



FULLY EXECUTED

Contract Number: 4400020820

Original Contract Effective Date: 04/17/2019

Valid From: 06/01/2019 To: 08/31/2024

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

Purchasing Agent

Name: Danner Shawn

Phone: 717-787-8085

Fax:

Your SAP Vendor Number with us: 118695

Supplier Name/Address:

THE LERRO CORPORATION

905 MADISON AVE

NORRISTOWN PA 19403-2306 US

Please Deliver To:

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

Supplier Phone Number: 610-650-4101

Supplier Fax Number: 610-650-4110

Contract Name:

Professional Broadcast, Audio Visual

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Broadcast Audio Visual Equipment	0.000		0.00	1	0.00
2	Installation Services	0.000		0.00	1	0.00
3	Maintenance Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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This contract has been renewed until 05/31/2022 w/ two (2) one (1) year renewals
No further information for this Contract

Information:



February 16, 2024

The Lerro Corp.
905 Maddison Avenue
Norristown, PA 19403

SUBJECT: Renewal of Contract: Professional Broadcast, Audio Visual and Multimedia Equipment
Contract Number: 4400020820
Term of Renewal: May 31, 2024 – August 31, 2024

Dear Contractor:

The Commonwealth is exercising its option to renew the **Professional Broadcast, Audio Visual and Multimedia Equipment** contract between the Commonwealth of Pennsylvania and the above referenced Contractor. The contract states in Part V, Terms and Conditions, Section V.2, Extension of Contract Term:

"V-2. EXTENSION OF CONTRACT TERM.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. The new termination date will be August 31, 2024.

The Commonwealth requests your acknowledgement of the contract renewal. Please complete the bottom section of this letter and send it, via email, to the Commodity Specialist listed below no later than **2/23/2024**. Thank you for your prompt response. If you have any questions, please do not hesitate to contact me.

Shawn Danner
717-787-8085
shdanner@pa.gov

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

Yes No

Signature Matthew E. Murphy Title President

Date 02/16/2024

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



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Supplier's Signature _____

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

Purchasing Agent

Name: **McFadden Amy**

Phone: 717-346-3826

Fax: 717-783-6241

Your SAP Vendor Number with us: **118695**

Supplier Name/Address:

THE LERRO CORPORATION

905 MADISON AVE

NORRISTOWN PA 19403-2306 US

Please Deliver To:

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

Supplier Phone Number: 6106504100

Contract Name:

Professional Broadcast, Audio Visual

Payment Terms

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Name: **McFadden Amy**

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No further information for this Contract

Information:

**CONTRACT
FOR
Professional Broadcast, Audio Visual & Multimedia Equipment**

THIS CONTRACT for the provision of **Professional Broadcast, Audio Visual & Multimedia Equipment** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and The Lerro Group ("**Contractor**").

WHEREAS, DGS issued a Request for Proposals for the provision of **Professional Broadcast, Audio Visual & Multimedia Equipment** for Commonwealth Agencies, RFP No. **6100046056** ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DGS determined that it was in the best interest to award to all responsive and responsible offerors in accordance with 62 Pa. C.S. § 517(e)(3) and Contractor's proposal, was deemed responsive and responsible after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Professional Broadcast, Audio Visual & Multimedia Equipment** to the Commonwealth.

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

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Professional Broadcast, Audio Visual & Multimedia Equipment** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth agencies shall procure their requirements for **Professional Broadcast, Audio Visual & Multimedia Equipment** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Professional Broadcast, Audio Visual & Multimedia Equipment** listed in its Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in **Exhibit B**.
4. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.

Contract Number

- b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as **Exhibit A** and made part of this contract.
- c. The Contractor's Final Negotiated Cost Submittal, which is attached hereto as **Exhibit B** and made a part hereof.
- d. The Contractor's Small Diverse Business Submittal, which is attached hereto as **Exhibit C** and made a part hereof.
- e. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as **Exhibit A** and made a part hereof.
- f. The Contractor's Technical Submittal, which is attached hereto as **Exhibit D** and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, Section 4 Signatures.

Witness:

CONTRACTOR:

By: _____
(Assistant) Secretary

By: _____
(Vice) President

Printed Name/Date

Printed Name/Date

Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically _____
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically _____
Office of Chief Counsel Date

To be obtained electronically _____
Office of General Counsel Date

To be obtained electronically _____
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be obtained electronically _____
Comptroller Date

**CONTRACT
FOR
Professional Broadcast, Audio Visual & Multimedia Equipment**

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WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DGS determined that it was in the best interest to award to all responsive and responsible offerors in accordance with 62 Pa. C.S. § 517(e)(3) and Contractor's proposal, was deemed responsive and responsible after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Professional Broadcast, Audio Visual & Multimedia Equipment** to the Commonwealth.

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

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Professional Broadcast, Audio Visual & Multimedia Equipment** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth agencies shall procure their requirements for **Professional Broadcast, Audio Visual & Multimedia Equipment** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Professional Broadcast, Audio Visual & Multimedia Equipment** listed in its Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in **Exhibit B**.
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- d. The Contractor's Small Diverse Business Submittal, which is attached hereto as **Exhibit C** and made a part hereof.
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- f. The Contractor's Technical Submittal, which is attached hereto as **Exhibit D** and made a part hereof.

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Witness:

CONTRACTOR:

By: [Redacted]
(Assistant) Secretary

By: [Redacted]
(vice) President

GEORGE STRICKLON 12-20-18
Printed Name/Date

MATTHEW E. MURPHY 12/20/2018
Printed Name/Date

[Redacted]
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be obtained electronically
Comptroller Date

Appendix A, Cost Submittal

Please read and follow all instructions below:

Instructions	
1	Offerors shall complete all applicable highlighted fields
2	A zero dollar (\$0) or blank cost next to an offered product will be considered \$0 and at no cost to the Commonwealth.
3	Offerors are responsible for entering accurate information.
Manufacturer Discount List	
1	Enter a discount rate off the list price in the "% Discount" column for the Categories the Offeror would like to provide.
2	Enter the Date of the Manufacturer's Price List that the submitted discount will apply to in the "Date of Price List Column"
3	For Miscellaneous Installation Equipment, Offerors should enter the Manufacturer and Item Description for any peripheral equipment needed to complete an installation that does not fall into one of the other categories (i.e. switches, connectors). The costs for miscellaneous installation equipment cannot exceed five percent (5%) of the total installation cost.
4	Offerors should enter any additional manufacturers and equipment that it is able to sell/resell in each category. Offerors may insert additional lines if needed.
Manufacturer Discount List - OEM Required	
2	Enter a discount rate off the list price in the "% Discount" column for the Categories the Offeror would like to provide.
3	Enter the Date of the Manufacturer's Price List that the submitted discount will apply to in the "Date of Price List Column"
4	For Miscellaneous Installation Equipment, Offerors should enter the Manufacturer and Item Description for any peripheral equipment needed to complete an installation that does not fall into one of the other categories (i.e. switches, connectors). The costs for miscellaneous installation equipment cannot exceed five percent (5%) of the total installation cost. OEM is not required for Miscellaneous Installation Equipment.
5	Offerors should enter any additional manufacturers and equipment that it is able to sell/resell in each category. Offerors may insert additional lines if needed.
Maintenance & Services	
1	Offerors should define what is included in warranties/services during the initial included warranty period.
2	Offerors should define what is included in any extended warranties/services offered.
3	Offerors should enter yearly cost amounts for extended warranties/services.
4	Additional lines may be inserted if needed.

* Offerors must retain the Manufacturer Authorization Letter for all Manufacturers your company will choose to be resellers for that are indicated as "OEM Required" on the cost sheet. The Commonwealth reserves the right to request a copy of the Manufacturer Authorization Letter.

**Offerors must provide the Manufacturer Price List for All Manufacturers for which the Discount Rate will Apply to as a separate attachment in the Buyer Attachments.

Supplier Information	
Date:	
Supplier Name:	
Point of Contact:	
Address:	
City , State , Zip:	
Phone Number:	
Fax Number:	
Email Address:	

Manufacturer Discount List

PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT

ACOUSTICS & AUDIO

Manufacturer	Description	% Discount	Date of Price List
Anchor Audio, Inc	Audio & Acoustics		
AKG	Audio & Acoustics		
Allen & Heath	Audio & Acoustics		
Audio-Technica U.S., Inc.	Audio & Acoustics		
Bose	Audio & Acoustics		
Beyerdynamic, Inc.	Audio & Acoustics		
Biamp Systems, Inc	Audio & Acoustics		
Clear One Communications	Audio & Acoustics		
Crown International	Audio & Acoustics		
dbx, Inc.	Audio & Acoustics		
Denon Professional	Audio & Acoustics		
Digidesign	Audio & Acoustics		
Dorrrough	Audio & Acoustics		
Electro-Voice, Inc	Audio & Acoustics		
Gentner Communications	Audio & Acoustics		
JBL Professional	Audio & Acoustics		
Lectrosonics, Inc	Audio & Acoustics		
Mackie Designs, Inc.	Audio & Acoustics		
M-Audio	Audio & Acoustics		
QSC	Audio & Acoustics		
RTS	Audio & Acoustics		
Sennheiser Electronic Corporation	Audio & Acoustics		
Shure Incorporated	Audio & Acoustics		
Tannoy	Audio & Acoustics		
TASCAM	Audio & Acoustics		
TOA Electronics, Inc.	Audio & Acoustics		
Yamaha	Audio & Acoustics		
add Manufacturer	Audio & Acoustics		
add Manufacturer	Audio & Acoustics		
add Manufacturer	Audio & Acoustics		

AUDIO-VISUAL RENTAL & EVENT STAGING

Manufacturer	Description	% Discount	Date of Price List
Clair Brothers Systems	AV Rentals & Event Staging		
Galaxy Sound & Communications	AV Rentals & Event Staging		
J.P. Lilley & Son, Inc.	AV Rentals & Event Staging		
J V Chujko, Inc.	AV Rentals & Event Staging		
Premier Productions	AV Rentals & Event Staging		
Vision Technical Group, Inc.	AV Rentals & Event Staging		
add Manufacturer	AV Rentals & Event Staging		
add Manufacturer	AV Rentals & Event Staging		
add Manufacturer	AV Rentals & Event Staging		

CABLES, CONNECTORS & ACCESSORIES

Manufacturer	Description	% Discount	Date of Price List
ADC	Cables, Connectors & Accessories		
AFL Telecommunications	Cables, Connectors & Accessories		
Beldon	Cables, Connectors & Accessories		
Canare	Cables, Connectors & Accessories		
Clark Wire & Cable	Cables, Connectors & Accessories		
Comprehensive	Cables, Connectors & Accessories		
Commscope	Cables, Connectors & Accessories		
General Cable	Cables, Connectors & Accessories		
Greenlee Textron	Cables, Connectors & Accessories		
Hubbell Premise Wiring	Cables, Connectors & Accessories		
Ideal Industries	Cables, Connectors & Accessories		
Omni Cable	Cables, Connectors & Accessories		
TYCO Electronics	Cables, Connectors & Accessories		
West Penn Wire	Cables, Connectors & Accessories		
add Manufacturer	Cables, Connectors & Accessories		

add Manufacturer	Cables, Connectors & Accessories		
add Manufacturer	Cables, Connectors & Accessories		

CONFERENCE, TRAINING, BOARD ROOMS

Manufacturer	Description	% Discount	Date of Price List
Aethra Video Conferencing	Conference, Training, Board Rooms		
Digital Samba	Conference, Training, Board Rooms		
Elmo	Conference, Training, Board Rooms		
IPWebTV	Conference, Training, Board Rooms		
PictureTel Corp.	Conference, Training, Board Rooms		
Polycom	Conference, Training, Board Rooms		
SMART Technologies, ULC	Conference, Training, Board Rooms		
add Manufacturer	Conference, Training, Board Rooms		
add Manufacturer	Conference, Training, Board Rooms		
add Manufacturer	Conference, Training, Board Rooms		

DIGITAL ASSET MANAGEMENT

Manufacturer	Description	% Discount	Date of Price List
CASTNet	Digital Asset Management		
Magic Box	Digital Asset Management		
Next Window	Digital Asset Management		
Nanonation	Digital Asset Management		
Scala, Inc.	Digital Asset Management		
add Manufacturer	Digital Asset Management		
add Manufacturer	Digital Asset Management		
add Manufacturer	Digital Asset Management		

DIGITAL SIGNAGE

Manufacturer	Description	% Discount	Date of Price List
CASTNet	Digital Signage System		
Nanonation	Digital Signage System		
Scala, Inc.	Digital Signage System		
add Manufacturer	Digital Signage System		
add Manufacturer	Digital Signage System		
add Manufacturer	Digital Signage System		

FURNITURE & CONSOLES

Manufacturer	Description	% Discount	Date of Price List
Bretford Manufacturing, Inc.	Audio & Video Furniture		
Chief	Audio & Video Furniture		
Luxor Corp.	Audio & Video Furniture		
Marshall Furniture	Audio & Video Furniture		
Sound-Craft	Audio & Video Furniture		
Winsted Corporation	Audio & Video Furniture		
add Manufacturer	Audio & Video Furniture		
add Manufacturer	Audio & Video Furniture		
add Manufacturer	Audio & Video Furniture		

SIGNAL MANAGEMENT / PROCESSING / SERVERS

Manufacturer	Description	% Discount	Date of Price List
360 Systems	Signal management / processing / servers		
Artel Video Systems	Signal management / processing / servers		
Aurora Multimedia	Signal management / processing / servers		
AutoPatch	Signal management / processing / servers		
Avocent	Signal management / processing / servers		
Blackbox	Signal management / processing / servers		
Black Magic Design	Signal management / processing / servers		
Brightline	Signal management / processing / servers		
Doremi Labs	Signal management / processing / servers		
EGT	Signal management / processing / servers		
ESE	Signal management / processing / servers		
Extron	Signal management / processing / servers		
Evertz	Signal management / processing / servers		
FSR Video Products Group	Signal management / processing / servers		
Harris Corporation	Signal management / processing / servers		
Leader Instruments Corp.	Signal management / processing / servers		

Leitch / DPS	Signal management / processing / servers		
Lynx Technik	Signal management / processing / servers		
Miranda	Signal management / processing / servers		
MultiDyne	Signal management / processing / servers		
Mushroom Networks	Signal management / processing / servers		
NetStreams	Signal management / processing / servers		
nVision	Signal management / processing / servers		
Omneon	Signal management / processing / servers		
Polaris	Signal management / processing / servers		
Pro-Bel	Signal management / processing / servers		
Rhozet	Signal management / processing / servers		
Rorke Data	Signal management / processing / servers		
Scale Logic	Signal management / processing / servers		
Scan Do	Signal management / processing / servers		
SeaChange	Signal management / processing / servers		
Sigma Electronics	Signal management / processing / servers		
Tektronix	Signal management / processing / servers		
Telecast	Signal management / processing / servers		
Think Logical	Signal management / processing / servers		
Thompson / Grass Valley	Signal management / processing / servers		
Utah Scientific	Signal management / processing / servers		
Vaddio	Signal management / processing / servers		
Videotek	Signal management / processing / servers		
add Manufacturer	Signal management / processing / servers		
add Manufacturer	Signal management / processing / servers		
add Manufacturer	Signal management / processing / servers		

VIDEO PRODUCTION & DIGITAL PHOTOGRAPHY

Manufacturer	Description	% Discount	Date of Price List
Anton-Bauer	Video production equipment		
Anvil Case Company	Video production equipment		
Autoscript	Video production equipment		
Broadcast Pix	Video production equipment		
Calzone Case	Video production equipment		
Canon Broadcast and Communications	Video production equipment		
Canon Digital Photography	Digital Photography Equipment		
Chimera	Video production equipment		
Clear-Com Intercom Systems	Video production equipment		
Compix	Video production equipment		
Contemporary Research	Video production equipment		
DJI	Video production equipment		
ESE	Video production equipment		
Epson	Digital Photography Equipment		
Focus Enhancements	Video production equipment		
Frezzi Energy Systems	Video production equipment		
Fujinon	Video production equipment		
Hitachi	Video production equipment		
IDX	Video production equipment		
Ikegami	Video production equipment		
Lowell	Video production equipment		
Masterclock	Video production equipment		
Nikon	Digital Photography Equipment		
OnSync	Video production equipment		
Pelican Cases	Video production equipment		
Porta Brace	Video production equipment		
QTV	Video production equipment		
Ross Video	Video production equipment		
Sachtler	Video production equipment		
Snell & Wilcox	Video production equipment		
Telex Intercom	Video production equipment		
Tiffen	Video production equipment		
Vaddio	Video production equipment		
Vinton	Video production equipment		
add Manufacturer	Select One		
add Manufacturer	Select One		

add Manufacturer	Select One		
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VIDEO EDITING & POST-PRODUCTION

Manufacturer	Description	% Discount	Date of Price List
Adobe Systems	Video Editing & Post-Production		
AJA Video	Video Editing & Post-Production		
Apple Computer, Inc.	Video Editing & Post-Production		
Avid Technology, Inc.	Video Editing & Post-Production		
Boris FX	Video Editing & Post-Production		
Digimation	Video Editing & Post-Production		
Digital Juice	Video Editing & Post-Production		
Digital Rapids	Video Editing & Post-Production		
GTEC	Video Editing & Post-Production		
Inscriber	Video Editing & Post-Production		
Sonic Foundry	Video Editing & Post-Production		
Sonic Solutions	Video Editing & Post-Production		
Telestream	Video Editing & Post-Production		
Wacom	Video Editing & Post-Production		
add Manufacturer	Video Editing & Post-Production		
add Manufacturer	Video Editing & Post-Production		
add Manufacturer	Video Editing & Post-Production		

