAP Vendor #: 168805

**Please Deliver To:**  
Capital Police EW  
500 Commonwealth Avenue, Capital E Wing-70C  
Harrisburg PA 17120 US

**Supplier Name/Address:**  
INVERIS TRAINING SOLUTIONS INC  
296 BROGDON RD  
SUWANEE GA 30024-1247 US

**Please Bill To:**  
Save time, reduce cost, get paid faster:  
Email PDF invoice to 69180@pa.gov  
<https://www.budget.pa.gov/Programs/Pages/e-Invoicing.aspx>

Supplier Phone Number: 678-288-1090  
Supplier Fax Number: 678-288-1516

Or mail paper invoice to:  
Commonwealth of Pennsylvania  
PO Box 69180, Harrisburg, PA 17106

**Purchasing Agent**

Name: Cheryl Kleeman  
Phone: 717-346-4326  
Fax: 717-783-6241

**Purchase Order Description:**  
SS #50971-CPD Inveris VR Simulator

This Purchase Order is comprised of: The above-referenced Solicitation, the Suppliers Bid or Proposal, and any documents attached to this Purchase Order or incorporated by reference.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	VR SIMULATOR	1.000	Each	12/15/2023	30,750.00	1	30,750.00

**Information:**

**Total Amount:**  
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



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Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
<b>Item Text</b> VIRTUAL REALITY SIMULATOR: (Order quantity is 1 each = 1 lots) 1-Person simulator configuration with Service Package. Includes the following: o One VR head-mounted display that fully immerses a trainee into a realistic training environment. o One VR-Optimized Computer system with wireless adapter and two batteries. o One portable lighthouse tracking system with hand tracking to track the trainee in up to a 35' x 35' space. o One VR Toolset with one each of the following: VR Handgun, VR Rifle, VR Taser, VR OC Spray, and VR Flashlight. o One Desktop Computer with keyboard, external keypad, mouse, charging hub, audio/ microphone, headset & speakers. o Two Monitors for initial simulator (additional simulators receive one monitor). o Miscellaneous wires/parts. o One year Warranty that covers hardware. o One year Service Package that provides software updates and new features. CATLOG # VR-SIMULATOR							
2	VR NETWORK KIT	1.000	Each	12/15/2023	5,000.00	1	5,000.00
<b>Item Text</b> MULTI-USER NETWORKING: (Order quantity is 1 each = 1 lot) Advanced networking software and configuration needed for multi-user functionality. CATALOG # VR-NETWORK KIT							
3	VR INSTALLATION / TRAINING	1.000	Each	12/15/2023	2,000.00	1	2,000.00
<b>Item Text</b> IN-PERSON INSTALLATION AND TRAINING: (Order quantity is 1 each = 1 lot) Includes on-site equipment setup and train-the-trainer onboarding. CATALOG # VR-INSTALL/TRAIN  Installation and training will occur after delivery of product, and upon mutual agreement of dates between the supplier and the Capitol Police Department.							
4	VR SIMULATOR	1.000	Each	12/15/2023	30,750.00	1	30,750.00

<b>Information:</b>	<b>Total Amount:</b> SEE LAST PAGE FOR TOTAL OF ALL ITEMS
	Currency: USD



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**Item Text**

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 o One VR-Optimized Computer system with wireless adapter and two batteries.  
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 o One VR Toolset with one each of the following: VR Handgun, VR Rifle, VR Taser, VR OC Spray, and VR Flashlight.  
 o One Desktop Computer with keyboard, external keypad, mouse, charging hub, audio/ microphone, headset & speakers.  
 o Two Monitors for initial simulator (additional simulators receive one monitor).  
 o Miscellaneous wires/parts.  
 o One year Warranty that covers hardware.  
 o One year Service Package that provides software updates and new features.  
 CATLOG # VR-SIMULATOR

**General Requirements for all Items:**

**Header Text**

This sole source PO is issued on behalf of the DGS Capitol Police Department for the procurement of a VR Simulator weapons training system. All software provided as part of this purchase is inclusive of the equipment and is not a stand-alone purchase or agreement.

Questions regarding this PO should be directed to the individuals identified herein.

**No further information for this PO.**

<b>Information:</b>	<b>Total Amount:</b> 68,500.00
	<b>Currency: USD</b>

Table of Contents

PART I - GENERAL INFORMATION ..... 3

I.1 I-SPR-001.2 Purpose (Dec. 2006) ..... 3

I.2 I-SPR-005.1 Type of Contract (Dec. 2006)..... 3

I.3 I-SPR-011-2b Submission of Supplier Pricing Request Forms - Electronic Submittal (Dec. 2006) ..... 3

I.4 I-SPR-029.2 Prices – Sole Source (Dec 2006)..... 3

I.5 Submission-001.1 Representations and Authorizations (February 2017) ..... 3

PART II -SUBMITTAL REQUIREMENTS..... 5

II.1 II-SPR-008.1b Lobbying Certification and Disclosure – Electronic Submission (Dec 2006)..... 5

II.2 II-SPR-012.1 Return Goods Policy (Doc 2006)..... 5

II.3 II-SPR-016.1 Post-Submission Descriptive Literature (Dec 2006) ..... 5

II.4 II-SPR-017.1b Reciprocal Limitations Act - Electronic Submittal (February 2007) ..... 5

II.5 II-SPR-019.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016).. 5

PART III - WORK STATEMENT ..... 6

III.1 III-SPR-001.1A Specifications (Dec 2006) ..... 6

PART IV - TERMS AND CONDITIONS ..... 7

IV.1 CONTRACT-001.1c Contract Terms and Conditions – Stand-Alone (Nov 30 2006)..... 7

IV.2 CONTRACT-002.1b Term of Contract – PO (July 2015) ..... 7

IV.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006) ..... 7

IV.4 CONTRACT-003.1c Signatures - PO (July 2015)..... 7

IV.5 CONTRACT-004.1a Definitions (Oct 2013) ..... 8

IV.6 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)..... 8

IV.7 CONTRACT-007.01a Supplies Delivery (Nov 30 2006) ..... 8

IV.8 CONTRACT-008.1a Warranty. (Oct 2006) ..... 8

IV.9 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013) ..... 9

IV.10 CONTRACT-009.1d Ownership Rights (Oct 2006)..... 9

IV.11 CONTRACT-010.1a Acceptance (Oct 2006)..... 9

IV.12 CONTRACT-010.2 Product Conformance (March 2012) ..... 10

IV.13 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012) ..... 10

IV.14 CONTRACT-011.1a Compliance With Law (Oct 2006)..... 10

IV.15 CONTRACT-013.1 Environmental Provisions (Oct 2006) ..... 10

IV.16 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016) ..... 11

IV.17 CONTRACT-014.3 Recycled Content Enforcement (February 2012) ..... 11

IV.18 CONTRACT-015.1 Compensation (Oct 2006)..... 11

IV.19 CONTRACT-015.2 Billing Requirements (July 2021)..... 11

IV.20 CONTRACT-016.1 Payment (Oct 2006)..... 11

IV.21 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022) ..... 12

IV.22 CONTRACT-017.1 Taxes (Dec 5 2006)..... 12

IV.23 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)..... 12

IV.24 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006) ..... 12

IV.25 CONTRACT-020.1 Audit Provisions (Oct 2006)..... 13

IV.26 CONTRACT-021.1 Default (Oct 2013)..... 13

IV.27 CONTRACT-022.1 Force Majeure (Oct 2006)..... 14

IV.28 CONTRACT-023.1a Termination Provisions (Oct 2013)..... 15

IV.29 CONTRACT-024.1 Contract Controversies (Oct 2011) ..... 15

IV.30 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)..... 16

IV.31 CONTRACT-026.1 Other Contractors (Oct 2006) ..... 16

IV.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018) ..... 16

IV.33 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)..... 17

IV.34 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021) ..... 20

IV.35 CONTRACT-030.1 Americans with Disabilities Act (July 2021)..... 20

IV.36 CONTRACT-031.1 Hazardous Substances (April 2017) ..... 21

IV.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006) ..... 22

IV.38 CONTRACT-033.1 Applicable Law (Oct 2006) ..... 22

IV.39 CONTRACT- 034.1b Integration (Nov 30 2006) ..... 22

IV.40 CONTRACT-034.2c Order of Precedence - SPR (Dec 13 2006) ..... 23

IV.41 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)..... 23

IV.42 CONTRACT-035.1a Changes (Oct 2006) ..... 23  
IV.43 CONTRACT-037.1a Confidentiality (Oct 2013)..... 23  
IV.44 CONTRACT-046.1 Manufacturer’s Price Reduction (Oct 2006)..... 24  
IV.45 CONTRACT-051.1 Notice (Dec 2006)..... 24  
IV.46 CONTRACT-052.1 Right to Know Law (Feb 2010)..... 25

## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 I-SPR-001.2 Purpose (Dec. 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Supplier Pricing Request to request a written offer from the vendor to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy the need for Virtual Reality Simulator .

#### **I.2 I-SPR-005.1 Type of Contract (Dec. 2006)**

If the Issuing Office enters into a contract as a result of this SPR, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part IV of this SPR.

#### **I.3 I-SPR-011-2b Submission of Supplier Pricing Request Forms - Electronic Submittal (Dec. 2006)**

Supplier pricing is requested for the item(s) described in this Supplier Pricing Request and all the documents referenced in the form (collectively called the SPR). The vendor must submit its response to the Supplier Pricing Request through the Commonwealth's electronic system (SRM).

#### **I.4 I-SPR-029.2 Prices – Sole Source (Dec 2006)**

If a contract is entered into with the vendor, the vendor will be required to provide the awarded item(s) at the prices quoted in its response to the Supplier Pricing Request.

#### **I.5 Submission-001.1 Representations and Authorizations (February 2017)**

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal 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 proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

## **PART II -SUBMITTAL REQUIREMENTS**

### **PART II -SUBMITTAL REQUIREMENTS**

#### **II.1 II-SPR-008.1b Lobbying Certification and Disclosure – Electronic Submission (Dec 2006)**

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Vendors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this SPR. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

#### **II.2 II-SPR-012.1 Return Goods Policy (Doc 2006)**

Each vendor must submit a copy of their return goods policy with their response.

#### **II.3 II-SPR-016.1 Post-Submission Descriptive Literature (Dec 2006)**

The Commonwealth may, during its evaluation of the response, require any vendor to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification may result in the rejection of the response.

#### **II.4 II-SPR-017.1b Reciprocal Limitations Act - Electronic Submittal (February 2007)**

This procurement is subject to the Reciprocal Limitations Act. The vendor must complete and submit with the Supplier Pricing Request the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this procurement. The completed State of Manufacture Chart should be submitted as part of the Supplier Pricing Request.

#### **II.5 II-SPR-019.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)**

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this SPR. The completed and signed Iran Free Procurement Certification form must be submitted with the Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJ>



**PART III - WORK STATEMENT**

**PART III - WORK STATEMENT**

**III.1 III-SPR-001.1A Specifications (Dec 2006)**

The Commonwealth is seeking Responses to procure the item(s) set forth in the attached document entitled "Specifications."

## **PART IV - TERMS AND CONDITIONS**

### **PART IV - TERMS AND CONDITIONS**

#### **IV.1 CONTRACT-001.1c Contract Terms and Conditions – Stand-Alone (Nov 30 2006)**

The Contractor and the Commonwealth agree that the following terms and conditions are part of the Contract:

#### **IV.2 CONTRACT-002.1b Term of Contract – PO (July 2015)**

The term of the Contract created by the issuance of the Purchase Order shall commence on the Original PO Effective Date printed on the Purchase Order after the Purchase Order has been fully executed by the Commonwealth (signed and approved as required by Commonwealth contracting procedures and sent to the Contractor). If the Purchase Order output form does not have “Fully Executed” at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Purchase Order has not been fully executed. Subject to the other provisions of the Contract, the Contract shall end on the later of: a) complete delivery and acceptance of the awarded item(s); b) the expiration of any specified warranty and maintenance period; c) payment by the Commonwealth for the item(s) received; or d) any Expiration Date identified in the Purchase Order.

#### **IV.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

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

#### **IV.4 CONTRACT-003.1c Signatures - PO (July 2015)**

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

The Purchase Order may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent, or in the case of an Auto-Purchase Order the name of the Centralized Purchasing Group, represents the signature of that individual(s) who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Purchase Order output form does not have “Fully Executed” at the top of the first page and does not have the name of the Purchasing Agent, or in the case of an Auto-Purchase Order the name of the Centralized Purchasing Group, printed in the appropriate box, the Contract has not been fully executed.