MISCELLANEOUS INSTALLATION EQUIPMENT (See Instructions)

Manufacturer	Description	% Discount	Date of Price List
add Manufacturer	enter item description		
add Manufacturer	enter item description		
add Manufacturer	enter item description		
add Manufacturer	enter item description		
add Manufacturer	enter item description		

Manufacturer Discount List (*OEM Required)

PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT

* FULL LINE OF AV EQUIPMENT

Manufacturer	Description	% Discount	Date of Price List
JVC Professional Products Company	Full line of AV equipment		
Magnavox	Full line of AV equipment		
Panasonic Broadcast & Television Systems	Full line of AV equipment		
Panasonic Professional	Full line of AV equipment		
Panasonic Consumer	Full line of AV equipment		
Pioneer	Full line of AV equipment		
Sony Broadcast & Business Solutions	Full line of AV equipment		
add Manufacturer	Full line of AV equipment		
add Manufacturer	Full line of AV equipment		
add Manufacturer	Full line of AV equipment		

* CABLE SYSTEM - HEADEND & DISTRIBUTION

Manufacturer	Description	% Discount	Date of Price List
Adtec	Cable System		
Arris (formerly Ccor)	Cable system - headend & distribution		
AV Tool	Cable system - headend & distribution		
BAS	Cable system - headend & distribution		
Blonder Tongue Laboratories, Inc.	Cable system - headend & distribution		
C-Cor	Cable system - headend & distribution		
Cable Constructors, Inc. (CCI)	System Consulting & Engineering		
Cable Services Company / Inc.	System Consulting & Engineering		
Comcast	System Consulting & Engineering		
Drake	Cable system - headend & distribution		
Eagle	Cable system - headend & distribution		
Element Management	Cable system - headend & distribution		
Fiber Options (GE)	Cable system - headend & distribution		
Jerrold	Cable system - headend & distribution		
Maxnet	Cable system - headend & distribution		
MFC	Cable system - headend & distribution		
Motorola	Cable system - headend & distribution		
Olson Technology	Cable system - headend & distribution		
PCI	Cable system - headend & distribution		
QUINTECH	Cable system - headend & distribution		
Radiant Communications, Inc.	Cable system - headend & distribution		
RCI	Cable system - headend & distribution		
RCN	System Consulting & Engineering		
SageTV	Cable system - headend & distribution		
Scientific-Atlanta	Cable system - headend & distribution		
Sencore	Cable system - headend & distribution		
Standard Communication	Cable system - headend & distribution		
Tandberg Television	Cable system - headend & distribution		
Thomas & Betts	Cable system - headend & distribution		
Toner Cable	Cable system - headend & distribution		
Trompeter Electronics	Cable system - headend & distribution		
add Manufacturer	Select One		
add Manufacturer	Select One		
add Manufacturer	Select One		

* CONTROL SYSTEMS

Manufacturer	Description	% Discount	Date of Price List
AMX	AV equipment control system		

Crestron Electronics, Inc.	AV equipment control system		
add Manufacturer	AV equipment control system		
add Manufacturer	AV equipment control system		
add Manufacturer	AV equipment control system		

*** DISPLAYS, MONITORS & PROJECTORS**

Manufacturer	Description	% Discount	Date of Price List
3M Visual Systems Division	Displays, Monitors & Projectors		
Barco	Displays, Monitors & Projectors		
Da-Lite Screen Company, Inc.	Projection Screens		
Draper	Projection Screens		
LG	Displays, Monitors & Projectors		
Marshal Electronics	Displays, Monitors & Projectors		
Mitsubishi Digital Electronics America, Inc.	Displays, Monitors & Projectors		
NEC Display Solutions	Displays, Monitors & Projectors		
Sharp Electronics Corp.	Displays, Monitors & Projectors		
Samsung	Displays, Monitors & Projectors		
TV Logic	Displays, Monitors & Projectors		
add Manufacturer	Select One		
add Manufacturer	Select One		
add Manufacturer	Select One		

*** RACK SYSTEMS & POWER MANAGEMENT**

Manufacturer	Description	% Discount	Date of Price List
APC	Rack systems & power management		
Greenlee Textron	Rack systems & power management		
Hoffman	Rack systems & power management		
Pass and Seymour	Rack systems & power management		
Thomas and Betts	Rack systems & power management		
Sola Hevi-Duty	Rack systems & power management		
add Manufacturer	Rack systems & power management		
add Manufacturer	Rack systems & power management		
add Manufacturer	Rack systems & power management		

*** SATELLITE / MICROWAVE**

Manufacturer	Description	% Discount	Date of Price List
Adtec	Satellite/Microwave		
AVCOM	Satellite uplink / downlink		
Harmonic Lightwaves	Satellite uplink / downlink		
MITEQ	Satellite uplink / downlink		
RCI - Research Concepts Inc.	Satellite uplink / downlink		
RF Central	Microwave equipment		
Skyline Communications	Satellite uplink / downlink		
Standard	Satellite uplink / downlink		
Tandberg	Satellite uplink / downlink		
Vertex RSI	Satellite uplink / downlink		
add Manufacturer	Select One		
add Manufacturer	Select One		
add Manufacturer	Select One		

MISCELLANEOUS INSTALLATION EQUIPMENT (See Instructions)

Manufacturer	Description	% Discount	Date of Price List
add Manufacturer	enter item description		
add Manufacturer	enter item description		
add Manufacturer	enter item description		
add Manufacturer	enter item description		
add Manufacturer	enter item description		

APPENDIX B - CAPABILITY ATTESTATION FORM

I, [Name], [Title] with [Offeror's Name] (referred to hereinafter as "Offeror") attest to the following:

Minimum Certifications:

In order for an Offeror to be eligible to submit a response to this RFP:

- A. The Offeror must be an Original Equipment Manufacturer ("OEM") or Authorized Reseller of the OEM where specified in *Appendix A, Cost Submittal*.
- B. The Offeror must have a performance history of no less than five (5) years and have a minimum of one (1) million dollars in annual revenue.
- C. The Offeror must have the following certifications to provide consulting, design and build services for AV installations. Please check applicable box for certifications acquired.

- AV Room Installations such as conference rooms, training rooms, boardrooms, auditoriums and control centers:
 - InfoComm International Association (ICIA) Gold or Higher Certified
 - ICIA Certified Technology Specialist (CTS-D) designers
 - ICIA Certified Technology Specialist (CTS-I) installers
- For designs using the following control systems, the Offeror must have a programmer on staff with the following certifications:
 - AMX ACE Certified Programmer
 - Crestron Certified Programmer
- Digital Asset Management, Storage Area Network (SAN), Network Attached Storage (NAS) and computer network-based broadcast video systems:
 - Microsoft Certified System Engineer (MCSE) and Microsoft Certified System Administrator (MCSA) certified or higher network engineers on staff
- For Digital Cable Upgrades and Installations, the Offeror must meet the Society of Cable Telecommunications Engineers (SCTE) standards for Digital Cable Systems.

I verify that the statements and information contained in this attestation are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).

Signature

Date

APPENDIX C

PROJECT REFERENCES TEMPLATE

Instructions: Please complete one table below for each reference. If you need to supply additional references, please copy and paste additional tables as needed and change reference #.

Reference #1	Client – Project Title	
Contract Value	[VALUE]	
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? (<i>Reference Section II-4 Prior Experience</i>)	
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]
Nature of the Client:	Description of client and organizational unit that project was managed by.	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:	[Number]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

APPENDIX C

PROJECT REFERENCES TEMPLATE

Reference #2	Client – Project Title	
Contract Value	[VALUE]	
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>	
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]
Nature of the Client:	Description of client and organizational unit that project was managed by.	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:	[Number]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

APPENDIX C

PROJECT REFERENCES TEMPLATE

Reference #3	Client – Project Title																							
Contract Value	[VALUE]																							
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>																							
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]																						
Nature of the Client:	Description of client and organizational unit that project was managed by.																							
Nature of Client Audience:	Description of project users and/or client/customer audience.																							
Number of Users:	[Number]																							
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts																							
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Name:</td> <td>Title:</td> </tr> <tr> <td>Department:</td> <td></td> </tr> <tr> <td>Full Address:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>E-mail:</td> </tr> <tr> <td>Relation/Role to Project:</td> <td></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Name:</td> <td>Title:</td> </tr> <tr> <td>Department:</td> <td></td> </tr> <tr> <td>Full Address:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>E-mail:</td> </tr> <tr> <td>Relation/Role to Project:</td> <td></td> </tr> </table>		Name:	Title:	Department:		Full Address:		Telephone:	E-mail:	Relation/Role to Project:				Name:	Title:	Department:		Full Address:		Telephone:	E-mail:	Relation/Role to Project:	
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Department:																								
Full Address:																								
Telephone:	E-mail:																							
Relation/Role to Project:																								

APPENDIX C

PROJECT REFERENCES TEMPLATE

Reference #4	Client – Project Title	
Contract Value	[VALUE]	
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>	
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]
Nature of the Client:	Description of client and organizational unit that project was managed by.	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:	[Number]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

APPENDIX C

PROJECT REFERENCES TEMPLATE

Reference #5	Client – Project Title	
Contract Value	[VALUE]	
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>	
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]
Nature of the Client:	Description of client and organizational unit that project was managed by.	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:	[Number]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

APPENDIX D - DEDICATED CONTACTS

INSTRUCTIONS

1.) Fill in as defined in the Technical Submittal for RFP 6100046056 (Qualifications)

Dedicated Contacts

	Name	Email	Phone
Account Manager			
Service Manager			
Service Desk Number			

PA Supplier ID Number: _____

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE [INSERT NAME OF AGENCY]
AND
[INSERT FULL NAME OF LICENSOR]**

This Software/Services License Requirements Agreement (“Agreement”) by and between [insert full name of Licensor] (“Licensor”) and the Commonwealth of Pennsylvania, acting by and through the [insert name of Agency] (“Commonwealth”) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

1. **Order of Precedence.** The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”
2. **Enterprise Language:**
 - (a) The parties agree that more than one agency of the Commonwealth (“Commonwealth Agency”) may license products subject to this Agreement, provided that the procurement of any Licensed Products by any Commonwealth Agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each Commonwealth Agency seeking to use the Licensed Products.
 - (b) The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the [Commonwealth Procurement Code, 62 Pa. C. S. § 103](#), the terms and conditions of this Agreement apply to the procurement of any Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase order or other procurement document without further need for execution.
3. **List of Licensed Products.**

- (a) Attached hereto and made a part of this Agreement by reference is Attachment 1, which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on Attachment 1 may be updated by the Licensor providing the Commonwealth with a revised Attachment 1 that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth's reseller with a copy of Licensor's notification to update Attachment 1.
- (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.
- 4. Choice of Law/Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof.
- 5. Indemnification/Immunity.** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
- 6. Patent, Copyright, Trademark and Trade Secret Protection.**
- (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give the Licensor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth](#)

Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (“OAG”) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth’s consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys’ fees, if such are made necessary by the Licensor’s request) incurred by the Commonwealth for such support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor’s obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by the Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor’s written request, it shall be at the Licensor’s expense, but the responsibility for such expense shall be only that within the Licensor’s written authorization.
- (d) If, in the Licensor’s opinion, any Licensed Product furnished hereunder is likely to or do become subject to a claim of infringement of a United States patent, copyright, trade dress or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor’s obligation to satisfy any final award, the Licensor may, at its option and expense:

- (i) substitute functional equivalents for the alleged infringing Licensed Product, or
 - (ii) obtain the rights for the Commonwealth to continue the use of such Licensed Product.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either:
 - (i) procure the right to continue use of such infringing Licensed Products;
 - (ii) replace them with non-infringing items; or
 - (iii) modify them so that they are no longer infringing.
- (f) If the use of any Licensed Product is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e) above, the Licensor, upon return of the Licensed Product, agrees to refund to the Commonwealth:
 - (i) the license fee paid for the infringing Licensed Product, less the amount for the period of usage of the Licensed Product; and
 - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this section survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this section for:
 - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products
 - (iii) use of any Licensed Product after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
 - (iv) use of any Licensed Product in other than the specified operating environment;

- (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the Licensed Products, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (vi) infringement of a non-Licensed Product alone;
 - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
 - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

7. Virus, Malicious, Mischievous or Destructive Programming.

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.
- (b) The Licensor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

8. Limitation of Liability.

- (a) The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the twelve (12)-month period

prior to the event giving rise to the damage claim. This limitation does not apply to damages:

- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) to real property or tangible personal property for which the Licensor is legally liable;
 - (v) Under **Section 6**, Patent, Copyright, Trade Secret and Trademark Protection;
 - (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
 - (vii) under **Section 7**, Virus, Malicious, Mischievous or Destructive Programming.
- (b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

9. Payment.

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

10. Termination.

- (a) The Licensor may not terminate for non-payment of an order issued through a reseller contract or another procurement document that controls payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar days'** prior written notice ("Notice of Termination") whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth ("Termination for Convenience").

11. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's

IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, the Licensor must provide written confirmation to the office designated by the applicable Commonwealth Agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the Commonwealth Agency consents, in writing, prior to the access being provided. The Commonwealth Agency may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.
- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the applicable Commonwealth Agency and the Department of General Services set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#), *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

12. Confidentiality.

- (a) Definition. "Confidential Information:"
 - (i) For the Commonwealth: All data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.

- (ii) For the Licensor: All information identified in writing by the Licensor as confidential or proprietary to Licensor or its subcontractors.

- (b) Confidential Information. All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information which:
 - (i) is developed by the other party without violating the disclosing party's proprietary rights,
 - (ii) is or becomes publicly known (other than through unauthorized disclosure),
 - (iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
 - (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor, or
 - (v) is rightfully received by the disclosing party free of any obligation of confidentiality.

- (c) Obligations. Each party shall:

- (i) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
 - (ii) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
 - (iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
 - (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
- (e) Submitting Confidential Information to the Commonwealth. The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare an un-redacted version of the appropriate document;
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;
 - (iii) Prepare a signed written statement that states:
 - (1) the attached document contains confidential or proprietary information or trade secrets;
 - (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, 65 P.S. § 67.707(b); and

- (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, 65 P.S. § 67.708(b)(11) from public records requests; and
- (iv) Submit the **two (2)** documents with the signed written statement to the Commonwealth.
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to the Commonwealth's Confidential Information and/or Data, the Licensor shall comply with the requirements of subsection (e).
- (g) Not confidential. Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

13. Sensitive Information

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
 - (i) Maintaining a valid and up to date registrations and certifications; and
 - (ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

- 14. Publicity/Advertisement.** The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth Agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

15. Portability. The parties agree that a Commonwealth Agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth Agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

16. Taxes-Federal, State and Local.

- (a) 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 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 section 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.
- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, 72 P. S. § 1507, (relating to Interest Penalties on Commonwealth Accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to Interest Penalties for Late Payments).

17. Commonwealth Audit Responsibilities.

- (a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or procurement document.
- (b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the

Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

- 18. *Right-to-Know Law.*** The Pennsylvania *Right-to-Know Law*, Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ 67.101—3104 (“RTKL”), applies to this Agreement.
- 19. *Third-Party Software.*** If a Licensed Product utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third-party software, does not agree to any terms and conditions of the third-party software agreements that are inconsistent with or supplemental to this Agreement.
- 20. *Attorneys’ Fees.*** The Commonwealth will not pay attorneys’ fees incurred by or paid by the Licensor.
- 21. *Controversies.***
 - (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Agreement or a purchase order, the Licensor, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
 - (b) If the Licensor 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 Licensor. The contracting officer shall send a written determination to the Licensor. 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 **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 Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement, purchase order or other procurement document.
- 22. Signatures.** The fully executed Agreement may not contain ink signatures by the Commonwealth. In that event, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- 23. Travel.** The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), [Commonwealth Travel Policy](#), and [Manual 230.1](#), [Commonwealth Travel Procedures Manual](#).
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties. Other terms and conditions or additional terms and conditions included or referenced in the Licensor'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 Licensor and not binding on the Commonwealth. No modification of this Agreement will be effective unless in writing and signed by both Parties.
- 25. Notice.** Any written notice to any party under this Agreement 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, sent to the address such party may designate by notice given pursuant to this section.
- 26. Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the

provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

27. **Waiver.** Failure to enforce any provision will not constitute a waiver.
28. **Severability.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
29. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
30. **Integration.** This Agreement, including all exhibits and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, 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 this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Licensor:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

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

COMMONWEALTH OF PENNSYLVANIA

See Section 22
Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

See Section 22
Office of Chief Counsel

See Section 22
Office of General Counsel

See Section 22
Office of Attorney General

APPROVED:

See Section 22
Office of the Budget, Office of Comptroller Operations

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, additional Licensed Products may be added to this attachment by the Licensor providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):

Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: _____

AGENCY CONTACT:
AGENCY ADDRESS:

PHONE:
FAX:
E-MAIL:

A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA – ("Agency"), with its principal office located at ("Address") (hereinafter referred to as "Customer") and Supplier, Inc, a corporation organized under the laws of the Provider's State, with its principal place of business at Insert Address (hereinafter referred to as "insert Company name"). Supplier name and Customer may also be referred individually as "Party" or collectively as "Parties."

Agency name is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give Supplier name software, firmware and other products to enable us and our subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

The Supplier will be relieved of all liability related to the failure of the Agency to possess all required consents necessary for the Supplier to provide the services described in this Statement of Work.