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the

party bound thereby. Any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

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

#### **IV.5 CONTRACT-004.1a Definitions (Oct 2013)**

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

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

#### **IV.6 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

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

#### **IV.7 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

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

#### **IV.8 CONTRACT-008.1a Warranty. (Oct 2006)**

When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

#### **IV.9 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

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

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

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

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

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

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

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

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

#### **IV.10 CONTRACT-009.1d Ownership Rights (Oct 2006)**

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

#### **IV.11 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the

specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **IV.12 CONTRACT-010.2 Product Conformance (March 2012)**

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

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

#### **IV.13 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

#### **IV.14 CONTRACT-011.1a Compliance With Law (Oct 2006)**

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

#### **IV.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

#### **IV.16 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)**

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

#### **IV.17 CONTRACT-014.3 Recycled Content Enforcement (February 2012)**

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

#### **IV.18 CONTRACT-015.1 Compensation (Oct 2006)**

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

#### **IV.19 CONTRACT-015.2 Billing Requirements (July 2021)**

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

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

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

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

#### **IV.20 CONTRACT-016.1 Payment (Oct 2006)**

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

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

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

#### **IV.21 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022)**

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

#### **IV.22 CONTRACT-017.1 Taxes (Dec 5 2006)**

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

#### **IV.23 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

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

#### **IV.24 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **IV.25 CONTRACT-020.1 Audit Provisions (Oct 2006)**

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

#### **IV.26 CONTRACT-021.1 Default (Oct 2013)**

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

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;



13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

14) Failure to protect, to repair, or to make good any damage or injury to property;

15) Breach of any provision of the Contract;

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

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

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

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

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

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

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

#### **IV.27 CONTRACT-022.1 Force Majeure (Oct 2006)**

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

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

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

#### **IV.28 CONTRACT-023.1a Termination Provisions (Oct 2013)**

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

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

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

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

#### **IV.29 CONTRACT-024.1 Contract Controversies (Oct 2011)**

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

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

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

terms of the Contract.

#### **IV.30 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

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

#### **IV.31 CONTRACT-026.1 Other Contractors (Oct 2006)**

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

#### **IV.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)**

The Contractor agrees:

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

discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

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

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

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

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

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

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

#### **IV.33 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)**

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

the integrity of the Commonwealth contracting and procurement process.

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

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

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

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

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

**e. "Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

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

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

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

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

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

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

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

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

- (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3)** had any business license or professional license suspended or revoked;
- (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this

paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

#### **IV.34 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)**

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

#### **IV.35 CONTRACT-030.1 Americans with Disabilities Act (July 2021)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies,

services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor 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 the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

#### **IV.36 CONTRACT-031.1 Hazardous Substances (April 2017)**

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

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

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



4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and

d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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

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

**IV.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

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

**IV.38 CONTRACT-033.1 Applicable Law (Oct 2006)**

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

**IV.39 CONTRACT- 034.1b Integration (Nov 30 2006)**

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

#### **IV.40 CONTRACT-034.2c Order of Precedence - SPR (Dec 13 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the SPR; and the Contractor's response to the SPR.

#### **IV.41 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

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

#### **IV.42 CONTRACT-035.1a Changes (Oct 2006)**

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

#### **IV.43 CONTRACT-037.1a Confidentiality (Oct 2013)**

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject

to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

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

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

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

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

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

#### **IV.44 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

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

#### **IV.45 CONTRACT-051.1 Notice (Dec 2006)**

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

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **IV.46 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

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

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

Harrisburg Capitol Police

# Virtual Reality Simulator: Two Person Configuration

For Law Enforcement Training



InVeris

Because Seconds Matter

Quote



**Submitted To:**

Harrisburg Capitol Police  
Justin Chortanoff  
501 N 3rd Street  
Harrisburg, PA 17101  
USA  
717-943-4227  
[jchortanof@pa.gov](mailto:jchortanof@pa.gov)

**InVeris Point of Contact:**

Jeremy Combs  
LE Virtual System Sales – USA NE  
InVeris Training Solutions  
404-640-3280  
[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)

[SURVIVR company purchased by InVeris]

**Doc. No.:** 13862-22-USL Rev 7  
**Submit Date:** September 29, 2023  
**Valid To:** December 29, 2023  
**Prepared by:** Amber Carroll  
Proposal Coordinator

**USE AND DISCLOSURE OF DATA:** Any and all information and data contained herein is the property of InVeris Training Solutions, Inc. (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris because of, or in connection with this proposal offer, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

**DESTINATION CONTROL STATEMENT:** The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

# 1 Pricing

## 1.1 Pricing – Base Package

Table 1 below provides pricing for items proposed as part of the Base Package.

TABLE 1 – BASE PACKAGE						
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)
OPEN MKT	VR-SIMULATOR	VIRTUAL REALITY SIMULATOR: 1-Person simulator configuration with Service Package. Includes the following: <ul style="list-style-type: none"> <li>○ One VR head-mounted display that fully immerses a trainee into a realistic training environment.</li> <li>○ One VR-Optimized Computer system with wireless adapter and two batteries.</li> <li>○ One portable lighthouse tracking system with hand tracking to track the trainee in up to a 35' x 35' space.</li> <li>○ One VR Toolset with one each of the following: VR Handgun, VR Rifle, VR Taser, VR OC Spray, and VR Flashlight.</li> <li>○ One Desktop Computer with keyboard, external keypad, mouse, charging hub, audio/microphone, headset &amp; speakers.</li> <li>○ Two Monitors for initial simulator (additional simulators receive one monitor).</li> <li>○ Miscellaneous wires/parts.</li> <li>○ One year Warranty that covers hardware.</li> <li>○ One year Service Package that provides software updates and new features.</li> </ul>	2	LOT	\$30,750.00	\$61,500.00
OPEN MKT	VR-NETWORK KIT	MULTI-USER NETWORKING: Advanced networking software and configuration needed for multi-user functionality.	1	LOT	\$5,000.00	\$5,000.00