Any terms and conditions not set forth in this SOW are governed by the terms and conditions of the Pennsylvania Insert contract # and contract name.

B. Project Overview and Tasks

Supplier name will perform the following tasks (the "Project"):

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

- 1.) Scheduled availability of a qualified systems engineer. 5/10/06
- 2.) Receipt of equipment. 5/20/06
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/06
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/06

D. Project Cost

Project Cost is: \$

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

(Ensure an exact costing breakdown is provided)

E. SOW Acceptance

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Before this project can begin, sign and return this SOW. Please sign and FAX to **Supplier** at **"fax number"**

"Supplier"

Commonwealth of PA – **"Agency"**

Approved (date): _____

Authorized **Agency** Name

Authorized **Agency** Signature

Title

F. Project Completed and Accepted

The Project was completed in accordance with this SOW. I (We) hereby accept as completed all work indicated in this SOW. I (We) acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): _____

Authorized **Agency** Name

Authorized **Agency** Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW

APPENDIX G, SERVICE LEVEL AGREEMENTS

Performance Metric	Performance Measure	Performance Target	Definition	Calculation	Frequency of Review	Service Credit
Delivery of Equipment	Within 15 business days of initial order.	100 %	The time allowed for the Offeror to deliver equipment to the Commonwealth from the time the order is placed.	Time from initial order is placed until order is delivered. (number of occurrences where the target is not met within one (1) month)X (.05)X(total cost of the equipment/installation)	Monthly	2% of the cost of the order per occurrence, up to the total cost of the orders.
Incorrect shipment to the Commonwealth	Within 10 days of notification	100%	The time allowed for an incorrect shipment received by the Commonwealth to be corrected.	Time from notification of incorrect shipment until the correct shipment is delivered. (number of occurrences where the target is not met within one (1) month)X (.05)X(total cost of the equipment/installation)	Monthly	2% of the cost of the correct order per occurrence, up to the total cost of the orders.
Support Response Time	Response within 2 hours.	100%	The Offeror shall respond to all requests for support within 2 hours from the time of initial contact.	Time from the initial call until the response is received. (number of occurrences where the target is not met within one (1) month)X (.05)X(total cost of the equipment/installation)	Continual	2% of equipment/installation cost up to total cost of equipment/installation.
Non-routine Maintenance (MC*)	On-site response within 4 hours, available 24x7	100%	The Offeror shall respond to all requests for support within four (4) hours from the time of the initial call. For service calls made after 2:00 PM ET, the Offeror shall respond by 7:31 AM ET the next business day.	Time from the initial contact until the response is received. (number of occurrences where the target is not met within one (1) month)X (.05)X(total cost of the equipment/installation)	Monthly	2% of equipment/installation cost up to total cost of equipment/installation.
Non-routine Maintenance (SMC*)	On-site response within 4 hours during SMC hours.	100%	The Offeror shall respond to all requests for support within four (4) hours from the time of the initial call. For service calls made after 10:00 AM, the Offeror shall respond by 7:31 AM ET the next business day.	Time from the initial contact until the response is received. (number of occurrences where the target is not met within one (1) month)X (.05)X(total cost of the equipment/installation)	Monthly	2% of equipment/installation cost up to total cost of equipment/installation.

APPENDIX G, SERVICE LEVEL AGREEMENTS

Non-routine Maintenance (NMC*)	On-site response within 8 hours during NMC hours.		The Offeror shall respond to all requests for support within eight (8) hours from the time of the initial call.	Time from the initial contact until the response is received. (number of occurrences where the target is not met within one (1) month)X (.05)X(total cost of the equipment/installation)	Monthly	2% of equipment/installation cost up to total cost of equipment/installation.
Agency Equipment Fix Time	Within 12 business hours from the time the Commonwealth submits as trouble ticket to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period.	95%	Resolution of at least 95% of all issues reported by the Commonwealth occurs within 12 business hours from the time the issue is reported.	Number of occurrences when the equipment is returned to full and complete working order or replaced > 12 business hours from the time of the issue being reported.	Monthly	If the Offeror fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor may be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
Report Delivery	Timely submission of reports.	100%	Submission of required Monthly Reports within ten (10) business days following the end of the reporting period. Submission of required Quarterly Reports within ten (10) business days following the end of the reporting period.	Number of instances that the delivery of the report exceeds 10 business days from the end of the reporting period. Number of instances that the delivery of the report exceeds 10 business days from the end of the reporting period.	Quarterly Annually	If the Offeror fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor may be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

APPENDIX G, SERVICE LEVEL AGREEMENTS

Contract Language:

***Non-Routine Maintenance.** Non-routine maintenance support of equipment for any request made by the Commonwealth to repair or replace due to fault or failure of equipment or installations.

Non-Routine Maintenance Mission Critical (MC). MC responses are for high-priority, on-site repairs or replacement of equipment or installations. MC support is available 24x7x365. Response within four (4) hours from initial call.

Non-Routine Maintenance Semi-Mission Critical (SMC). SMC responses are for mid-priority, on-site repairs or replacement of equipment or installations. SMC is available Monday – Friday, 7:30 AM ET – 6:00 PM ET, including Commonwealth holidays. Response within four (4) hours from initial call.

Non-Routine Maintenance Non-Mission Critical (NMC). NMC responses are for on-site repairs or replacement of equipment for low-priority, on-site repairs or replacement of equipment or installations. NMC is available Monday – Friday, 7:30 AM ET – 6:00 PM ET, including Commonwealth holidays. Response within eight (8) hours from initial call.

ACCEPTANCE CERTIFICATE

Purchase order _____ dated 20____, by and between _____ (Contractor)
number _____
and _____ (Commonwealth Agency).

ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has been delivered to _____ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in RFP 6100046056 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

Commonwealth Agency

Name

Title

Date

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sfillin.pdf>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

SIGNATURE: _____

TITLE: _____ DATE: _____

COSTARS PROGRAM CLAUSE

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as local public procurement units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- 1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.
 - 2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal

Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Event Summary - Professional Broadcast, Audio Visual & Multimedia Equipment

Type	Request for Proposal	Number	6100046056
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Exported on	10/30/2018
Exported by	Amy McFadden	Payment Terms	-
Sealed Bid	Yes	Intend to Bid	Yes
Bid Total	0.00 USD		

Event Dates

Time Zone	EDT
Released	-
Open	9/25/2018 1:30 PM
Close	10/30/2018 1:00 PM
Sealed Bid	10/30/2018 1:00 PM
Question Submission Close	10/4/2018 2:30 PM

Event Users

Contacts

Amy McFadden

ammcfadden@pa.gov

Phone +7 173463826

Description

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

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

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

4. Project Description. The Commonwealth intends to award multiple contracts to satisfy the need for professional broadcast, audio visual and multimedia systems equipment, accessories, software and supplier and related services.

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

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

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

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

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

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

11. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid

for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

12. Proposal Format: To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

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

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

15. Prime Contractor Responsibilities. The selected Offeror must perform **at least 50% of the total contract value**. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

16. Proposal Contents.

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

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

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under

65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

17. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers” in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

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

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

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

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

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

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

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

22. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of

the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

23. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

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

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

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

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

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

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

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

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company

authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

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

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

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

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Prerequisite Content:

Responsibility to Review RFP

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

No

Buyer Attachments

Technical Submittal	Technical Submittal_101618.docx	../Attachments/Technical Submittal_101618.docx
Terms and Conditions	Standard Terms and Conditions for IT Supplies and Related Services.docx	../Attachments/Standard Terms and Conditions for IT Supplies and Related Services.docx
Appendix A, Cost Submittal	Appendix A Cost Submittal.xlsx	../Attachments/Appendix A Cost Submittal.xlsx
Appendix B, Capability Attestation Form	Appendix B Capability Attestation Form_101618.docx	../Attachments/Appendix B Capability Attestation Form_101618.docx
Appendix C, Project References Template	Appendix C Project References Template.doc	../Attachments/Appendix C Project References Template.doc
Appendix D, Dedicated Contacts	Appendix D Dedicated Contacts.xlsx	../Attachments/Appendix D Dedicated Contacts.xlsx
Appendix E, Software Requirements Agreement	Appendix E Software Requirements Agreement.docx	../Attachments/Appendix E Software Requirements Agreement.docx
Appendix F, Statement of Work	Appendix F Statement of Work.doc	../Attachments/Appendix F Statement of Work.doc
Appendix G, Service Level Agreements	Appendix G Service Level Agreements.docx	../Attachments/Appendix G Service Level Agreements.docx
Appendix H, Monthly Report	Appendix H Monthly Report.xlsx	../Attachments/Appendix H Monthly Report.xlsx
Appendix I, Quarterly Report	Appendix I Quarterly Report.xlsx	../Attachments/Appendix I Quarterly Report.xlsx
Appendix J, Acceptance Certificate	Appendix J Acceptance Certificate.docx	../Attachments/Appendix J Acceptance Certificate.docx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
Lerro Technical+Submittal October 29 2018.pdf - ./SupplierAttachments/QuestionAttachments/Lerro Technical+Submittal October 29 2018.pdf
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
MFGRLETTERS-PRICE SHEETS-WARRANTY.zip - ./SupplierAttachments/QuestionAttachments/MFGRLETTERS-PRICE SHEETS-WARRANTY.zip
- 1.1.3 Please download, complete, and upload APPENDIX B - CAPABILITY ATTESTATION FORM ★
File Upload
Lerro Appndix B. Capability.Oct 29 2018.pdf - ./SupplierAttachments/QuestionAttachments/Lerro Appendix B. Capability.Oct 29 2018.pdf
- 1.1.4 Please download, complete, and upload Appendix C, Project References Template ★
File Upload
Appendix C- 2018 Project Reference.Lerro.pdf - ./SupplierAttachments/QuestionAttachments/Appendix C- 2018 Project Reference.Lerro.pdf
- 1.1.5 Please download, complete, and upload Appendix D – Dedicated Contacts ★
File Upload
Lerro Appendix Dedicated Contacts.103018.xlsx - ./SupplierAttachments/QuestionAttachments/Lerro Appendix Dedicated Contacts.103018.xlsx
- 1.1.6 I have read and fully understand the attached Performance Standards. ★
Yes/No
Yes
- 1.1.7 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP. ★
Text (Multi-Line)
Upon review of the document listed on the URL, AV/Video gear that we supply if placed on the Agencies network is considered owners (Agencies) responsibility of distribution. We advise what requirements are considered to maintain the outputs and control of those devices. We install equipment under best practices with support from each manufactures IT engineering staff to ensure proper deployment . We encourage to create minimum impact that we develop the agencies have an isolated and independent vs Agencies LAN/WAN. whenever possible . In most cases both client and mgrs. support is well received of our deployment of AV , Video and remote control systems .

1.1.8 Accessibility Needs. The Commonwealth's Executive Order 2016-03, 2016-03 - Establishing "Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability, states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Contractors must provide an accessibility plan and assistive technology for the products and services of this procurement, as applicable. If applicable, please upload provide an accessibility plan and assistive technology. See http://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf for additional information.

File Upload

No response.

Group 1.2: Small Diverse Business and Small Business Participation

1.2.1 Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting. ★

File Upload

Lerro Small Bus. Certs.pdf - ./SupplierAttachments/QuestionAttachments/Lerro Small Bus. Certs.pdf

SDBSB Participation Submittal - ../Attachments/QuestionAttachments/SDBSB Participation Submittal_JAGGAER 012218.xlsx

1.2.2 Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement.

File Upload

No response.

Model Form of SDSDB Subcontractor Agreement - ../Attachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement.docx

1.2.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★

Yes/No

Yes

Group 1.3: Cost

1.3.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★

File Upload

Appendix Cost Submittal LERRO.Oct 29 2018.xlsx - ./SupplierAttachments/QuestionAttachments/Appendix Cost Submittal LERRO.Oct 29 2018.xlsx

Additional Required Documentation

Group 2.1: Standard Forms

2.1.1 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★

File Upload

Lerro Domestic Workforce Cert Oct 30 2018.pdf - ./SupplierAttachments/QuestionAttachments/Lerro Domestic Workforce Cert Oct 30 2018.pdf

Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc

2.1.2 Please download and complete the attached Reciprocal Limitations Act form. ★

File Upload

GSPUR-89 Reciprocal Limitations Act Requirements Lerro Oct 30 2018.pdf - ./SupplierAttachments/QuestionAttachments/GSPUR-89 Reciprocal Limitations Act Requirements Lerro Oct 30 2018.pdf

Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89

2.1.3 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

Lerro Iran Free Cert form.Oct 29 2018.pdf - ../SupplierAttachments/QuestionAttachments/Lerro Iran Free Cert form.Oct 29 2018.pdf

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

- 2.1.4 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload

Lerro Trade Secrets.Oct 29 2018.pdf - ../SupplierAttachments/QuestionAttachments/Lerro Trade Secrets.Oct 29 2018.pdf

Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

- 2.1.5 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload

No response.

- 2.1.6 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★
File Upload

Lobbying Signed.pdf - ../SupplierAttachments/QuestionAttachments/Lobbying Signed.pdf

Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc

- 2.1.7 Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.

Yes/No

Yes

COSTARS Participation Clause - ../Attachments/QuestionAttachments/COSTARS Program Clause for Statewide Contract.doc

Group 2.2: Terms and Conditions

- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No

Yes

Group 2.3: Offeror's Representation

- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No

Yes

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

- 2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★
Yes/No

Yes

Q&A Board

Subject = RFP 6100046056

Public Thread

Q: Reference Appendix A Cost Submittal, Instructions, Manufacturer Discount List #3 "Miscellaneous Installation Equipment". Miscellaneous installation equipment cannot exceed 5% of the total installation cost. What is considered "total installation cost"? Just service total or equipment and service total?

Question added by: Rob Wirth

10/4/2018 12:30 PM EDT

A: Total installation cost covers equipment and installation services

Answered by: Amy McFadden

10/10/2018 8:58 AM EDT

Subject = Appendix A

Public Thread

Q: 5. May we ADD manufactures that we recommend in the categories on Appendix A Mfgrs lists

Question added by: Patrick Bucher

10/4/2018 11:27 AM EDT

A: Yes, Offerors may add additional manufacturers.

Answered by: Amy McFadden

10/10/2018 7:23 AM EDT

Subject = Due Date

Public Thread

Q: Can due date be extended to Nov 30th to allow mgrs. time to respond to participate thru their legal departments if required

Question added by: Patrick Bucher

10/4/2018 11:25 AM EDT

A: No, as the contract will expire with no renewals left available.

Answered by: Amy McFadden

10/10/2018 7:26 AM EDT

Subject = Mfgr List requirement

Public Thread

Q: 3. Are letters required from each mgrs.' offered or requested to verify as authorized resellers.?

Question added by: Patrick Bucher

10/4/2018 11:24 AM EDT

A: If an Offeror is submitting as an Authorized Reseller, it must submit a Manufacturer Authorization Letter with its proposal which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP . An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

Answered by: Amy McFadden

10/15/2018 8:45 AM EDT

Subject = Current contract

Public Thread

Q: Will the current contract remain active till March 23rd 2019?

Question added by: Patrick Bucher

10/4/2018 11:22 AM EDT

A: Yes, the current contract will remain active until it expires on March 23, 2019

Answered by: Amy McFadden

10/10/2018 7:26 AM EDT

Subject = Award

Public Thread

Q: Will this be a multiple award or to one vendor only?

Question added by: Patrick Bucher

10/4/2018 11:21 AM EDT

A: This is a Multiple Award Contract.

Answered by: Amy McFadden

10/10/2018 7:24 AM EDT

Subject = Current Manufacturers

Public Thread

Q: Can we add manufacturers to the list?

Question added by: Tom Kelley

10/4/2018 10:47 AM EDT

A: Yes, additional manufacturers may be added to the lists.

Answered by: Amy McFadden

10/10/2018 7:28 AM EDT

Subject = Qualifications

Public Thread

Q: There is mention in several places about “AV System Design and Build” and the requirements mentioned above in our previous questions. It appears that vendors can be awarded this contract without choosing “AV Design and Build” but it is unclear what they are able to provide if that is the case so several questions: a. What equipment/services could a vendor provide if they are not qualified under “AV System Design and Build” b. If the vendor is selected to be on the contract and doesn't currently have the necessary CTS-D and CTS-I designations, if they are obtained after the award (again given they were placed on the contract), would they then be eligible to provide “AV System Design and Build” with proof of obtaining those certifications.

Question added by: Andy Keyser

10/3/2018 1:01 PM EDT

A: a. The selected Offeror would be authorized to provide reseller services for the equipment they have submitted as part of their proposal. b. No, the certifications must be obtained by the Offeror prior to proposal submission.

Answered by: Amy McFadden

10/15/2018 8:42 AM EDT

Subject = Qualifications

Public Thread

Q: 2) ICIA changed their name to AVIXA and in the technical proposal at the bottom of page one it is asking us to complete Appendix B and Attest that we have individuals with the ICIA CTS-D and CTS-I designations. Technically it would be incorrect attestation because the correct names for these certifications since last October are AVIXA CTS-D and CTS-I

Question added by: Andy Keyser

10/3/2018 1:00 PM EDT

A: Appendix B has been amended to reference the AVIXA certifications: Certified Technology Specialist - Installation (CTS-I) and Certified Technology Specialist Design (CTS-D)

Answered by: Amy McFadden

10/16/2018 1:23 PM EDT

Subject = Requirements

Public Thread

Q: In the technical proposal on Page 1 at the bottom there is a requirement to be “InfoComm International Association (ICIA) Gold or Higher Certified” – ICIA changed their name to AVIXA last October and they do not have this certification anymore. I called our representative at AVIXA (we are a member) and he said it hasn't been valid for more than 3 years. Our question is will this still be a requirement as it seems this certification is not currently achievable and hasn't been for a number of years.

Question added by: Andy Keyser

10/3/2018 12:59 PM EDT

A: AV Provider of Excellence (APEX) designation is preferred. The Commonwealth requires APEX designation or meet the AVIXA certification certified staffing levels required for designation as described <https://www.avixa.org/about-avixa/membership/requirements-by-company-size>. The Commonwealth is amending the RFP to reflect this

Answered by: Amy McFadden

10/16/2018 1:24 PM EDT

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

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

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

I. REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

II. CALCULATION OF PREFERENCE

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

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

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

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: _____

- 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: _____

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Technical Submittal

I. **Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for Professional Broadcast, Audio Visual (AV), and Multimedia Equipment and other related services. This multiple award contract will meet the requirements detailed in **Section VI** of this RFP. The selected Offerors shall have the opportunity, through the submission of quotes, to provide Professional Broadcast, Audio Visual, and Multimedia Equipment and related to services to Commonwealth agencies and locations across the Commonwealth.

II. Objectives.

A. **General.** The Commonwealth of Pennsylvania (“Commonwealth”) intends to award multiple contracts for the Outright Purchase or rent of Professional Broadcast, AV and Multimedia System Equipment, Accessories, Software and Supplies, to responsive and responsible Offerors who are able to meet the requirements of this RFP.

B. **Specific.** The contracts will cover the requirements of Professional Broadcast, AV and Multimedia Equipment, Supplies, Installation, Maintenance and Upgrades for all using Agencies. This includes but is not limited to equipment for: video production, editing and post-production; digital still photography, video/audio signal processing, encoding, monitoring and testing; video routers and servers; satellite uplink/downlink and microwave; digital asset management (DAM) and media asset management MAM systems; digital signage; cable system head end and distribution; AV conference/training rooms; AV control systems; displays, monitors and projectors; acoustic and audio. All equipment purchased under this Contract must be certified for professional use. Specific equipment and services for this Contract will require the Offeror to be an Original Equipment Manufacturer (OEM) or Authorized Reseller of the OEM. See **Appendix A, Cost Submittal** for OEM required equipment and services. Where required, provide.

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

Offeror Response

IV. Qualifications.

A. **Company Overview.** The Offeror shall provide an overview of the company. For AV System Design and Build, the Offeror shall have and submit proof of the following certifications to be eligible to provide consulting, design and build services for AV installations through these contracts. Offerors shall complete **Appendix B, Capability Attestation Form**. The following certifications must be submitted with your response in writing with resumes for key team members;

1. AV Room Installations such as conference rooms, training rooms, boardrooms, auditoriums and control centers:

- a. AV Provider Excellence (APEX) designation or AVIXA certification staffing levels required for designation as described at; <https://www.avixa.org/about-avixa/membership/requirements-by-company-size>
2. For designs using the following control systems, the Offeror must have a programmer on staff with the following certifications:
 - a. AMX ACE Certified Programmer
 - b. Crestron Certified Programmer
3. Digital Asset Management, Storage Area Network (SAN), Network Attached Storage (NAS) and computer network-based broadcast video systems:
 - a. Microsoft Certified System Engineer (MCSE) and Microsoft Certified System Administrator (MCSA) certified or higher network engineers on staff.
4. For Digital Cable Upgrades and Installations, the Offeror must meet the Society of Cable Telecommunications Engineers (SCTE) standards for Digital Cable Systems.

Offeror Response

B. Prior Experience. Include experience in the supplying and maintaining of professional broadcast, AV, and multimedia equipment and related services including, but not limited to, installation, service, maintenance and training. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, telephone number and email address of the responsible official of the customer, company, or agency who may be contacted. At a minimum, the following experience is required;

1. All Offerors are eligible to submit a response for this solicitation; however, the Offeror must be an Original Equipment Manufacturer ("OEM") or Authorized Reseller of the OEM for certain types of equipment and services as indicated in **Appendix A, Cost Submittal**.
 - a. If an Offeror is submitting as an Authorized Reseller, it must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100046056 for Professional Broadcast, AV and Multimedia Equipment. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.
2. To be eligible to for the AV System Design and Build portion of this RFP, the Offeror must have a performance history of no less than five (5) years and have a minimum of 1 million dollars in annual revenue.

Additionally, Offerors shall complete **Appendix B, Capability Attestation Form**.

Offeror Response

1. The Offeror must include a least three (3) client/project references with its proposal. The references must be for installations completed within the past three (3) years. Complete

Appendix C, Project References Template for each reference provided. Projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

2. The Offeror must show what work was completed by subcontractors for each of the projects referenced.

Offeror Response

3. The Offeror shall provide the following:

- a. Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards received.

Offeror Response

- b. Details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.

Offeror Response

- c. Include any certification levels earned by the Offeror or key personnel.

Offeror Response

- d. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?

Offeror Response

- e. How long has Offeror (s) provided this solution?

Offeror Response

- C. **Personnel.** Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education, and experience. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Offerors shall identify the following dedicated contacts within **Appendix D – Dedicated Contacts**:

1. **Account Manager.** The account manager must be main point of contact for all requests and will be responsible for the coordination of all orders and the resolution of any sales issues.

2. **Service Manager:** must be main point of contact for the resolution of any service issues that are escalated from the service desk.

- a. **Service Desk Number:** must be a toll free dedicated number for Commonwealth warranty and service calls.

3. **OEM Contact** (only required if the Offeror is not the OEM): Offerors must arrange support from this contact for the resolution of any issues that require OEM intervention.

Offeror Response

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

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

Offeror Response

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

Offeror Response

VI. Requirements. The proposed solution shall meet or exceed the following requirements. Offeror shall describe in its response how it will meet the outlined requirements.

A. Request Management. The selected Offeror shall perform request management including, but not limited to, order tracking, intake of requests, prioritization, escalation, resolution, and closeout. Offeror shall describe its approach to request management.

Offeror Response

B. Maintenance Service and Repair Coverage. Offerors shall complete **Appendix A, Cost Submittal**. All maintenance and support must be included in the cost for the first year for all equipment and services. The following additional shall be provided:

1. Types of Support:
2. Telephone support with a 2-hour response time, 24 hours 7 days a week.
 - a. After hours emergency support available.
3. Remote Access Support via VPN (Virtual Private Network), 24 hours 7 days a week when required by agency. VPN Direct Link and network connectivity to be supplied by agency.

4. Maintenance includes but is not limited to: problem diagnosis, fault isolation, parts, labor, fault repair, validation of repair, system validation and certification.
5. The selected Offeror shall replace all equipment that is unable to be repaired.
6. Maintenance Response. The selected Offeror shall provide maintenance (repair or replacement) based on the severity of the incident as indicated by the Commonwealth. Response times shall begin when the initial incident is reported.
 - a. Mission Critical (MC) service is defined as on-site service response required 24x7x365 within four (4) hours.
 - b. Semi-Mission Critical (SMC) service is defined as on-site service response during the hours of 7:30 AM ET and 6:00 PM ET, Monday through Friday within four (4) hours. For service calls made after 2:00 PM ET, the selected Offeror shall respond by 7:31 AM ET the next business day.
 - c. Non-Mission Critical (NMC) services is defined as on-site service response during the hours of 7:30 AM ET and 6:00 PM ET, Monday through Friday within eight (8) hours. For service calls made after 10:00 AM, the selected Offeror shall respond by 7:31 AM ET the next business day.
7. System components are warranted in accordance with the original manufacturer's warranty. Hardware components that are out of warranty will be repaired or replaced by mutual agreement between the selected Offeror and the agency and the agency invoiced for the current cost of the replacement parts.
8. Software enhancements, updates and upgrades are included at no charge as part of the support agreement. Major feature options that are outside the scope of the purchased functionality are not included but can be ordered at the option of the agency.
 - a. For the purchase, installment purchase, and outright purchase plans, the cost of service and system support plan shall be firm (no increase in price) for a full five (5) year period after acceptance of the equipment. No escalators apply. Offeror will provide quarterly service/support reports for the term of the Contract.

Offeror Response

- C. **Quality and Reliability.** The equipment is expected to perform in an efficient manner with a minimum of down time.

60-Day (Rolling) Repetitive Service: If equipment requires five (5) service calls for any service issues within a 60-day rolling time period, the Offeror will be required to notify the Commonwealth and make arrangements for brand new, replacement equipment, with the same or upgraded options. This new equipment will be at no additional cost to the Commonwealth. The Offeror will be required to report monthly on equipment with Repetitive Service calls totaling 3 or more in a rolling 30-day period.

If it is determined that a using agency's equipment must be replaced, the selected Offeror, after consultation with DGS and the agency, will replace the equipment without charge with an identical model or equipment with comparable features and capabilities. If leased equipment is replaced, a new lease term will not commence but rather the Commonwealth will only be responsible for the remaining payments in the unexpired term. If the cause of

excessive service calls is determined to be due to an operator error, misuse, or abuse by the Commonwealth, associated repair time will not be a factor in determining satisfactory equipment performance.

Offeror Response

D. Warranties.

1. The selected Offeror shall honor all manufacturer's warranties on products.
2. The selected Offeror shall guarantee a warranty on all equipment and services for a period of one (1) year which shall commence after the successful, fully-functional installation into production.
3. After the original warranty period, the selected Offeror may offer an extended warranty for each year of the Contract.
4. The selected Offeror shall warrant that the equipment is new and unused and when installed shall be free from defects in material or workmanship.
5. The selected Offeror shall warrant that under normal use and service, the equipment shall remain in satisfactory operating condition.
6. The selected Offeror shall repair or replace all defective or damaged equipment during the warranty period at no additional cost.
7. The selected Offeror shall warrant that the installation services will be of the highest quality and workmanship and, if applicable, shall be performed by trained, manufacturer certified individuals.
8. The selected Offeror's warranties for equipment and services shall not be changed, modified or amended.
9. The selected Offeror shall provide the Commonwealth with a complete set of warranty documents.

Offerors shall describe any additional or extended warranties offered in **Appendix A, Cost Submittal**.

Offeror Response

E. Equipment Requirements.

1. All devices must be new. A "new" item is one, which will be used first by the Commonwealth after it is manufactured or produced. Used, remanufactured or reconditioned items are not acceptable. This clause shall not be construed to prohibit Offerors from offering goods, supplies, equipment, materials or printing with recycled content, provided the item is new.

Offeror Response

2. The selected Offeror must be able to identify, if requested by the Commonwealth, any equipment being offered that may be used or adapted for use by visually, hearing or other physically impaired individuals in accordance with the *Americans with Disabilities Act*.

Offeror Response

3. The selected Offeror shall not provide equipment that requires commercially available software for its use through the Contract resulting from this RFP unless the Commonwealth has entered into a software license agreement with the software licensor. See **Appendix E, Software Requirements Agreement**.

Offeror Response

F. Order Requirements.

1. Order Acceptance.

- a. The Offeror must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type. Agencies shall not be charged additional fees for using the Pcard.

2. Order Shipment.

- a. The Offeror must securely and properly package the equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.
- b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.
- c. Partial shipments may be requested by any Commonwealth agency. If not requested, partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the equipment.

3. Order Delivery.

- a. The selected Offeror will be responsible for filing, processing, and collecting all damage claims. To assist the selected Offeror with damage claims, the Commonwealth will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Offeror; and provide the Offeror with a copy of the carrier's Bill of Lading and damage inspection report.

Offeror Response

- G. Services.** The Commonwealth will use **Appendix F, Statement of Work (SOW)** to order services related to the contracts. The SOW and **Appendix G, Service Level Agreements** will be attached to the associated SRM purchase order. It will be at the Commonwealth's discretion to purchase services on a per order basis. The Offeror shall provide all tools and supplies necessary to perform all work for services as listed below:

1. Installation. The Offeror shall;

- a. Be responsible for the project management of each installation project.
- b. Work with the agency to develop a plan and schedule to deliver equipment.
- c. Provide status reports detailing the state of all installations, including but not limited to, completed installations, outstanding installations, installation issues and resolution, etc.
- d. Unpack equipment.

- e. Conduct the installation, setup, testing, and validation of proper equipment functionality.
- f. Remove all packing materials and boxes from the installation site within five (5) business days after installation is completed.

Offeror Response

2. Asset Tagging.

- a. The Offeror must affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new devices procured.
- b. The Identification Tag Number must be readable from WMI (Windows Management Instrumentation), if applicable.
- c. Each Identification Tag must be located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls.
- d. Identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information must be provided to the Commonwealth agency in an electronic format, which can be incorporated into existing Equipment Databases. The Commonwealth agency will provide database formats to be used by the Offeror.
- e. The Offeror must provide the Identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth.

Offeror Response

3. Preparation for relocation, transportation to DGS warehouse or return. The Offeror must deinstall and pack the equipment.

Offeror Response

4. Transport to DGS warehouse. The Offeror must deliver the packed equipment to the DGS warehouse located at 2221 Forster St., Harrisburg, PA 17125.

Offeror Response

5. Price List Changes/Product Changes. The selected Offeror may update their price list or product changes biannually, beginning with the Contract awarded date to reflect new products, manufacturer's price changes, the deletion of discontinued products, etc.

Offeror Response

6. Price List Updates. The selected Offeror shall provide the Commonwealth with a link to the OEM's current price list. The Commonwealth may request the OEM's current price list at any time.

Offeror Response

7. Training. Offerors must provide training for the Commonwealth staff, if requested by the Commonwealth. Training must be provided at the location where the equipment will be located. Offerors must provide unlimited follow-up training,

when new equipment has been deployed at a location, at no additional cost, when requested by the Commonwealth.

Offeror Response

H. Service Level Agreements. Offerors shall acknowledge and comply with the Service Level Agreements as stated in **Appendix G, Service Level Agreements.**

Offeror Response

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

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

Offeror Response

VII. Tasks. Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

Offeror Response

A. Order and Delivery of Equipment. Offeror shall describe their order and delivery services. The Offeror, within five (5) business days after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract. The Offeror must ensure all incorrect shipments are corrected within ten (10) business days. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays. All orders for equipment must be delivered to the inside location specified by the Commonwealth within fifteen (15) business days or on the date agreed upon by both the Commonwealth and the Offeror. Calculation of delivery time does not include the day that the purchase order is issued but does include the day of delivery. When a specific delivery date is agreed upon for a full delivery or partial delivery, delivery must occur on the requested date. The Offeror retains ownership of all equipment until the delivery is accepted. The Offeror must store all equipment in its own facilities until the agreed upon delivery date.

Offeror Response

B. Installation of Equipment. The Offeror is responsible for the installation of all equipment and shall certify readiness for operation in writing. Readiness for operation includes all features and functions requested by the Commonwealth using agency are fully operational and requested staff training has been completed.

Prior to delivery, the Offeror shall survey and review the installation location to insure the agency's desired location for the equipment meets the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Offeror and the requesting agency shall attempt to locate an alternate mutually agreeable location for the equipment.

The Offeror shall affix a label or decal for asset tracking to the equipment at the time of installation, showing the name, address, and telephone number of the dealer responsible for service of the machine.

The Offeror shall certify that the installation is tested and fully operational based on the needs of the Commonwealth using agency.

Offeror Response

C. Equipment Maintenance and Repair Service. The selected Offeror shall coordinate with the Commonwealth using agency to confirm and agree to the pickup date and delivery of equipment to off-site repair facilities, estimating turnaround time for repairs, asset tagging, management and tracking of equipment.

The selected Offeror shall conduct break/fix maintenance and all regularly scheduled maintenance for all equipment during the term of the contract. This maintenance schedule shall comply with the OEM's specified guidelines where applicable. The Offeror shall provide a central point of contact to address maintenance and repair service issues.

During normal business hours of the Commonwealth, 7:30am to 5:00pm, Monday through Friday, excluding state holidays, the Offeror shall have service technicians and the support

infrastructure available to provide repairs that meet the service level agreement specified in **Appendix G, Service Level Agreements**.

The selected Offeror shall troubleshoot technical difficulties during the term of the contract. The selected Offeror shall provide online technical support and a toll-free contact number.

The selected Offeror may provide repair service and support any time outside of normal business hours, upon agreement with the Commonwealth using agency, at no additional cost.

Offeror Response

VIII. Reports and Project Control. The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth. Offerors shall submit its project management methodology and/or draft plans which it proposes to use for this project. The selected Offeror must submit final plan(s) within [specified] days of receiving the notice to proceed. All plans are subject to Commonwealth approval.