**TABLE 1 – BASE PACKAGE**

GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)
OPEN MKT	VR-INSTALL/ TRAIN	IN-PERSON INSTALLATION AND TRAINING: Includes on-site equipment setup and train-the-trainer onboarding.	1	LOT	\$2,000.00	\$2,000.00
<b>TOTAL PRICE (USD)</b>						<b>\$68,500.00</b>

## 2 Notes and Assumptions

1. **Quote Reference:** Please reference InVeris quote number **13862-22-USL Rev 7** for future correspondence with InVeris.
2. **Supplied by Buyer with Purchase Order:** Please fill out the attached VR Configuration Questionnaire form to be provided with Purchased Order.
3. **Currency:** All prices are fixed price, quoted in US Dollars, and do not include any taxes or any other fees not expressly included herein.
4. **Open Market:** All items included herein are OPEN MARKET items unless specified otherwise in the pricing table.
5. **Delivery:** Delivery on all items is 90 days after receipt and acceptance of order.
  - Delivery time frame is subject to availability of weapons from the manufacturer.
6. **Documentation:** All products, documentation, manuals, training, training materials, etc. will be provided in US English only in InVeris content and format. No language translations have been priced or included.
7. **Payment Terms:** 90% of Total Contract Value shall be paid upon shipment of product(s) and 10% after install, training, and acceptance.
8. **Payment Address:** InVeris Training Solutions, Inc., 296 Brogdon Road, Suwanee, GA 30024
  - Business Size:** Large
  - CAGE Code:** 087W6
  - TIN:** 58-2272995
  - Unique Entity Identifier (UEI):** For DUNs 007655863 is H3BJSKLEF57
9. **Sales Tax:** If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.
10. **Bonds:** N/A – no bonds are required.
11. **Special Markings:** Pricing does not include any special markings or certifications. If markings or certifications must be provided, a price can be provided upon request and further specifications.
12. **Design Modifications:** InVeris reserves the right to make modifications in the design of its products without prior notification.



13. **Terms and Conditions:** The InVeris Training Solutions, Inc. (InVeris) *Standard Terms & Conditions [ITSI-DOM-001REV7\_08.17.2021]* incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay"). The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. If InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

**From:** [Krebsbach, Amy](#)  
**To:** [Kleeman-Deimler, Cheryl](#); [Combs, Jeremy](#); [Boltz, Melissa](#)  
**Cc:** [Dattoli, Jacqueline](#)  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)  
**Date:** Thursday, October 5, 2023 9:29:47 AM

---

Hello Cheryl,

I confirm we are agreeable to withdraw InVeris' terms and conditions.

Kind Regards,

**Amy Krebsbach**  
Senior Contracts Specialist

**InVeris Training Solutions**

296 Brogdon Road  
Suwanee, GA 30024  
USA

Office: +1 678-288-1338  
Mobile: +1 470-266-0059  
Fax: +1 678-288-1515  
[amy.krebsbach@inveristraining.com](mailto:amy.krebsbach@inveristraining.com)  
InVerisTraining.com



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**From:** Kleeman-Deimler, Cheryl <ckleemanda@pa.gov>  
**Sent:** Thursday, October 5, 2023 9:14 AM  
**To:** Krebsbach, Amy <Amy.Krebsbach@inveristraining.com>; Combs, Jeremy <Jeremy.Combs@inveristraining.com>; Boltz, Melissa <Melissa.Boltz@inveristraining.com>  
**Cc:** Dattoli, Jacqueline <jdattoli@pa.gov>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

\*\*\* This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.\*\*\*

Hi Amy,

Please confirm that you agree to withdraw the InVeris Terms and conditions. Once you've done that I can move forward with creating the PO and routing it for internal Commonwealth approval.

Thank you.  
Cheryl

---

**From:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>  
**Sent:** Wednesday, October 4, 2023 3:15 PM  
**To:** Kleeman-Deimler, Cheryl <[ckleemands@pa.gov](mailto:ckleemands@pa.gov)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Cc:** Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Hi Cheryl,

We will agree to Terms and Conditions. What are the next steps?

Kind regards,

**Amy Krebsbach**  
Senior Contracts Specialist

### **InVeris Training Solutions**

296 Brogdon Road  
Suwanee, GA 30024  
USA

Office: +1 678-288-1338  
Mobile: +1 470-266-0059  
Fax: +1 678-288-1515  
[amy.krebsbach@inveristraining.com](mailto:amy.krebsbach@inveristraining.com)  
InVerisTraining.com



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**From:** Kleeman-Deimler, Cheryl <[ckleemands@pa.gov](mailto:ckleemands@pa.gov)>  
**Sent:** Wednesday, October 4, 2023 9:21 AM  
**To:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Cc:** Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

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Thank you, much appreciated.

Cheryl

---

**From:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>  
**Sent:** Tuesday, October 3, 2023 10:56 AM  
**To:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Cc:** Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Hi Cheryl,

I apologize for the delay. I hope to get back with you this afternoon.

Kind regards,

**Amy Krebsbach**  
Senior Contracts Specialist

**InVeris Training Solutions**  
296 Brogdon Road  
Suwanee, GA 30024  
USA

Office: +1 678-288-1338  
Mobile: +1 470-266-0059  
Fax: +1 678-288-1515  
[amy.krebsbach@inveristraining.com](mailto:amy.krebsbach@inveristraining.com)  
InVerisTraining.com



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---

**From:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>  
**Sent:** Tuesday, October 3, 2023 10:48 AM  
**To:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Cc:** Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>; Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

\*\*\* This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.\*\*\*

Hello Amy and Jeremy,

Please let me know if there is anything I can do to assist with your consideration of my request so that we can move forward with this procurement.

Thank you,  
Cheryl

---

**From:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>  
**Sent:** Monday, October 2, 2023 2:51 PM  
**To:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Subject:** Re: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Hi Amy,

This appears to be for the State of California Department of General Services, not the Commonwealth of Pa Dept of General Services.

Thank you,  
Cheryl

Cheryl

---

**From:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>  
**Sent:** Monday, October 2, 2023 2:20:51 PM  
**To:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Hi Cheryl,

You will find it attached.

Kind regards,

**Amy Krebsbach**  
Senior Contracts Specialist

### **InVeris Training Solutions**

296 Brogdon Road  
Suwanee, GA 30024  
USA

Office: +1 678-288-1338  
Mobile: +1 470-266-0059  
Fax: +1 678-288-1515  
[amy.krebsbach@inveristraining.com](mailto:amy.krebsbach@inveristraining.com)  
InVerisTraining.com



Please consider the environment before printing this e-mail.