A. Project Management Plan. The project management shall include, but not limited to, the following:

1. Project Plan. The project plan must describe the scope of work for the project and how the scope will be managed. The project plan shall act as a confirmation of project scope, phasing, implementation objectives, and be detailed enough to ensure the product is delivered on time, within projected estimates, and meets all requirements as specified in the RFP. The project plan must include, but is not limited to:

- Project Scope Statement
- Scope Management Process
- Major Milestones /Deliverables
- Work Breakdown Structure (WBS)
- Timeline

2. Requirements Management Plan. The requirements management plan must describe the process and approach to manage and address requirements throughout the life of the project. The requirements management plan shall include:

- Requirements Management Process
- Roles and Responsibilities
- Requirements Traceability Matrix (RTM)

3. Risk Management Plan. The risk management plan must describe the approach used to manage risk throughout the life of the project, how contingency plans are implemented, and how project reserves are allocated to handle the risks. The plan

will include the methods for identifying risks, tracking risks, documenting response strategies, and communicating risk information. The risk management plan shall include:

- Risk Management Process
- Roles and Responsibilities
- Rules/Procedures
- Risk Impact Analysis Approach
- Tools

4. Issue Management Plan. The issue management plan must describe the approach for capturing and managing issues throughout the life of the project to ensure the project is moving forward and avoids unnecessary delays. The issues management plan shall include:

- Issues Management Approach
- Roles and Responsibilities
- Tools

5. Change Control Management Plan. The change control management plan must describe the approach to effectively manage changes throughout the life of a project. The plan will include the process to track change requests from submittal to final disposition (submission, coordination, review, evaluation, categorization), the method used to communicate change requests and their status (approved, deferred, or rejected), the escalation process if changes cannot be resolved by the review team, and the process for project re-baselining. The change control management plan shall include:

- Change Management Process
- Roles and Responsibilities
- Rules/Procedures
- Change Impact Analysis Approach
- Tools

6. Communications Management Plan. The communication management plan must describe the communications process that will be used throughout the life of the project. The process must include the tools and techniques that will provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of project information. The communications management plan shall include:

- Communications Management Process
- Roles and Responsibilities
- Reporting Tools and Techniques

- Meeting Types and Frequency

7. Quality Management Plan. The quality management plan must describe the approach used to address Quality Assurance (QA) and Quality Control (QC) throughout the life of the project. The quality management plan should identify the quality processes and practices including the periodic reviews, audits and the testing strategy for key deliverables. The plan should also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured, and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The quality management plan will include:

- Quality Management Process
- Roles and Responsibilities
- Tools
- Quality Standards

8. Time Management Plan. The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The time management plan will include:

- Time Management Process
- Role and Responsibilities
- Tools and Techniques
- Work Plan

Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

Offeror Response

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

Offeror Response

- C. Monthly Reports.** Offerors must provide monthly reports to each agency and a consolidated monthly report to the Department of General Services, Bureau of Procurement, IT Procurement Division. The Offeror must use **Appendix H – Monthly Report** template. A monthly report will consist of, and include at a minimum:
- a. Ordering and delivery report of equipment purchases which includes, at a minimum: agency Information, equipment information, order information, shipment and delivery information, and invoice information.
 - b. Problem and response report which includes, at a minimum: agency information, equipment information and problem/response information.
 - c. Service level report which includes, at a minimum: agency Information. delivery SLA computation, incorrect shipment correction SLA computation, and fix-time SLA computation.
 - d. Outstanding issues report which includes, at a minimum: agency information and outstanding issue summary.

The monthly reports must include all activity by the Commonwealth, external procurement activity and COSTARS members.

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

Offeror Response

- D. Quarterly Reports.** Offerors must provide quarterly reports to the Department of General Services, Bureau of Procurement. The quarterly customer satisfaction report must be delivered in the format approved separately by the Commonwealth which includes, at a minimum: performance of the Offeror in the areas of: quality assurance, accuracy of orders shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions. The Offeror must use **Appendix I – Quarterly Report** template for the remainder of the quarterly report, which will consist of, and include at a minimum:
- a. Sales summary report which includes, at a minimum: agency information, equipment information and order information.
 - b. Service level summary report which includes, at a minimum: agency information. delivery actual service level, incorrect shipment correction actual service level, fix-time actual service level, monthly report delivery actual service level, and quarterly report delivery actual service level.
 - c. Outstanding issues summary report which includes, at a minimum: agency information and outstanding issue summary.

Offerors must provide quarterly reports to the Commonwealth no later than fifteen (10) business days after the end of a quarter.

A quarter is defined by the Commonwealth as follows:

- Quarter 1: January through March
- Quarter 2: April through June
- Quarter 3: July through September
- Quarter 4: October through December

Offeror Response

- E. Additional Reports:** Additional reports may be added or removed by the Commonwealth at its sole discretion.

Offeror Response

- IX. Objections and Additions to Standard Contract Terms and Conditions.** The issuing office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachments section or to other provisions of the RFP.

**STANDARD CONTRACT
TERMS AND CONDITIONS FOR IT SUPPLIES AND RELATED SERVICES**

1. Term of Contract.

The Initial Term of the Contract shall be **two (2)** years.

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

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

2. Renewal of Contract Term.

The Contract may be renewed for a maximum of **three (3)** additional **one (1)** year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the Contract.

3. Extension of Contract Term.

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

4. Signatures.

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has

been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties. The Contract and/or Purchase Order may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent on the Contract and/or Purchase Order represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract 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 Contract has not been fully executed.

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

The Commonwealth and the Contractor specifically agree as follows:

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

5. Definitions.

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) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (d) Days: Calendar days, unless specifically indicated otherwise.
- (e) 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.
- (f) Documentation: All materials required to support and convey information about the Services or Supplies 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.
- (g) Expiration Date: The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (h) Purchase Order: Written authorization for Contractor to proceed to furnish Supplies or Services.
- (i) Services: All Contractor activity necessary to satisfy the Contract.
- (j) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (k) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (l) Supplies: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

- (m) Terms. These Standard Contract Terms and Conditions for IT Supplies and Related Services.

6. Purchase Orders.

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

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

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

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

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

7. Independent Prime Contractor.

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 the 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.

8. Subcontracts.

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of the CONFIDENTIALITY provision of this Contract. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

9. Delivery.

- (a) Supply Delivery: All items 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.

- (b) Services Delivery: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

10. Estimated Quantities.

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

11. Prior Notice.

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

12. Warranties.

- (a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications for the Supplies furnished and Services performed and/or the requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one **(1) year** following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- (e) All warranties shall survive final acceptance.

13. Patent, Copyright, Trademark and Trade Secret Protection.

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, 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 the terms 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. No settlement which prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all Supplies furnished and Services performed under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that Supplies furnished and Services performed for the Commonwealth under this Contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. 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.

- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;

- (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;
 - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

14. Intellectual Property and Right to Use.

The Contractor hereby grants to the Commonwealth a non-exclusive right to access and to use the hardware and software comprising all or part of the Supplies and Services. The Commonwealth's use of the software is subject to the following:

- (a) Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) Contractor Intellectual Property. The Commonwealth acknowledges that, in the course of providing and performing the Supplies and Services, the Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor and that same shall remain the sole and exclusive property of the Contractor. The Contractor retains ownership of all Contractor Intellectual Property that the Contractor delivers to the Commonwealth pursuant to the Supplies provided and Services performed.
- (c) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and all Commonwealth Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. The Commonwealth grants the Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to the Contractor is limited by the terms of this Contract.

- (d) Third Party Intellectual Property. If a Supply or Service under this Contract is commercially available software or requires commercially available software for use, the Contractor shall inform the third-party licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that includes terms and conditions acceptable to the Commonwealth, to the extent necessary for the Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract. Such license shall include the applicable provisions set forth in the **Software License Requirements Agreement Template** included as part of the solicitation.
- (e) Click Through Terms. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract.
- (f) No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

15. Commonwealth Data.

The Commonwealth owns all Data provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works using the Commonwealth's Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract. Unless the solicitation specifies otherwise:

- (i) All Data must be stored within the United States.
- (ii) All Data must travel networks which are approved in writing by the Commonwealth.
- (iii) Data may not be stored in a state which asserts jurisdiction over disputes regarding data stored within that state.
- (iv) The Contractor shall be responsible for maintaining the privacy, security, and integrity of Data in its or its subcontractors' possession.

- (v) All Data shall be accessible to the Commonwealth upon request, and in a form acceptable to the Commonwealth.
- (vi) All Data shall be surrendered to the Commonwealth upon request.
- (vii) Any Data shall be destroyed by the Contractor at the Commonwealth's request.
- (viii) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy, and accessibility requirements of this Contract.
- (ix) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Commonwealth Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (x) Contractor shall be solely responsible for any costs, losses, fines or damages incurred by the Commonwealth due to Data being accessed, used, released, disclosed and/or acquired in an unauthorized manner.

16. Information Technology Policies.

The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, *Accessibility Policy*. The Contractor shall ensure that Services and Supplies procured under this Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

17. Acceptance.

- (a) Supplies: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies that are discovered to be defective or fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies 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 Supplies 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 Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies 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 Supplies, 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.

- (b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform to the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

18. Product Conformance.

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

- (i) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (ii) Supply published manufacturer product Documentation.
- (iii) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (iv) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (v) Provide customer references.
- (vi) Provide a product demonstration at a location near Harrisburg or the using agency location.

19. Rejected Material Not Considered Abandoned.

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.

20. Compliance with Law.

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

21. Environmental Provisions.

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. § 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. § 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. § 693.1.

22. Post-Consumer Recycled Content.

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 Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

23. Recycled Content Enforcement.

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.

24. Compensation.

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

- (b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract or Purchase Order. All Services shall be performed within the time period(s) specified in the Contract or Purchase Order. The Contractor shall be compensated only for Services performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended, Commonwealth Travel Policy](#), and [Manual 230.1, Commonwealth Travel Procedures Manual](#).

25. Billing Requirements.

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:

- (i) Vendor name and “Remit to” address, including SAP Vendor number;
- (ii) Bank routing information, if ACH;
- (iii) SAP Purchase Order number;
- (iv) Delivery Address, including name of Commonwealth agency;
- (v) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (vi) Quantity provided;
- (vii) Unit price;
- (viii) Price extension;
- (ix) Total price; and
- (x) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, or, if applicable, comply with the provisions located at <http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, 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.

26. Payment.

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (i) the date on which payment is due under the terms of the Contract;
 - (ii) **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
 - (iii) the payment date specified on the invoice if later than the dates established by (i) and (ii) above.
- (b) 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 of December 13, 1982, P.L. 1155, No. 266, as amended, [72 P. S. § 1507](#), (relating to interest penalties on Commonwealth accounts) and accompanying regulations [4 Pa. Code §§ 2.31—2.40](#). See, [Procurement Handbook, Part I, Chapter 18, A 8](#). 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.
- (c) 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.

27. ACH Payments.

The Commonwealth will make contract payments through Automated Clearing House (ACH).

- (i) 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).
- (ii) 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.
- (iii) 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.

28. Taxes.

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. 237400001-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 section 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.

29. Assignment of Antitrust Claims.

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 Supplies and Services which are the subject of this Contract.

30. Hold Harmless Provision.

- (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*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, 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.

31. Sovereign Immunity.

No provision of this Contract shall be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

32. Limitation of Liability.

- (a) General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
 - (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;
 - (v) under Section 13, Patent, Copyright, Trademark and Trade Secret Protection;
 - (vi) related to a breach of the security of a system maintained or managed by the Licensor; or

(vii) under Section 64, Virus, Malicious, Mischievous or Destructive Programming.

(b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in subsection (a), or as otherwise specified in the Contract.

33. Audit Provisions.

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.

34. Single Audit Act of 1984.

In compliance with the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, the Contractor agrees to the following:

- (i) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions (Yellow Book).
- (ii) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. Section 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (iii) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (iv) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

35. Default.

(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:

- (i) Failure to begin delivering Supplies or performing Services within the time specified in the Contract or Purchase Order or as otherwise specified;
- (ii) Failure to deliver Supplies or perform Services with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- (iii) Unsatisfactory performance of the work;
- (iv) Failure to deliver the Supply(ies) or perform Services within the time specified in the Contract or Purchase Order or as otherwise specified;
- (v) Improper delivery;
- (vi) Failure to provide a Supply(ies) or perform Services that conform with the specifications referenced in the Contract or Purchase Order;
- (vii) Delivery of a defective Supply;
- (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- (ix) Discontinuance of furnishing Supplies or performing Services without approval;
- (x) Failure to resume furnishing Supplies or performing Services that were discontinued, within a reasonable time after notice to do so;
- (xi) Insolvency or bankruptcy;
- (xii) Assignment made for the benefit of creditors;
- (xiii) 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 Supplies furnished or Services performed, for equipment rentals, or for utility services rendered;
- (xiv) Failure to protect, repair or make good any damage or injury to property;
- (xv) Breach of any provision of the Contract;

- (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
 - (xvii) 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 subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services 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 subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, 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 section 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 section 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 Commonwealth Board of Claims.

36. Force Majeure.

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 are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The 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.

37. Termination Provisions.

The Commonwealth has the right to terminate this Contract or any Purchase Order issued thereunder for any of the reasons set forth in this section. Termination shall be effective upon written notice to the Contractor.

- (a) Termination for convenience. The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be accomplished by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, the Contractor shall receive payment for the following:

- (i) all Supplies furnished and Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by the Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or

overhead costs. Failure to agree on any termination costs shall be a dispute handled in accordance with the Contract Controversies provision of this Contract.

The Contractor shall cease providing Supplies and Services as of the date set forth in the Notice of Termination, and shall be paid only for such Supplies and Services as have already been satisfactorily furnished or rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Supplies furnished or Services performed during the **30-day** notice period, if requested by the Commonwealth.

- (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 in whole or in part. 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 may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

In the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Supplies or Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent Supplies or Services for the terminated Supplies or Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

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 subsection (a) above.

38. Contract Controversies.

- (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code* (62 Pa. C. S. § 1712.1), in the event of a claim arising from the Contract, the Contractor must, within **six (6) 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, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (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.

39. Assignability and Subcontracting

- (a) Subject to the terms and conditions of this section, 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 furnishing of Supplies or performance of Services under this Contract without the prior written consent of the Contracting Officer, whose consent may be withheld at their sole and absolute discretion.
- (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, whose consent may be withheld at their sole and absolute discretion.
- (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.

40. Other Contractors.

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

41. Nondiscrimination/Sexual Harassment Clause.

The Contractor agrees:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.

42. Contractor Integrity Provisions.

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.

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
 - (i) “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.

- (ii) “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.
 - (iii) “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (iv) “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.
 - (v) “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.
 - (vi) “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.
 - (vii) “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.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) 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.
 - (ii) 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.

- (iii) 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.
- (iv) 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 Contractor's submission of the contract signed by Contractor.
- (v) 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 if 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.

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

- (x) 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.

43. Contractor Responsibility Provisions.

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.

- (a) 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 subcontractors, nor any suppliers 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.pa.gov> or contacting the:

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

44. *Americans With Disabilities Act.*

- (a) 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 it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services,

programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

45. Covenant Against Contingent Fees.

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.

46. Applicable Law.

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.

47. Integration.

This Contract, including 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.

48. Order of Precedence.

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 solicitation; and the Contractor's response to the solicitation.

49. Controlling Terms and Conditions.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. 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.

50. Changes.

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 the Contract Controversies section.

51. Background Checks.

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Pennsylvania State Police Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the

Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#) (June 4, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

52. Confidentiality.

- (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 applicable document). 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 expiration or termination of this Contract, 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, (where permitted by law or regulation) 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 or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period 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:
 - (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) 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;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient 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:
 - (i) Prepare and submit un-redacted version of the appropriate document, and
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted, or
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (i) the attached material contains confidential or proprietary information or trade secrets;

- (ii) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
- (iii) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (iv) Submit the two (2) documents along with the signed written statement to the Commonwealth.

53. Sensitive Information.

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this section survive the expiration or termination of this Contract.

54. Small Diverse Business/Small Business Commitment.

Contractor shall meet and maintain the commitments to small diverse businesses and small businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Bid/Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within **ten (10) workdays** at the end of each calendar quarter that the Contract is in effect.

55. Installment Purchase Additional Terms and Conditions.

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms and Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be

bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

(a) Term of Installment Purchase.

The Contractor may provide any Installment Items under the Contract for any term up to **60 months**. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as **Appendix J, Acceptance Certificate** to the RFP.

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

(b) Payments.

- (i) Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-Appropriation. The Purchaser’s obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:

- (1) The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);
- (2) The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- (3) The Purchaser gives **30 days'** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

(c) Title and Security Interest.

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

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

(d) Use and Location of, and Alteration to Installment Items.

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own

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

(e) Assumption of Risks.

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

(1) to replace the equipment with like equipment, or

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

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

(iii) The Purchaser agrees to insure the Installment Items as provided under Paragraph (ii) of Subsection (g) of this Section.

(f) Warranties.

- (i) The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.
 - (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.
- (g) Liability.
- (i) The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.
 - (ii) The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.
- (h) Assignment.
- (i) The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
 - (ii) The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the

Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Purchaser executes and the Initial Assignee receives an acceptance certificate:
 - (1) The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
 - (2) The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
- (v) Warranty Disclaimer.

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR

A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

(i) Financing and Prepayment.

- (i) If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
- (ii) The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
- (iii) If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection (b) of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

(j) Remedies for Default.

- (i) If the Purchaser does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the

Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

- (1) Terminate the applicable Installment Purchase.
 - (2) Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
 - (3) Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the [Federal Reserve Board's Internet website](#).
- (ii) In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
- (1) If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.
 - (2) The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which

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

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

(k) Compliance with Internal Revenue Code.

- (i) **Tax Exempt Financing.** If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- (ii) **Governmental Status.** Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

(l) Governing Law.

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

(m) Notices.

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document.

Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

56. Leasing Additional Terms and Conditions

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

(a) Term of Lease.

The Contractor may provide any Leased Property under the Contract for any term up to **60 months**, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as **Appendix J, Acceptance Certificate**, to the RFP.

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

(b) Payments.

- (i) Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-Appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
 - (1) The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
 - (2) The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
 - (3) The Lessee gives **30 days'** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

(c) Title

- (i) Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.
 - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
 - (2) The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.

- (3) At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- (4) The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

(d) Use and Location of, and Alteration to Leased Property.

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

(e) Risk of Loss.

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

(f) Warranties.

- (i) The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone

acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

(g) Liability.

- (i) The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
- (ii) The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

(h) Assignment.

- (i) The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
- (ii) The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and

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

(iv) After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:

(1) The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

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

(v) Warranty Disclaimer.

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

(i) Financing and Prepayment.

- (i) If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
- (ii) The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
- (iii) If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection (b) of this Section, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

(j) Remedies for Default.

- (i) If the Lessee does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - (1) Terminate the applicable Lease.
 - (2) Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For

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

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

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

- (1) If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
- (2) The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
- (3) If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result

of the Contractor's default against its obligation to make rental payments.

(k) Purchase Option.

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

(l) Extension.

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

(m) Return of Leased Property.

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

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

(ii) Except in the event of a total loss of any or all Leased Property as described in Subsection (e) of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased

Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.

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

(n) **Compliance with Internal Revenue Code**

- (i) **Tax Exemption Financing.** If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- (ii) **Governmental Status.** Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

(o) **Governing Law.**

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

(p) Notices.

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

Notices delivered by hand or by overnight courier shall be effective when actually received.

57. Insurance

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
- (i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act*, the Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 101—2708.
 - (ii) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
 - (iii) Prior to commencing work under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this subsection (b) until

at least **fifteen (15) days'** prior written notice has been given to the Commonwealth.

- (b) The Contractor agrees to maintain such insurance for the life of the Contract.

58. Notice

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.

59. *Right-To-Know Law*

- (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:
 - (i) 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
 - (ii) 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.

60. Enhanced Minimum Wage.

- (a) Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services

called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

- (b) Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

61. Manufacturer’s Price Reduction.

If, prior to the delivery of the awarded Supplies 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.

62. Special Requirements.

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

63. Prevailing Minimum Wages.

If applicable to this Contract, the Contract with the awarded vendor is subject to and shall comply with the provisions, duties, obligations, remedies and penalties of the *Pennsylvania Prevailing Wage Act*, [The Act of August 15, 1961](#), P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17 and its regulations 34 Pa. Code §§ [9.101—9.112](#), which are incorporated herein by reference as if fully set forth herein. The Contractor shall pay no less than the wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry (hereinafter referred to in this paragraph as “Secretary”) for each craft or classification of all workers needed to perform this Contract during the term hereof for the county in which the work is to be performed. In compliance with said *Pennsylvania Prevailing Wage Act*, the Prevailing Minimum Wage Predetermination, as approved by the Secretary, is attached hereto and made a part hereof.

- (a) The provisions of this paragraph shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors. The contractor shall insert in each of its subcontracts all of these required contract provisions and stipulations contained in this paragraph and such other stipulations as may be required.
- (b) No worker may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in section 8 of the Act (43 P.S. § 165-8) and section [9.107](#) of the Act’s Regulations (relating to petition for review of rates and hearings) shall be followed.
- (c) Workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of a contractually relationship which may be alleged to exist between a contractor, subcontractor and workers, at least once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Prevailing Wage Act or

its Regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker or public work.

- (d) The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - (i) The name of project.
 - (ii) The name of public body for which it is being constructed.
 - (iii) The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - (v) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or the regulations in any manner whatsoever, the worker may file a protest in writing with the Secretary of Labor and Industry within **3 months** of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within **6 months** from the occurrence of the event creating the right.
- (e) The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid including employee benefits, to each worker employed by the contractor or subcontractor in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for **2 years** from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or the Secretary's authorized representatives.
- (f) Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act* (43

P.S. §§ 90.1—90.10), approved July 14, 1961 and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.

- (g) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor & Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- (h) Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act, regardless of the average hourly earnings resulting therefrom.
- (i) Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract. If wages remain unpaid, the contractor or subcontractor shall set forth the amount of wages due and owing to each worker respectively. A copy of the form entitled “Contractor’s or Subcontractor’s Weekly Payroll Certification for Public Works Projects” is attached hereto.
- (j) Before final payment is made, a final wage certification must be submitted by all contractors and subcontractors.

64. Virus, Malicious, Mischievous or Destructive Programming.

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth’s software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor’s failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of

anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

65. Service Levels.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation claims for liquidated damages, injunctive relief and termination rights, provided however, Service Level Credits paid would be credited against any such claims for damages.

66. Hazardous Substances.

- (a) 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, P.L. 734, No., 159, known as the *Worker and Community Right-to-Know Act*, as amended, 35 P.S. §§ 7301—7320 (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code §§ 301.1—323.6.
- (b) Labeling. The Contractor shall insure 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 paragraphs (i) through (iv):
 - (i) Hazardous substances:
 - (1) The chemical name or common name,
 - (2) A hazard warning, and
 - (3) The name, address and telephone number of the manufacturer.
 - (ii) Hazardous mixtures:
 - (1) The common name, but if none exists, then the trade name,

- (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - (4) A hazard warning, and
 - (5) The name, address and telephone number of the manufacturer.
- (iii) Single chemicals:
- (1) The chemical name or the common name,
 - (2) A hazard warning, if appropriate, and
 - (3) The name, address and telephone number of the manufacturer.
- (iv) Chemical Mixtures:
- (1) The common name, but if none exists, then the trade name,
 - (2) A hazard warning, if appropriate,
 - (3) The name, address, and telephone number of the manufacturer, and
 - (4) The chemical name or common name of either the top five (5) substances by volume or those substances consisting of 5.0% or more of the mixture.
- (v) 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.
- (vi) Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.
- (vii) 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:
- (1) NFPA 704, Identification of the Fire Hazards of Materials.

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

67. Publicity/Advertisement.

The Contractor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

68. Additional Federal Provisions.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

Appendix A, Cost Submittal

Please read and follow all instructions below:

Instructions	
1	Offerors shall complete all applicable highlighted fields
2	A (0%) percentage will indicate no discount off list price (product or service offered at list price).
3	A blank percentage will indicate a product or service not offered.
4	A zero dollar (\$0) will be considered \$0 and at no cost to the Commonwealth.
5	A blank dollar will indicate a product or service not offered.
6	Offerors are responsible for entering accurate information.
Manufacturer Discount List	
1	Enter a discount rate off the list price in the "% Discount" column for the Categories the Offeror would like to provide.
2	Enter the Date of the Manufacturer's Price List that the submitted discount will apply to in the "Date of Price List Column"
3	For Miscellaneous Installation Equipment, Offerors should enter the Manufacturer and Item Description for any peripheral equipment needed to complete an installation that does not fall into one of the other categories (i.e. switches, connectors). The costs for miscellaneous installation equipment cannot exceed five percent (5%) of the total installation cost.
4	Offerors should enter any additional manufacturers and equipment that it is able to sell/resell in each category. Offerors may insert additional lines if needed.
Manufacturer Discount List - OEM Required	
2	Enter a discount rate off the list price in the "% Discount" column for the Categories the Offeror would like to provide.
3	Enter the Date of the Manufacturer's Price List that the submitted discount will apply to in the "Date of Price List Column"
4	For Miscellaneous Installation Equipment, Offerors should enter the Manufacturer and Item Description for any peripheral equipment needed to complete an installation that does not fall into one of the other categories (i.e. switches, connectors). The costs for miscellaneous installation equipment cannot exceed five percent (5%) of the total installation cost. OEM is not required for Miscellaneous Installation Equipment.
5	Offerors should enter any additional manufacturers and equipment that it is able to sell/resell in each category. Offerors may insert additional lines if needed.
Maintenance & Services	
1	Offerors should define what is included in warranties/services during the initial included warranty period.
2	Offerors should define what is included in any extended warranties/services offered.
3	Offerors should enter yearly cost amounts for extended warranties/services.
4	Additional lines may be inserted if needed.
Summary	
1	Summary tab is for evaluation purposes only. It does not guarantee any products to be ordered or work to be performed.

* Offerors must retain the Manufacturer Authorization Letter for all Manufacturers your company will choose to be resellers for that are indicated as "OEM Required" on the cost sheet. The Commonwealth reserves the right to request a copy of the Manufacturer Authorization Letter.

**Offerors must provide the Manufacturer Price List for All Manufacturers for which the Discount Rate will Apply to as a separate attachment in the Buyer Attachments.

Supplier Information	
Date:	Dec 12 2018
Supplier Name:	The Lerro Corporation
Point of Contact:	Matthew Murphy
Address:	905 Madison Ave
City , State , Zip:	Norristwon Pa 19403
Phone Number:	610-650-4100
Fax Number:	610-650-4110
Email Address:	mattm@lerro.com

Manufacturer Discount List

PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT

ACOUSTICS & AUDIO

Manufacturer	Description	% Discount	Date of Price List
Anchor Audio, Inc	Audio & Acoustics		
AKG	Audio & Acoustics	10.00%	SIGMET HARMAN PRO..10/24/2018
Allen & Heath	Audio & Acoustics		
Audio-Technica U.S., Inc.	Audio & Acoustics		
Bose	Audio & Acoustics		
Beyerdynamic, Inc.	Audio & Acoustics	10.00%	Beyerdynamic March 2018
Biamp Systems, Inc	Audio & Acoustics	15.00%	BIAMP TEsIRA Forte June 2018
Clear One Communications	Audio & Acoustics		
Crown International	Audio & Acoustics	10.00%	Crown 9-15-18/Sigmat
dbx, Inc.	Audio & Acoustics	10.00%	SIGMET HARMAN PRO..10/24/2018
Denon Professional	Audio & Acoustics		
Digidesign	Audio & Acoustics		
Dorrrough	Audio & Acoustics		
Electro-Voice, Inc	Audio & Acoustics	10.00%	BOSCH EV RTS TELEX.OCT 2018
Gentner Communications	Audio & Acoustics		
JBL Professional	Audio & Acoustics	10.00%	JBL 9-15-18 /Sigmet
Lectrosonics, Inc	Audio & Acoustics	10%/Unilateral	Lectrosonics Oct 15 2018
Mackie Designs, Inc.	Audio & Acoustics		
M-Audio	Audio & Acoustics		
QSC	Audio & Acoustics		
RTS	Audio & Acoustics	10.00%	BOSCH EV RTS TELEX.OCT 2018
Sennheiser Electronic Corporation	Audio & Acoustics	10.00%	SENN.10018
Shure Incorporated	Audio & Acoustics	10.00%	Shure MSRP Pricing 101718
Tannoy	Audio & Acoustics		
TASCAM	Audio & Acoustics		
TOA Electronics, Inc.	Audio & Acoustics		
Yamaha	Audio & Acoustics	10%/MAP	SYNNEX 102018
BSS	Audio & Acoustics	10.00%	SIGMET HARMAN PRO..10/24/2018
SoundCraft	Audio & Acoustics	10.00%	SIGMET HARMAN PRO..10/24/2018
Revolabs	Audio & Acoustics	10.00%	SYNNEX 102018

AUDIO-VISUAL RENTAL & EVENT STAGING

Manufacturer	Description	% Discount	Date of Price List
Clair Brothers Systems	AV Rentals & Event Staging		
Galaxy Sound & Communications	AV Rentals & Event Staging		
J.P. Lilley & Son, Inc.	AV Rentals & Event Staging		
J V Chujko, Inc.	AV Rentals & Event Staging		
Premier Productions	AV Rentals & Event Staging		
Vision Technical Group, Inc.	AV Rentals & Event Staging		
add Manufacturer	AV Rentals & Event Staging		
add Manufacturer	AV Rentals & Event Staging		
add Manufacturer	AV Rentals & Event Staging		

CABLES, CONNECTORS & ACCESSORIES

Manufacturer	Description	% Discount	Date of Price List
ADC	Cables, Connectors & Accessories		
AFL Telecommunications	Cables, Connectors & Accessories		
Beldon	Cables, Connectors & Accessories		
Canare	Cables, Connectors & Accessories		
Clark Wire & Cable	Cables, Connectors & Accessories		
Comprehensive	Cables, Connectors & Accessories		
Commscope	Cables, Connectors & Accessories		
General Cable	Cables, Connectors & Accessories		
Greenlee Textron	Cables, Connectors & Accessories		
Hubbell Premise Wiring	Cables, Connectors & Accessories		
Ideal Industries	Cables, Connectors & Accessories		
Omni Cable	Cables, Connectors & Accessories		
TYCO Electronics	Cables, Connectors & Accessories		
West Penn Wire	Cables, Connectors & Accessories		
Furman	Cables, Connectors & Accessories	15.00%	SYNNEX 102018
TecNec	Cables, Connectors & Accessories	5.00%	TECNEC.OCT2018
TrippLite	Cables, Connectors & Accessories	15.00%	SYNNEX 102018
Startech	Cables, Connectors & Accessories	10.00%	SYNNEX 102018
Xantech	Cables, Connectors & Accessories	10.00%	JB&A Oct 2018

Manufacturer Discount List

C2G CABLES TO GO	Cables, Connectors & Accessories	10.00%	SYNNEX 102018
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CONFERENCE, TRAINING, BOARD ROOMS

Manufacturer	Description	% Discount	Date of Price List
Aethra Video Conferencing	Conference, Training, Board Rooms		
Digital Samba	Conference, Training, Board Rooms		
Elmo	Conference, Training, Board Rooms	5.00%	SYNNEX 10202018
IPWebTV	Conference, Training, Board Rooms		
PictureTel Corp.	Conference, Training, Board Rooms		
Polycom	Conference, Training, Board Rooms	10% /MAP ACC	Polycom Price File October 2018
SMART Technologies, ULC	Conference, Training, Board Rooms		
SCT Sound Control Technologies	Conference, Training, Board Rooms	10.00%	SCT 2018
add Manufacturer	Conference, Training, Board Rooms		
add Manufacturer	Conference, Training, Board Rooms		

DIGITAL ASSET MANAGEMENT

Manufacturer	Description	% Discount	Date of Price List
CASTNet	Digital Asset Management		
Magic Box	Digital Asset Management		
Next Window	Digital Asset Management		
Nanonation	Digital Asset Management		
Scala, Inc.	Digital Asset Management		
Brightsign	Digital Asset Management	5.00%	JB&A Oct 2018
Leightronix	Digital Asset Management	5.00%	LEIGHTRONIX Price List 10/23/2018
Extensity	Digital Asset Management	10.00%	JB&A Oct 2018

DIGITAL SIGNAGE

Manufacturer	Description	% Discount	Date of Price List
CASTNet	Digital Signage System		
Nanonation	Digital Signage System		
Scala, Inc.	Digital Signage System		
Tightrope	Digital Signage System	5.00%	JB&A Oct 2018
add Manufacturer	Digital Signage System		
add Manufacturer	Digital Signage System		

FURNITURE & CONSOLES

Manufacturer	Description	% Discount	Date of Price List
Bretford Manufacturing, Inc.	Audio & Video Furniture	10.00%	SYNNEX 102018
Chief	Audio & Video Furniture	15.00%	Chief List MSRP. /Legrand
Luxor Corp.	Audio & Video Furniture		
Marshall Furniture	Audio & Video Furniture		
Sound-Craft	Audio & Video Furniture		
Winsted Corporation	Audio & Video Furniture		
Premiere	Audio & Video Furniture	15.00%	JB&A Oct 2018
AFVI	Audio & Video Furniture	10.00%	AVFI.OCT 2018
Middle Atlantic	Audio & Video Furniture	15.00%	Middle Atlantic 2018
Peerless	Audio & Video Furniture	15.00%	SYNNEX 102018

SIGNAL MANAGEMENT / PROCESSING / SERVERS

Manufacturer	Description	% Discount	Date of Price List
360 Systems	Signal management / processing / servers		
Artel Video Systems	Signal management / processing / servers		
Aurora Multimedia	Signal management / processing / servers		
AutoPatch	Signal management / processing / servers		
Avocent	Signal management / processing / servers		
Blackbox	Signal management / processing / servers	10.00%	SYNNEX 102218
Black Magic Design	Signal management / processing / servers	10%/MAP ACC	1 Source. BMD Oct 2018
Brightline	Signal management / processing / servers		
Doremi Labs	Signal management / processing / servers		
EGT	Signal management / processing / servers		
ESE	Signal management / processing / servers		
Extron	Signal management / processing / servers	15.00%	Extrom 10-19-2018
Evertz	Signal management / processing / servers		
FSR Video Products Group	Signal management / processing / servers	10.00%	FSR Sept 2018
Harris Corporation	Signal management / processing / servers		
Leader Instruments Corp.	Signal management / processing / servers		
Leitch / DPS	Signal management / processing / servers		
Lynx Technik	Signal management / processing / servers		
Miranda	Signal management / processing / servers		

Manufacturer Discount List

MultiDyne	Signal management / processing / servers		
Mushroom Networks	Signal management / processing / servers		
NetStreams	Signal management / processing / servers		
nVision	Signal management / processing / servers		
Omneon	Signal management / processing / servers		
Polaris	Signal management / processing / servers		
Pro-Bel	Signal management / processing / servers		
Rhozet	Signal management / processing / servers		
Rorke Data	Signal management / processing / servers		
Scale Logic	Signal management / processing / servers	10%/MSRP ACC	SCALE LOGIC WW Prcie List Oct2018
Scan Do	Signal management / processing / servers		
SeaChange	Signal management / processing / servers		
Sigma Electronics	Signal management / processing / servers		
Tektronix	Signal management / processing / servers		
Telecast	Signal management / processing / servers		
Think Logical	Signal management / processing / servers		
Thompson / Grass Valley	Signal management / processing / servers		
Utah Scientific	Signal management / processing / servers		
Vaddio	Signal management / processing / servers	10.00%	Vaddio 2018/ Legrand
Videotek	Signal management / processing / servers		
Cat DV	Signal management / processing / servers	MSRP	JB&A Oct 2018
Ensemble Designs	Signal management / processing / servers	5.00%	JB&A Oct 2018
Lumens		10.00%	JB&A Oct 2018
Kramer		10.00%	SYNNEX 10202018
SNS		MSRP	JB&A Oct 2018
Niagra		MSRP	JB&A Oct 2018
Gefen	Signal management / processing / servers	10.00%	JB&A Oct 2018