---

**From:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>  
**Sent:** Monday, October 2, 2023 1:59 PM  
**To:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>; Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Melissa Boltz <[melissa.boltz@meggitt.com](mailto:melissa.boltz@meggitt.com)>; Dattoli, Jacqueline <[jdattoli@pa.gov](mailto:jdattoli@pa.gov)>  
**Subject:** Re: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

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Hello Amy,

We are researching the PO you reference below but so far are not able to find it. The number is not a Commonwealth PO number. Do you have any other numbers or details surrounding that order?

Thank you,  
Cheryl

---

**From:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>  
**Sent:** Monday, October 2, 2023 11:02:58 AM  
**To:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>; Melissa Boltz <[melissa.boltz@meggitt.com](mailto:melissa.boltz@meggitt.com)>; Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Hello Cheryl,

Please see responses below.

**Amy Krebsbach**  
Senior Contracts Specialist

**InVeris Training Solutions**  
296 Brogdon Road  
Suwanee, GA 30024  
USA

Office: +1 678-288-1338  
Mobile: +1 470-266-0059  
Fax: +1 678-288-1515  
[amy.krebsbach@inveristraining.com](mailto:amy.krebsbach@inveristraining.com)  
InVerisTraining.com



Please consider the environment before printing this e-mail.

---

**From:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Sent:** Friday, September 29, 2023 12:53 PM  
**To:** Krebsbach, Amy <[Amy.Krebsbach@inveristraining.com](mailto:Amy.Krebsbach@inveristraining.com)>; Melissa Boltz <[melissa.boltz@meggitt.com](mailto:melissa.boltz@meggitt.com)>; Cheryl Kleeman-Deimler <[ckleemands@pa.gov](mailto:ckleemands@pa.gov)>  
**Subject:** Fwd: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Amy ,

Can you advise as to the below questions .

Thanks

Jeremy Combs  
Law Enforcement Virtual Sales - NE U.S  
InVeris Training Solutions

296 Brogdon Road  
SUWANEE, GA 30024  
USA

Cell: 404-640-3280  
[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)

Begin forwarded message:

**From:** "Kleeman-Deimler, Cheryl" <[ckleemands@pa.gov](mailto:ckleemands@pa.gov)>  
**Date:** September 29, 2023 at 12:51:22 PM EDT  
**To:** "Combs, Jeremy" <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>, "Boltz, Melissa" <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

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attachments unless you recognize the sender and know the content is safe.\*\*\*

I looked over the attached document and noted that it contains terms and conditions. Of concern are a couple sections which conflict with the Commonwealth's terms and conditions that were included as part of the solicitation. Are you able to remove these following sections from the document and resubmit it, or otherwise indicate via email that they are not applicable to this purchase. I have attempted to provide additional information below explaining the need to strike the identified language. If you agree to remove these clauses you can simply do so by indicating your intent in response to this email. I am available to discuss should you have any questions or concerns regarding this email.

1. **Payment Terms:** 90% of Total Contract Value shall be paid upon shipment of product(s) and 10% after install, training, and acceptance.
  1. COPA payment terms are NET 30 after acceptance/receipt of product.  
[This is acceptable.](#)
  
2. **Sales Tax:** If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.
  1. COPA terms and conditions includes language which provides the Commonwealth's tax exemption status and Registration Number, which is 23-2374001-K. Considering this, the Commonwealth does not provide tax exempt certificates. [Understood.](#)
  
1. **Terms and Conditions:** The InVeris Training Solutions, Inc. (InVeris) *Standard Terms & Conditions [ITSI-DOM-001REV7\_08.17.2021]* incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually



severe weather ("Excusable Delay"). The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. If InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

1. This paragraph must be stricken completely. DGS has not seen the InVeris Standard Terms and Conditions and has not agreed to them. If this is a requirement, then we would have to negotiate terms and conditions. [We had a prior order with DGS and request the terms and conditions of PO 8120-0000001080 be applicable to this order.](#)

Thank you,  
Cheryl Kleeman-Deimler  
DGS Bureau of Procurement

---

**From:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Sent:** Friday, September 29, 2023 12:08 PM  
**To:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>; Boltz, Melissa <[Melissa.Boltz@inveristraining.com](mailto:Melissa.Boltz@inveristraining.com)>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Cheryl,

Please see the attached documents we were unable to upload . Please confirm all necessary items have been completed and received.

thanks for all your help and time ,

Jeremy Combs  
Law Enforcement Virtual Sales - NE U.S  
InVeris Training Solutions

296 Brogdon Road  
Suwanee, GA 30024  
USA

cell: 404-640-3280

[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)

<https://inveristraining.com/>

---

**From:** Kleeman-Deimler, Cheryl <[ckleemands@pa.gov](mailto:ckleemands@pa.gov)>

**Sent:** Friday, September 29, 2023 10:03 AM

**To:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>

**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

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Awesome, thank you.

---

**From:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>

**Sent:** Friday, September 29, 2023 9:58 AM

**To:** Kleeman-Deimler, Cheryl <[ckleemands@pa.gov](mailto:ckleemands@pa.gov)>

**Subject:** [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

***ATTENTION:*** *This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).*

Cheryl ,

They are working on it as we speak . I expect it to be completed very soon ... as in minutes .

I hope to have a confirmation soon .

Thanks .

Jeremy Combs

Law Enforcement Virtual Sales - NE U.S

InVeris Training Solutions

296 Brogdon Road

SUWANEE, GA 30024

USA

Cell: 404-640-3280

[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)

On Sep 29, 2023, at 9:53 AM, Kleeman-Deimler, Cheryl  
<[ckleemande@pa.gov](mailto:ckleemande@pa.gov)> wrote:

\*\*\* This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. \*\*\*

Hello Jeremy,

I checked my system and I see that your company has not submitted the bid yet? The deadline is 11:00 am today, will you need more time? If more time is needed I can extend the bid due date/time. Do you have any questions?

Please let me know.

Thank you!