VIDEO PRODUCTION & DIGITAL PHOTOGRAPHY

Manufacturer	Description	% Discount	Date of Price List
Anton-Bauer	Video production equipment	5.00%	Vitec 2018
Anvil Case Company	Video production equipment		
Autoscript	Video production equipment	5.00%	Vitec 2018
Boradcast Pix	Video production equipment	10.00%	Broadcast Pix 2018
Calzone Case	Video production equipment		
Canon Broadcast and Communications	Video production equipment		
Canon Digital Photography	Digital Photography Equipment		
Chimera	Video production equipment		
Clear-Com Intercom Systems	Video production equipment	10%/MSRP ACC	Clear-Com Price list Nov 2018
Compix	Video production equipment		
Contemporary Research	Video production equipment		
DJI	Video production equipment		
ESE	Video production equipment		
Epson	Digital Photography Equipment		
Focus Enhancements	Video production equipment		
Frezzi Energy Systems	Video production equipment		
Fujinon	Video production equipment	5% /MSRP acc	Fujinon 2018
Hitachi	Video production equipment	10.00%	Hitachi 2018
IDX	Video production equipment		
Ikegami	Video production equipment		
Lowell	Video production equipment		
Masterclock	Video production equipment		
Nikon	Digital Photography Equipment		
OnSync	Video production equipment		
Pelican Cases	Video production equipment		
Porta Brace	Video production equipment		
QTV	Video production equipment		
Ross Video	Video production equipment	10%/MAP ACC	Ross Video Prcie Lists. Oct 2018
Sachtler	Video production equipment	10.00%	Vitec 2018
Snell & Wilcox	Video production equipment		
Telex Intercom	Video production equipment		
Tiffen	Video production equipment		
Vaddio	Video production equipment	10.00%	Vaddio 2018 /Legrand letter
Vinton	Video production equipment	10.00%	Vitec 2018
Huddlecum	Select One	MSRP	JB&A Oct 2018
Logitech		MSRP	SYNNEX 10202018
NewBlue FX		MSRP	JB&A Oct 2018
Teradek	Select One	MSRP	Teradek 2018

Manufacturer Discount List

Live U	Select One	20%/MSRP ACC	Live U 10/23/2018
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VIDEO EDITING & POST-PRODUCTION

Manufacturer	Description	% Discount	Date of Price List
Adobe Systems	Video Editing & Post-Production		
AJA Video	Video Editing & Post-Production	10.00%	AJA PRICE Oct 2018
Apple Computer, Inc.	Video Editing & Post-Production		
Avid Technology, Inc.	Video Editing & Post-Production		
Boris FX	Video Editing & Post-Production		
Digimation	Video Editing & Post-Production		
Digital Juice	Video Editing & Post-Production		
Digital Rapids	Video Editing & Post-Production		
GTEC	Video Editing & Post-Production		
Inscriber	Video Editing & Post-Production		
Sonic Foundry	Video Editing & Post-Production		
Sonic Solutions	Video Editing & Post-Production		
Telestream	Video Editing & Post-Production		
Wacom	Video Editing & Post-Production		
Newtek	Video Editing & Post-Production	MSRP	JB&A Oct 2018
Data Video	Video Editing & Post-Production	5.00%	DataVideo MSRP Oct 2018
Matrox	Video Editing & Post-Production	MSRP	SYNNEX 10202018

MISCELLANEOUS INSTALLATION EQUIPMENT (See Instructions)

Manufacturer	Description	% Discount	Date of Price List
Ikan	Video lighting accessories, batteries & mounts	10.00%	SYNNEX 102202018
Cambridge Sound Management	sound masking	10.00%	Cambridge 2018
Lite Panels	Video lighting	10.00%	Vitec 2018
add Manufacturer	enter item description		
add Manufacturer	enter item description		

Description	% Discount
Average Discount PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT	9.90%

Manufacturer Discount List (*OEM Required)

PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT

* FULL LINE OF AV EQUIPMENT

Manufacturer	Description	% Discount	Date of Price List
JVC Professional Products Company	Full line of AV equipment	10.00%	JVC List Oct 2018
Magnavox	Full line of AV equipment		
Panasonic Broadcast & Television Systems	Full line of AV equipment	10%/MSRP ACC	SYNNEX 102018
Panasonic Professional	Full line of AV equipment	10%/MSRP ACC	SYNNEX 102018
Panasonic Consumer	Full line of AV equipment	10%/MSRP ACC	SYNNEX 102018
Pioneer	Full line of AV equipment		
Sony Broadcast & Business Solutions	Full line of AV equipment	10.00%	SYNNEX 102018
CANON	Full line of AV equipment	10.00%	SYNNEX 102018
Phillips	Full line of AV equipment	10.00%	SYNNEX 102018
add Manufacturer	Full line of AV equipment		

* CABLE SYSTEM - HEADEND & DISTRIBUTION

Manufacturer	Description	% Discount	Date of Price List
Adtec	Cable System		
Arris (formerly Ccor)	Cable system - headend & distribution		
AV Tool	Cable system - headend & distribution		
BAS	Cable system - headend & distribution		
Blonder Tongue Laboratories, Inc.	Cable system - headend & distribution		
C-Cor	Cable system - headend & distribution		
Cable Constructors, Inc. (CCI)	System Consulting & Engineering		
Cable Services Company / Inc.	System Consulting & Engineering		
Comcast	System Consulting & Engineering		
Drake	Cable system - headend & distribution		
Eagle	Cable system - headend & distribution		
Element Management	Cable system - headend & distribution		
Fiber Options (GE)	Cable system - headend & distribution		
Jerrold	Cable system - headend & distribution		
Maxnet	Cable system - headend & distribution		
MFC	Cable system - headend & distribution		
Motorola	Cable system - headend & distribution		
Olson Technology	Cable system - headend & distribution		
PCI	Cable system - headend & distribution		
QUINTECH	Cable system - headend & distribution		
Radiant Communications, Inc.	Cable system - headend & distribution		
RCI	Cable system - headend & distribution		
RCN	System Consulting & Engineering		
SageTV	Cable system - headend & distribution		
Scientific-Atlanta	Cable system - headend & distribution		
Sencore	Cable system - headend & distribution		
Standard Communication	Cable system - headend & distribution		
Tandberg Television	Cable system - headend & distribution		
Thomas & Betts	Cable system - headend & distribution		
Toner Cable	Cable system - headend & distribution		
Trompeter Electronics	Cable system - headend & distribution		
add Manufacturer	Select One		
add Manufacturer	Select One		
add Manufacturer	Select One		

* CONTROL SYSTEMS

Manufacturer	Description	% Discount	Date of Price List
AMX	AV equipment control system	10.00%	Synnex 102218 Contract

Manufacturer Discount List (*OEM Required)

Crestron Electronics, Inc.	AV equipment control system	15.00%	Crestron 2018
add Manufacturer	AV equipment control system		
add Manufacturer	AV equipment control system		
add Manufacturer	AV equipment control system		

* DISPLAYS, MONITORS & PROJECTORS

Manufacturer	Description	% Discount	Date of Price List
3M Visual Systems Division	Displays, Monitors & Projectors	5.00%	3M Oct 2018/Stampede
Barco	Displays, Monitors & Projectors	10%/MSRP ACC	Barco COLL/ENT.102418
Da-Lite Screen Company, Inc.	Projection Screens	10.00%	Dalite Oct 2018/Legrand
Draper	Projection Screens	10.00%	JB&A Oct 2018
LG	Displays, Monitors & Projectors	10%/MSRP ACC	SYNNEX 102018
Marshal Electronics	Displays, Monitors & Projectors	10.00%	Marshall 2018
Mitsubishi Digital Electronics America, Inc.	Displays, Monitors & Projectors		
NEC Display Solutions	Displays, Monitors & Projectors	10.00%	SYNNEX 102018
Sharp Electronics Corp.	Displays, Monitors & Projectors	10.00%	SYNNEX 102018
Samsung	Displays, Monitors & Projectors	10.00%	SYNNEX 102018
TV Logic	Displays, Monitors & Projectors		
Christie	Displays, Monitors & Projectors	10.00%	SYNNEX 102018
Epson	Displays, Monitors & Projectors	5.00%	SYNNEX 102018
add Manufacturer	Select One		

* RACK SYSTEMS & POWER MANAGEMENT

Manufacturer	Description	% Discount	Date of Price List
APC	Rack systems & power management	10.00%	Synnex 102218 Contract
Greenlee Textron	Rack systems & power management		
Hoffman	Rack systems & power management		
Pass and Seymour	Rack systems & power management		
Thomas and Betts	Rack systems & power management		
Sola Hevi-Duty	Rack systems & power management		
Middle Atlantic	Rack systems & power management	15.00%	Middle Atlantic 2018
add Manufacturer	Rack systems & power management		
add Manufacturer	Rack systems & power management		

* SATELLITE / MICROWAVE

Manufacturer	Description	% Discount	Date of Price List
Adtec	Satellite/Microwave		
AVCOM	Satellite uplink / downlink		
Harmonic Lightwaves	Satellite uplink / downlink		
MITEQ	Satellite uplink / downlink		
RCI - Research Concepts Inc.	Satellite uplink / downlink		
RF Central	Microwave equipment		
Skyline Communications	Satellite uplink / downlink		
Standard	Satellite uplink / downlink		
Tandberg	Satellite uplink / downlink		
Vertex RSI	Satellite uplink / downlink		
add Manufacturer	Select One		
add Manufacturer	Select One		
add Manufacturer	Select One		

MISCELLANEOUS INSTALLATION EQUIPMENT (See Instructions)

Manufacturer	Description	% Discount	Date of Price List
Ergotech	speaker and wall mounts	15.00%	SYNNEX 10202018
Ergotron	speaker and wall mounts	15.00%	SYNNEX 10202018
add Manufacturer	enter item description		
add Manufacturer	enter item description		

Manufacturer Discount List (*OEM Required)

add Manufacturer	enter item description		
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Description	% Discount
Average Discount (OEM Required) PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT	10.53%

Supplier Information

Date:	Dec 12 2018
Supplier Name:	The Lerro Corporation
Point of Contact:	Matthew Murphy
Address:	905 Madison Ave
City , State , Zip:	Norristwon Pa 19403
Phone Number:	610-650-4100
Fax Number:	610-650-4110
Email Address:	mattm@lerro.com

Description	Average % discount	* List	* Cost
Professional Multimedia & Cable Systems Equipment	10.21%	\$ 60,000.00	\$ 53,871.52
Maintenance and Services		\$ 5,000.00	\$ 5,000.00
		Total	\$ 58,871.52

*** Summary tab is for evaluation purposes only. It does not guarantee any products to be ordered or work to be performed.**

*** All quantities and costs are for evaluation purposes only. It does not guarantee any products to be ordered or work to be performed.**

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

A. General Information. The Issuing Office encourages participation by Small Diverse Businesses (SDB) and Small Businesses (SB) as prime contractors and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

- △ The business must be for-profit, United States business;
- △ The business must be independently owned;
- △ The business may not be dominant in its field of operation;
- △ The business may not employ more than 100 full-time or full-time equivalent employees;
- △ The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a SB must complete the Department of General Services (DGS)/Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) self-certification process. Additional information on this process can be found here: [Small Business Self-Certification.](#)

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found here: [Small Diverse Business Verification.](#)

An Offeror that qualifies as a SDB or SB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors. A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed here: [Find Small and Small Diverse Businesses.](#)

B. SDB and SB Participation Evaluation. BDISBO has established the minimum evaluation weight for the SDB and SB Participation criterion for this RFP as 20% of the total points.

- 1) The SDB and SB point allocation is based entirely on the percentage of the contract cost committed to SDB and SB participation. If the proposer is a SDB, 100% of the contract cost is allocated to SDB participation. If the proposer is a SB, 100% of the contract cost is allocated to SB participation.
- 2) A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no SDB or SB points.
- 3) Based on a maximum total of 200 available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

$$\text{SDB and SB Raw Score} = 200 (\text{SDB}\% + (1/3 * \text{SB } \%))$$

- 4) The SDB and SB Raw Score is capped at 200.

The Offeror with the highest raw score will receive 200 points. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth here:

[RFP Scoring Formula.](#)

- 5) The Offeror's prior performance in meeting its contractual obligations, SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the the limited purpose of eligibility to receive SDB and SB points.

Questions regarding the SDB and SB Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Room 601, North Office Building

Harrisburg, PA 17125

Phone: (717) 783-3119

Fax: (717) 787-7052

[Email: RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)

[Website: www.dgs.pa.gov](http://www.dgs.pa.gov)

C. SDB/SB Participation Submittal. All Offerors are required to submit the attached SDB/SB Participation Submittal Form in its entirety and related Letter(s) of Intent. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date and time. BDISBO reserves the right to adjust overall SDB or SB commitments to correctly align with the SDB or SB status of a prime contractor or subcontractor as of the solicitation due date and time, and also to reflect the correct sum of individual subcontracting commitments listed within the Letters of Intent.**

If there are multiple Letters of Intent, please combine them into one document and upload them with your response. The Letter(s) of Intent must be signed by both the Offeror and the SDB or SB for each of the identified SDB or SB subcontractors. Please use the attached Letter of Intent template and include all highlighted information.

Each SDB or SB commitment credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Offeror.

Offerors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Offerors will not receive credit for stating that they will find a SDB or SB after the contract is awarded.

Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB Status or entitle an Offeror to receive credit for SDB or SB participation.

D. Contract Requirements.

All contracts containing SDB and SB Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of proposal submittal, BAFO, or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. All SDB and SB subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
3. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.
4. SDB and SB commitments must be maintained in the event the contract is assigned to another prime contractor.
5. The selected Offeror and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the SDB and/or SB to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided as an attachment – **Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - a) The specific work, supplies or services the SDB and/or SB will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

- b) The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime contract.
 - c) Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 - d) Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB's and/or SB's participation in the project.
6. If the selected Offeror and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
7. The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
8. The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
9. If the Selected Offeror fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's SDB and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description:	<i>Profesional Broadcast Audio Visual & MultiMedia RFP</i>		
RFP #:	<i>6100046056</i>		
Proposal Due Date:	<i>Oct 30 2018</i>		
Commonwealth Agency Name:	<i>Department of General Services</i>		

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name:	<i>Lerro Corportion</i>		
Offeror Contact Name:	<i>Matthew Murphy</i>	Email:	<i>mattm@lerro.com</i>
Title:	<i>President</i>	Phone:	<i>610-650-4100</i>

Is your firm a DGS-Verified Small Diverse Business? **NO** ▼ **Verif Exp:**

Is your firm a DGS-Self-Certified Small Business? **YES** ▼ **Cert Exp:** *3/31/2020*

To confirm your company's SDB/SB status and expiration, please click or use the following link:
<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

0.000%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department’s directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: Lerro Corportion

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/ Renewals? (YES/NO)
N/A	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼

Total SDB % Commitment: 0.000%

Total SB % Commitment: 0.000%

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize **N/A**
on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

[Identify the specific time periods during the initial contract term and any extensions, options and renewals when the work, goods or services will be provided or performed]

Identify the specific work, goods or services the SDB/SB will perform below:

[Identify the specific work, goods or services the SDB/SB will perform]

These services represent _____ of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated _____ during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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These services represent [redacted] of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated [redacted] during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]



CLARIFICATION LETTER

November 5, 2018

The Lerro Corporation
Patrick Bucher
PatB@Lerro.com

RE: Department of General Services **RFP # 6100046056**

Dear Patrick:

The Department of General Services is performing its preliminary evaluation of proposals received in response to the Professional Broadcast Audio Visual & Multimedia Equipment RFP# 6100046056 issued on September 25, 2018. So that the Office may complete the preliminary evaluation, we have determined a need for administrative clarification of your proposal, as follows:

1. The Commonwealth requests the following documents be resubmitted:
 - a. COSTARS Program Form (if applicable)
 - b. Small Diverse Business and Small Business Participation Submittal

2. The Commonwealth requests that The Lerro Corporation confirm that all equipment in its proposal complies with the following language from the Technical Submittal regarding software license agreements:
 3. The selected Offeror shall not provide equipment that requires commercially available software for its use through the Contract resulting from this RFP unless the Commonwealth has entered into a software license agreement with the software licensor. See **Appendix E, Software Requirements Agreement.**
Offeror Response

3. The Commonwealth requests a redacted version of The Lerro Corporation's proposal due to the sections listed in your response to - Trade Secret & Proprietary Information Notice

Please provide a complete response to this issue no later than **November 8, 2018 at 1:00PM** via electronic e-mail to RA-GSITPROCUREMENT@pa.gov. Thank you for your assistance.