Cheryl Kleeman-Deimler,  
Commodity Manager, Operations & Facilities  
Dept of General Services, Bureau of Procurement  
555 Walnut St, 6th Floor, Forum Place | Harrisburg, PA 17101  
Phone: 717-346-4326 | Fax: 717-783-6241  
e-Mail: [ckleemande@pa.gov](mailto:ckleemande@pa.gov) | Web: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

At DGS, our mission is to help government operate more efficiently, effectively, and safely; delivering exceptional value for all Pennsylvanians.

---

**From:** Kleeman-Deimler, Cheryl  
**Sent:** Wednesday, September 27, 2023 5:35 PM  
**To:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Subject:** Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Hello Jeremy,

Again, I apologize for the delay, but I have been tied up in interviews. Thankfully, the last one was today.

The solicitation 6100059592 has been issued and will be available beginning at 6 PM today in the PA Supplier Portal. The bid response due

date is Friday the 19<sup>th</sup> at 11:00 AM. If you are having difficulty with the bid submission or have any questions, please do not hesitate to call me or email me.

In our system it shows Angela Kronenberg listed as the contact for Inveris, she may be the administrator of your company profile. The guides below will assist with this if you need it.

Thank you for your patience.

Cheryl Kleeman-Deimler,  
Commodity Manager, Operations & Facilities  
Dept of General Services, Bureau of Procurement  
555 Walnut St, 6th Floor, Forum Place | Harrisburg, PA 17101  
Phone: 717-346-4326 | Fax: 717-783-6241  
e-Mail: [ckleemanded@pa.gov](mailto:ckleemanded@pa.gov) | Web: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

At DGS, our mission is to help government operate more efficiently, effectively, and safely; delivering exceptional value for all Pennsylvanians.

---

**From:** Kleeman-Deimler, Cheryl  
**Sent:** Wednesday, September 27, 2023 8:57 AM  
**To:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Subject:** RE: [External] RE: Doc No. 13862-22-USL Rev 6

No, I am sorry, I was tied up in interviews most of the day. It will be out today, my goal is by 1:00 PM, I will email you when it is. I am sorry for the delay. In the meantime, below are links to the guides we spoke about.

1. [Locating and Responding to Bids in the PA Supplier Portal](#)
2. [Locating and Responding to Bids in the PA Supplier Portal \(Video\)](#)

In case any passwords need reset, or if you do not know our user id, here is a guide to help with the process.

1. [PA SUPPLIER Administrative Support/Password Reset/Find User ID](#)

---

**From:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Sent:** Wednesday, September 27, 2023 8:49 AM

**To:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>

**Subject:** [External] RE: Doc No. 13862-22-USL Rev 6

Hello,

good morning .

has the solicitation been posted?

thanks ,

Jeremy Combs  
Law Enforcement Virtual Sales - NE U.S  
InVeris Training Solutions

296 Brogdon Road  
Suwanee, GA 30024  
USA

cell: 404-640-3280

[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)

<https://inveristraining.com/>

<image001.png>

**From:** [Kleeman-Deimler, Cheryl](#)  
**To:** ["Combs, Jeremy"](#); [Boltz, Melissa](#)  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)  
**Date:** Friday, September 29, 2023 12:45:00 PM  
**Attachments:** [13862-22-USL Rev 7 - Harrisburg Capitol Police \(VR\) 29Sept2023.pdf](#)  
[image001.png](#)

---

I looked over the attached document and noted that it contains terms and conditions. Of concern are a couple sections which conflict with the Commonwealth's terms and conditions that were included as part of the solicitation. Are you able to remove these following sections from the document and resubmit it, or otherwise indicate via email that they are not applicable to this purchase. I have attempted to provide additional information below explaining the need to strike the identified language. If you agree to remove these clauses you can simply do so by indicating your intent in response to this email. I am available to discuss should you have any questions or concerns regarding this email.

- **Payment Terms:** 90% of Total Contract Value shall be paid upon shipment of product(s) and 10% after install, training, and acceptance.
  - COPA payment terms are NET 30 after acceptance/receipt of product.
  
- **Sales Tax:** If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.
  - COPA terms and conditions includes language which provides the Commonwealth's tax exemption status and Registration Number, which is 23-2374001-K. Considering this, the Commonwealth does not provide tax exempt certificates.
  
- **Terms and Conditions:** The InVeris Training Solutions, Inc. (InVeris) *Standard Terms & Conditions [ITSI-DOM-001REV7\_08.17.2021]* incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay"). The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description

of the delay and of the affected portion of the Work. If InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

- This paragraph must be stricken completely. DGS has not seen the InVeris Standard Terms and Conditions and has not agreed to them. If this is a requirement, then we would have to negotiate terms and conditions.

Thank you,  
Cheryl Kleeman-Deimler  
DGS Bureau of Procurement

---

**From:** Combs, Jeremy <Jeremy.Combs@inveristraining.com>  
**Sent:** Friday, September 29, 2023 12:08 PM  
**To:** Kleeman-Deimler, Cheryl <ckleemande@pa.gov>; Boltz, Melissa <Melissa.Boltz@inveristraining.com>  
**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

Cheryl,

Please see the attached documents we were unable to upload . Please confirm all necessary items have been completed and received.

thanks for all your help and time ,

Jeremy Combs  
Law Enforcement Virtual Sales - NE U.S  
InVeris Training Solutions

296 Brogdon Road  
Suwanee, GA 30024  
USA

cell: 404-640-3280  
[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)  
<https://inveristraining.com/>



---

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**Sent:** Friday, September 29, 2023 10:03 AM

**To:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>

**Subject:** RE: [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

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Awesome, thank you.

---

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**Sent:** Friday, September 29, 2023 9:58 AM

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**Subject:** [External] Re: Solicitation No. 6100059592 (Doc No. 13862-22-USL Rev 6)

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Jeremy Combs  
Law Enforcement Virtual Sales - NE U.S  
InVeris Training Solutions

296 Brogdon Road  
SUWANEE, GA 30024  
USA

Cell: 404-640-3280  
[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)

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In our system it shows Angela Kronenberg listed as the contact for Inveris, she may be the administrator of your company profile. The guides below will assist with this if you need it.

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Cheryl Kleeman-Deimler,  
Commodity Manager, Operations & Facilities

Dept of General Services, Bureau of Procurement  
555 Walnut St, 6th Floor, Forum Place | Harrisburg, PA 17101  
Phone: 717-346-4326 | Fax: 717-783-6241  
e-Mail: [ckleemande@pa.gov](mailto:ckleemande@pa.gov) | Web: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

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**Sent:** Wednesday, September 27, 2023 8:57 AM  
**To:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Subject:** RE: [External] RE: Doc No. 13862-22-USL Rev 6

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2. [Locating and Responding to Bids in the PA Supplier Portal \(Video\)](#)

In case any passwords need reset, or if you do not know our user id, here is a guide to help with the process.

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---

**From:** Combs, Jeremy <[Jeremy.Combs@inveristraining.com](mailto:Jeremy.Combs@inveristraining.com)>  
**Sent:** Wednesday, September 27, 2023 8:49 AM  
**To:** Kleeman-Deimler, Cheryl <[ckleemande@pa.gov](mailto:ckleemande@pa.gov)>  
**Subject:** [External] RE: Doc No. 13862-22-USL Rev 6

Hello,

good morning .

has the solicitation been posted?

thanks ,

Jeremy Combs  
Law Enforcement Virtual Sales - NE U.S  
InVeris Training Solutions

296 Brogdon Road  
Suwanee, GA 30024  
USA

cell: 404-640-3280

[jeremy.combs@inveristraining.com](mailto:jeremy.combs@inveristraining.com)

<https://inveristraining.com/>

<image001.png>

**SOURCE JUSTIFICATION FORM**

Bureau of Procurement

The objective of this form is to capture all relevant documentation an Agency may have to assist the Department of General Services ("DGS"), Bureau of Procurement, in expediting the source justification review process. This form must be completed electronically, signed, and submitted with all relevant documentation to DGS. If a question is neither mandatory nor applicable, please indicate "N/A". Please use standard terminology and define acronyms.

**SECTION A**

<b>1. Agency Name:</b>	General Services		
<b>2. Procurement Description:</b> This description will appear on the eMarketplace website for public viewing	InVeris Training Simulator		
Materials Description:	InVeris Training Simulator		
Services Description:			
<b>3. Materials Shopping Cart # or Services SPR#</b>	9999999	Estimated Cost:	\$50,001 - \$100K
		Initial Contract Term:	N/A
		Renewals:	One-time purchase
<b>4. Supplier - Name:</b>	InVeris		
Full Address:	296 Brogdon Rd., Suwanee, GA 30024		
Contact Name:	Jeremy Combs		
Telephone:	404-640-3280	FAX:	
E-mail:	Jeremy.Combs@inveristraining.com		
SRM Supplier #:	168805		
<b>5. Delivery or service location:</b>	Capitol Police, 401 North St., NOB, Harrisburg, PA		

**SECTION B**

<input checked="" type="checkbox"/> <b>1. Sole Source:</b> Only known source - Not available from another supplier.
<input type="checkbox"/> <b>2. Material/Repair/Maintenance:</b> Material or service MUST be compatible with existing equipment. Documentation must be provided from the manufacturer.
<input type="checkbox"/> <b>3. Used Equipment:</b> Value set by 2 independent 3rd party appraisals.
<input type="checkbox"/> <b>4. Professional Expert:</b> Describe in detail in Section C.
<input type="checkbox"/> <b>5. Exempt (Law):</b> A federal or state statute or regulation exempts the procurement from the competitive procedure. Any applicable information precluding the procurement from competitive procedures must be attached.
<input type="checkbox"/> <b>6. Feasibility:</b> Clearly not feasible to award the contract on a competitive basis.

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

## SECTION C

**1. Describe the unique features of this procurement that prohibit a competitive environment. If applicable, attach a Statement of Work ("SOW").**

The InVeris Virtual Reality Simulator is a VR-Optimized computer system that is compatible with our current system. Because our system is used without accessing the COPA network, having a VR system that is compatible will save us time, money, and energy. Other unique features to this package is a portable lighthouse tracking system, VR toolset (handgun, rifle, taser, OC spray, etc.), and a VR head-mounted display. \*new info: The two systems will be integrated together to make the most impact of the training simulation. To do this, having a supplemental system to our current "FAT" system is a necessity. The current system is a live-fire training system that has personalized (PA capitol complex) situations and scenarios that were custom made for Capitol Police. Our current system can be integrated with the new VR Optimized computer system by syncing both systems into one scenario at one time. Our current "Fats" system also has a variety of training weapons that were purchased with the fats system through Capitol Police and Game Commission. We have since obtained all weapons through surplus transfer from Game Commission.

**2. Document and attach the research that has been conducted to date to verify the supplier is the only known source.**

Verification made with the supplier that there are no other distributors. Email attached.

**3. Does the supplier utilize distributors, dealers, resellers, etc.? If "Yes," please identify.**

No

**4. Are there compatibility requirements or compliance requirements with a warranty or service agreement? If "Yes," please explain.**

No, however, this is compatible with the current system we are using and upgrading through a state contract. \*new info: Contract number 4400023941

**5. How has the material or service been procured in the past? Please provide previous source justifications, contracts, & PO's for this material or service.**

Capitol Police has one existing training simulator that was purchased via Sole Source years ago. \*new info: PO 4300334158 which was the resulting PO from bid 6100021958.

**6. If procured through the IT ITQ process, please provide original \$ amount and contract period of order. Is this the final phase of the project?**

N/A

**7. If this is an upgrade, addition, alteration, etc., to an earlier procurement, please describe in detail.**

N/A

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

**8. What are the consequences of not approving this procurement?**

The consequences of not purchasing this would be wasting taxpayer dollars by pivoting our training system to another direction. This is the most affordable, useful, and easiest system to use for a realistic training environment. Going another direction does not make logical sense. \*new info: One example of an option we explored was from MILO. The MILO Range Theater configurations start at \$84,995 for just the simulator. The price will rapidly increase when we customize the scenarios like we did in the past with Meggitt and add the VR simulation to it as well.

**9. If timing is a factor, what is the time factor and why?**

Delivery by October 2023 in order to utilize waiver monies. \*new info: The lead time from purchase will be approximately 60 days. On paper, they say 90 but that is worst case scenario.

**10. List any other information relevant to the acquisition of this procurement here or as an attachment.**

Quote attached.

**11. For requests > \$100,000, has the supplier signed cost or pricing data certification and is the pricing breakdown attached?**

N/A

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

## SECTION D

**IMPORTANT\*:** The printed names on this form shall constitute the signatures of these individuals. Agencies must insure that these individuals review the completed form and give their consent to apply their printed name on this form. No handwritten signatures shall be required in order for the form to be considered "signed" by those individuals whose names appear in the signature section of the form.

### Shopping Cart Contact Person (Person whom DGS will contact regarding the Shopping Cart):

<b>Name:</b>	Denise L. Sowers	<b>P-Group:</b>	JC3	<b>Date:</b>	03-06-23
<b>Title:</b>	Procurement Specialist I	<b>Telephone:</b>		<b>Fax:</b>	

### Agency Contact Person: Person in your agency that DGS can contact for additional information, etc.

<b>Name:</b>	Nick Rodichok	<b>Title:</b>	Admin. Officer 2	<b>Date:</b>	03-06-23
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	nrodichok@pa.gov

### Approving Authority (Agency Head or Deputy reviewing and approving this request): Approving Authority connotes approval of the source justification and the cost or pricing data certification.

<b>Name:</b>	Brian Esposito	<b>Title:</b>	Chief Procurement Officer	<b>Date:</b>	03-06-23
<b>Telephone:</b>		<b>Fax:</b>			

### Additional Approvals (if required by Agency):

<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	



## WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

### CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Amy Krebsbach</i>	9/29/2023
<b>Signature</b>	<b>Date</b>
Amy Krebsbach	
<b>Name (Printed)</b>	
Senior Contracts Specialist	
<b>Title of Certifying Official (Printed)</b>	
InVeris Training Solutions, Inc.	
<b>Contractor/Grantee Name (Printed)</b>	



## RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

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NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

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### I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Alaska	5% (supplies only)
2.	Arizona	5% (construction materials from Arizona resident dealers only)
3.	California	5% (for supply contracts only in excess of \$100,000.00)
4.	Connecticut	10% (for supplies only)
5.	Montana	3%
6.	New Mexico	5% (for supplies only)
7.	South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00) This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8.	West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9.	Wyoming	5%

	<b>STATE</b>	<b>PROHIBITION</b>
1.	New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

- D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

	<b>STATE</b>	<b>PROHIBITION</b>
1.	Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2.	Georgia	Forest products only
3.	Indiana	Coal
4.	Michigan	Printing
5.	New Mexico	Construction
6.	Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7.	Rhode Island	Only for food for state institutions.

\*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

## II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C<sub>above</sub>). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
VR-SIMULATOR	InVeris Training Solutions, Inc.	Georgia
VR-NETWORK KIT	InVeris Training Solutions, Inc.	Georgia

**IV. BIDDER'S RESIDENCY**

**A.** In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: 296 Brogdon Road  
Suwanee, GA 30024

\_\_\_\_\_  
 \_\_\_\_\_

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: \_\_\_\_\_
  - 2. a.** If the bidder is a corporation:
    - (1)** The corporation  is or  is not incorporated under the laws of the Commonwealth of Pennsylvania.
      - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: \_\_\_\_\_
      - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: \_\_\_\_\_
    - (2)** The corporation  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: \_\_\_\_\_
  - b.** If the bidder is a partnership:
    - (1)** The partnership  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_
    - (2)** The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_
  - c.** If the bidder is an individual:

He or she  is or  is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_



## COMMONWEALTH OF PENNSYLVANIA

Jeremy Combs  
InVeris Training Solutions  
296 Brogdon Road  
Suwanee, GA 30024

Re: PO 4300791361

Dear Mr. Combs:

Your business entity was awarded a non-bid contract by the Commonwealth. Please be advised that the Pennsylvania Election Code provides that any business entity which has been awarded a contract on a non-bid basis by the Commonwealth shall file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of each year.

Section 1641 of the Pennsylvania Election Code provides that the report shall include the following information:

[A]n itemized list of all political contributions known to the business entity by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- 2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

For the purpose of this subsection, "immediate family" means a person's spouse and any unemancipated child. 25 P.S. § 3260a(a).

To obtain a copy of the reporting form please contact the Bureau of Campaign Finance and Lobbying Disclosure, Room 500, North Office Building, Harrisburg, PA 17120. Please call (717) 787-5280 (option 4) for questions concerning these filing requirements.

Sincerely,

Cheryl Kleeman-Deimler  
Commodity Manager

cc: Division of Campaign Finance and Lobbying Disclosure  
Pennsylvania Department of State

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**State Treasury  
Comptroller  
Procurement**

TO: Honorable Members of the  
Board of Commissioners of  
Public Grounds and Buildings

Pursuant to Section 2409(x) of the Administrative Code of 1929 (P.L. 177, No. 175), as amended, 71 P.S. Section 639(x), the Department of General Services is Submitting to the Board proposed purchase documents and related data for its examination and approval for the following reasons:

- Only known source – similar equipment or materials not available from another contractor.
- State contract - - contractor agrees to supply to all State agencies at a given price during the fiscal year.  
(For DGS use only when establishing a State Contract).
- Equipment or materials must be compatible with existing equipment.
- Immediate purchase necessary to correct situation threatening life or property loss.
- Lease-purchase - exercise purchase option on lease.
- Medical device or supply specified by physician.
- Used equipment - within price set by one appraisal by a disinterested party.
- Used equipment - within price set by two separate appraisals by disinterested parties.
- Confirmation purchase with prior approval of the Chief Procurement Officer, Bureau of Procurement.  
Explanation by the using agency is in the attached file.
- Other: Insert reason for sole source purchase

REFERENCE NUMBER <b>50971</b>	USING AGENCY <b>General Services</b>	BOARD NUMBER <b>P23-08</b>
ITEM DESCRIPTION <b>Virtual Reality Simulator</b>		CHIEF PROCUREMENT OFFICER or designee, BUREAU OF PROCUREMENT

Note: The form is digitally signed upon approval in the Supplier Relationship Management (SRM) System.

Respectfully submitted,

\_\_\_\_\_  
DEPUTY SECRETARY  
OF GENERAL SERVICES

cc: Board of Commissioners of Public Grounds and Building

At the \_\_\_\_\_, 20\_\_\_\_, meeting of the Board of Commissioners of Public Grounds and  
Buildings, the Board approved the purchase of Reference Number \_\_\_\_\_.

\_\_\_\_\_  
State Treasurer

\_\_\_\_\_  
Secretary to the Board of Commissioners  
of Public Grounds and Buildings

Date \_\_\_\_\_