Sincerely,

Amy McFadden

Issuing Officer

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE [INSERT NAME OF AGENCY]
AND
[The Lerro Corporation]**

This Software/Services License Requirements Agreement (“Agreement”) by and between [insert full name of Licensor] (“Licensor”) and the Commonwealth of Pennsylvania, acting by and through the [insert name of Agency] (“Commonwealth”) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

1. **Order of Precedence.** The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”

2. **Enterprise Language:**
 - (a) The parties agree that more than one agency of the Commonwealth (“Commonwealth Agency”) may license products subject to this Agreement, provided that the procurement of any Licensed Products by any Commonwealth Agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each Commonwealth Agency seeking to use the Licensed Products.

 - (b) The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the [Commonwealth Procurement Code, 62 Pa. C. S. § 103](#), the terms and conditions of this Agreement apply to the procurement of any Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase order or other procurement document without further need for execution.

3. **List of Licensed Products.**

- (a) Attached hereto and made a part of this Agreement by reference is Attachment 1, which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on Attachment 1 may be updated by the Licensor providing the Commonwealth with a revised Attachment 1 that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth's reseller with a copy of Licensor's notification to update Attachment 1.
- (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.
4. **Choice of Law/Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof.
5. **Indemnification/Immunity.** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
6. **Patent, Copyright, Trademark and Trade Secret Protection.**
- (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give the Licensor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth](#)

Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (“OAG”) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth’s consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys’ fees, if such are made necessary by the Licensor’s request) incurred by the Commonwealth for such support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor’s obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by the Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor’s written request, it shall be at the Licensor’s expense, but the responsibility for such expense shall be only that within the Licensor’s written authorization.
- (d) If, in the Licensor’s opinion, any Licensed Product furnished hereunder is likely to or do become subject to a claim of infringement of a United States patent, copyright, trade dress or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor’s obligation to satisfy any final award, the Licensor may, at its option and expense:

- (i) substitute functional equivalents for the alleged infringing Licensed Product, or
 - (ii) obtain the rights for the Commonwealth to continue the use of such Licensed Product.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either:
 - (i) procure the right to continue use of such infringing Licensed Products;
 - (ii) replace them with non-infringing items; or
 - (iii) modify them so that they are no longer infringing.
- (f) If the use of any Licensed Product is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e) above, the Licensor, upon return of the Licensed Product, agrees to refund to the Commonwealth:
 - (i) the license fee paid for the infringing Licensed Product, less the amount for the period of usage of the Licensed Product; and
 - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this section survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this section for:
 - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products
 - (iii) use of any Licensed Product after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
 - (iv) use of any Licensed Product in other than the specified operating environment;

- (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the Licensed Products, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (vi) infringement of a non-Licensed Product alone;
 - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
 - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

7. Virus, Malicious, Mischievous or Destructive Programming.

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.
- (b) The Licensor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

8. Limitation of Liability.

- (a) The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the twelve (12)-month period

prior to the event giving rise to the damage claim. This limitation does not apply to damages:

- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) to real property or tangible personal property for which the Licensor is legally liable;
 - (v) Under **Section 6**, Patent, Copyright, Trade Secret and Trademark Protection;
 - (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
 - (vii) under **Section 7**, Virus, Malicious, Mischievous or Destructive Programming.
- (b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

9. Payment.

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

10. Termination.

- (a) The Licensor may not terminate for non-payment of an order issued through a reseller contract or another procurement document that controls payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar days'** prior written notice ("Notice of Termination") whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth ("Termination for Convenience").

11. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's

IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, the Licensor must provide written confirmation to the office designated by the applicable Commonwealth Agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the Commonwealth Agency consents, in writing, prior to the access being provided. The Commonwealth Agency may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.
- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the applicable Commonwealth Agency and the Department of General Services set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#), *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

12. Confidentiality.

- (a) Definition. "Confidential Information:"
 - (i) For the Commonwealth: All data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.

- (ii) For the Licensor: All information identified in writing by the Licensor as confidential or proprietary to Licensor or its subcontractors.
- (b) Confidential Information. All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information which:
- (i) is developed by the other party without violating the disclosing party's proprietary rights,
 - (ii) is or becomes publicly known (other than through unauthorized disclosure),
 - (iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
 - (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor, or
 - (v) is rightfully received by the disclosing party free of any obligation of confidentiality.
- (c) Obligations. Each party shall:

- (i) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
 - (ii) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
 - (iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
 - (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
- (e) Submitting Confidential Information to the Commonwealth. The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare an un-redacted version of the appropriate document;
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;
 - (iii) Prepare a signed written statement that states:
 - (1) the attached document contains confidential or proprietary information or trade secrets;
 - (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, 65 P.S. § 67.707(b); and

- (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, 65 P.S. § 67.708(b)(11) from public records requests; and
- (iv) Submit the **two (2)** documents with the signed written statement to the Commonwealth.
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to the Commonwealth's Confidential Information and/or Data, the Licensor shall comply with the requirements of subsection (e).
- (g) Not confidential. Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

13. Sensitive Information

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
 - (i) Maintaining a valid and up to date registrations and certifications; and
 - (ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

- 14. Publicity/Advertisement.** The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth Agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

15. Portability. The parties agree that a Commonwealth Agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth Agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

16. Taxes-Federal, State and Local.

- (a) 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 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 section 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.
- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, [72 P. S. § 1507](#), (relating to Interest Penalties on Commonwealth Accounts) and accompanying regulations [4 Pa. Code §§ 2.31—2.40](#) (relating to Interest Penalties for Late Payments).

17. Commonwealth Audit Responsibilities.

- (a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or procurement document.
- (b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the

Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

18. **Right-to-Know Law.** The Pennsylvania *Right-to-Know Law*, Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ 67.101—3104 (“RTKL”), applies to this Agreement.
19. **Third-Party Software.** If a Licensed Product utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third-party software, does not agree to any terms and conditions of the third-party software agreements that are inconsistent with or supplemental to this Agreement.
20. **Attorneys’ Fees.** The Commonwealth will not pay attorneys’ fees incurred by or paid by the Licensor.
21. **Controversies.**
 - (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Agreement or a purchase order, the Licensor, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
 - (b) If the Licensor 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 Licensor. The contracting officer shall send a written determination to the Licensor. 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 **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 Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement, purchase order or other procurement document.
- 22. Signatures.** The fully executed Agreement may not contain ink signatures by the Commonwealth. In that event, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- 23. Travel.** The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), [Commonwealth Travel Policy](#), and [Manual 230.1, Commonwealth Travel Procedures Manual](#).
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties. Other terms and conditions or additional terms and conditions included or referenced in the Licensor'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 Licensor and not binding on the Commonwealth. No modification of this Agreement will be effective unless in writing and signed by both Parties.
- 25. Notice.** Any written notice to any party under this Agreement 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, sent to the address such party may designate by notice given pursuant to this section.
- 26. Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the

provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

27. **Waiver.** Failure to enforce any provision will not constitute a waiver.
28. **Severability.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
29. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
30. **Integration.** This Agreement, including all exhibits and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, 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 this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:


Signature 10/30/18
Date

Patrick Bucher
Printed Name

Sr. ACCT MGR.
Title

Licensor:


Signature 10/29/2018
Date

MATTHEW MURPHY
Printed Name

President.
Title

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

COMMONWEALTH OF PENNSYLVANIA

See Section 22
Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

See Section 22
Office of Chief Counsel

See Section 22
Office of General Counsel

See Section 22
Office of Attorney General

APPROVED:

See Section 22
Office of the Budget, Office of Comptroller Operations

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, additional Licensed Products may be added to this attachment by the Licensor providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):

- None at this time

From: Pat Bucher
To: [McFadden, Amy](#)
Cc: [Matthew Murphy](#)
Subject: Clarification - the Lerro Group
Date: Thursday, November 8, 2018 10:00:55 AM
Attachments: [Lerro COSTARS Signed 102918.pdf](#)
[Lerro SDBSB Participation Submittal_JAGGAER 012218.xlsx](#)
[Appendix E Software Signed Oct 30 2018.pdf](#)
[Lerro Trade Secrets.Oct 29 2018.pdf](#)
Importance: High

Hello Amy,

Responses Highlighted in yellow below

CLARIFICATION LETTER

November 5, 2018

The Lerro Corporation

Patrick Bucher

PatB@ Lerro.com

RE: Department of General Services **RFP #** 6100046056

Dear Patrick:

The Department of General Services is performing its preliminary evaluation of proposals received in response to the Professional Broadcast Audio Visual & Multimedia Equipment RFP# 6100046056 issued on September 25 ,2018. So that the Office may complete the preliminary evaluation, we have determined a need for administrative clarification of your proposal, as follows:

1. The Commonwealth requests the following documents be resubmitted:

- a. COSTARS Program Form (if applicable) See attached
[Lerro COSTARS Signed 102918.pdf](#)
- b. Small Diverse Business and Small Business Participation Submittal See attached
[Lerro SDBSB. Participation Submittal JAGGAER 12218.xlsx.](#)

2. The Commonwealth requests that The Lerro Corporation confirm that all equipment in its proposal complies with the following language from the Technical Submittal regarding software license agreements:

3. The selected Offeror shall not provide equipment that requires commercially available software for its use through the Contract resulting from this RFP unless the Commonwealth has entered into a software license agreement with the software licensor. See **Appendix E, Software Requirements Agreement.**

Offeror Response *In RFP 6100046056 responses . It was indicated we can ADD manufactures. . Also, The RFP states we can add every 6 mos and we can send signed Document E comply as agency equipment is needed along with MFGS we offered.! In the meantime we shall not place any software or licenses on an agencies network. In many cases these entities reside and operate on AV contractors supplied or OFE private network.*

May we ADD manufactures that we recommend in the categories on Appendix A Mfgs lists.

Therefore , we shall submit Appendix E to each manufacture and have them sign as Licensor if the products are subject to terms of the document Appendix E where applicable

See attached copy of Appendix E signed Oct 30 2018. No changes and states "None at this time".

3. The Commonwealth requests a redacted version of The Lerro Corporation's proposal due to the sections listed in your response to - Trade Secret & Proprietary Information Notice

Redacted statement: Lerro shall comply All terms and condition we agree upon of the RFP 6100046056 with the exception of our References are not distributed on the document attached above..

"References are for Commonwealth Agencies only not for distribution to outside agencies, vendors or manufacturers represented in RFQ 6100046056.

APPENDIX C

PROJECT REFERENCES TEMPLATE 2018

RFQ 6100046056.

- See attached Lerro Trade Secrets. **Lerro Trade Secrets .Oct 29 2018.Pdf**

Please provide a complete response to this issue no later than **November 8, 2018 at 1:00PM** via electronic e-mail to RA-GSITPROCUREMENT@pa.gov. Thank you for your assistance.

Sincerely,

Amy McFadden

Issuing Officer

We hope this is what information you require. With given ample notice to reply, we do our best to respond to any questions you may have.

Thank you for the opportunity to continue to serve under the existing contracts for last 5 years.

Sincerely

Cc; Matthew Murphy . President

Patrick Bucher - CTS
Sr Account Manager
Phone: 717-763-1580
patb@lerro.com
[www:Lerro.com](http://www.Lerro.com)

Lerro Corporate Headquarters
905 Madison Ave.
Norristown, PA 19403
Phone: 610-650-4100
Fax: 610-650-4110

Harrisburg Office
3510 Margo Road
Camp Hill, PA 17011
Phone: 717-763-1580

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From: McFadden, Amy [<mailto:ammcfadden@pa.gov>]
Sent: Monday, November 05, 2018 8:55 AM
To: Pat Bucher <patb@lerro.com>
Cc: Matthew Murphy <mattm@lerro.com>
Subject: FW: Clarification - the Lerro Group

Please see the attached clarification letter. Thank you.

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.

The Lerro Corporation
Corporate or Legal Entity Name

 10/29/2018
Signature/Date

President
Printed Name/Title

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

A. General Information. The Issuing Office encourages participation by Small Diverse Businesses (SDB) and Small Businesses (SB) as prime contractors and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

- △ The business must be for-profit, United States business;
- △ The business must be independently owned;
- △ The business may not be dominant in its field of operation;
- △ The business may not employ more than 100 full-time or full-time equivalent employees;
- △ The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a SB must complete the Department of General Services (DGS)/Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) self-certification process. Additional information on this process can be found here: [Small Business Self-Certification.](#)

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found here: [Small Diverse Business Verification.](#)

An Offeror that qualifies as a SDB or SB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors. A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed here: [Find Small and Small Diverse Businesses.](#)

B. SDB and SB Participation Evaluation. BDISBO has established the minimum evaluation weight for the SDB and SB Participation criterion for this RFP as 20% of the total points.

- 1) The SDB and SB point allocation is based entirely on the percentage of the contract cost committed to SDB and SB participation. If the proposer is a SDB, 100% of the contract cost is allocated to SDB participation. If the proposer is a SB, 100% of the contract cost is allocated to SB participation.
- 2) A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no SDB or SB points.
- 3) Based on a maximum total of 200 available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

$$\text{SDB and SB Raw Score} = 200 (\text{SDB}\% + (1/3 * \text{SB } \%))$$

- 4) The SDB and SB Raw Score is capped at 200.

The Offeror with the highest raw score will receive 200 points. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth here:

[RFP Scoring Formula.](#)

- 5) The Offeror's prior performance in meeting its contractual obligations, SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the the limited purpose of eligibility to receive SDB and SB points.

Questions regarding the SDB and SB Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Room 601, North Office Building

Harrisburg, PA 17125

Phone: (717) 783-3119

Fax: (717) 787-7052

[Email: RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)

[Website: www.dgs.pa.gov](http://www.dgs.pa.gov)

C. SDB/SB Participation Submittal. All Offerors are required to submit the attached SDB/SB Participation Submittal Form in its entirety and related Letter(s) of Intent. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date and time. BDISBO reserves the right to adjust overall SDB or SB commitments to correctly align with the SDB or SB status of a prime contractor or subcontractor as of the solicitation due date and time, and also to reflect the correct sum of individual subcontracting commitments listed within the Letters of Intent.**

If there are multiple Letters of Intent, please combine them into one document and upload them with your response. The Letter(s) of Intent must be signed by both the Offeror and the SDB or SB for each of the identified SDB or SB subcontractors. Please use the attached Letter of Intent template and include all highlighted information.

Each SDB or SB commitment credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Offeror.

Offerors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Offerors will not receive credit for stating that they will find a SDB or SB after the contract is awarded.

Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB Status or entitle an Offeror to receive credit for SDB or SB participation.

D. Contract Requirements.

All contracts containing SDB and SB Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of proposal submittal, BAFO, or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. All SDB and SB subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
3. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.
4. SDB and SB commitments must be maintained in the event the contract is assigned to another prime contractor.
5. The selected Offeror and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the SDB and/or SB to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided as an attachment – **Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - a) The specific work, supplies or services the SDB and/or SB will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

- b) The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime contract.
 - c) Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 - d) Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB's and/or SB's participation in the project.
6. If the selected Offeror and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
7. The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
8. The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
9. If the Selected Offeror fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's SDB and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description:	<i>Profesional Broadcast Audio Visual & MultiMedia RFP</i>
RFP #:	<i>6100046056</i>
Proposal Due Date:	<i>Oct 30 2018</i>
Commonwealth Agency Name:	<i>Department of General Services</i>

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name:	<i>Lerro Corportion</i>		
Offeror Contact Name:	<i>Matthew Murphy</i>	Email:	<i>mattm@lerro.com</i>
Title:	<i>President</i>	Phone:	<i>610-650-4100</i>

Is your firm a DGS-Verified Small Diverse Business?	NO ▼	Verif Exp:	
Is your firm a DGS-Self-Certified Small Business?	YES ▼	Cert Exp:	<i>3/31/2020</i>

To confirm your company's SDB/SB status and expiration, please click or use the following link:
<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

0.000%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: Lerro Corportion

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/Renewals? (YES/NO)
N/A	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼

Total SDB % Commitment: 0.000%

Total SB % Commitment: 0.000%

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize **N/A**
on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

[Identify the specific time periods during the initial contract term and any extensions, options and renewals when the work, goods or services will be provided or performed]

Identify the specific work, goods or services the SDB/SB will perform below:

[Identify the specific work, goods or services the SDB/SB will perform]

These services represent [] of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated [] during the initial contract term.

The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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The above-referenced SDB/SB represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to the Offeror for its SDB/SB submission.

We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

X

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

MM/DD/YYYY

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]
[Address]
[City, State, Zip]
[Email]
[Phone #]

Offeror: Lerro Corportion
RFP: 6100046056

Dear: [SDB/SB Contact Name]

This letter serves as confirmation of the intent of this offeror to utilize [redacted] on the above-referenced RFP issued by **Department of General Services**

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We look forward to the opportunity to serve **Department of General Services** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Matthew Murphy
President
Lerro Corportion
610-650-4100

Acknowledged,

X

[SDB/SB Contact Name]
[Title]
[SDB/SB Company Name]

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.


Signature

President

Title

103018

Date

THE LERRO CORPORATION

Professional & Broadcast Multimedia & AV Equipment

***905 Madison Ave
Norristown, Pa 19403
610-650-4100
www: Lerro.com***

Lerro 1 Year Systems Warranty

Lerro installed systems are covered under 1 year warranty. The Lerro Corporation meets and sometimes exceeds manufactures warranties when installed in a system if the product is only covered for 90 days by the manufacturer. Most manufactures cover components at least 1 year. If not covered for 1 Year we shall add the cost of the manufactures warranty to the line item or per **Contract RFQ 6100046056**

All LERRO installed systems are covered by a combination of the manufactures depot warranty and Lerro installation workmanship for 1 year. Our workmanship, installation, programming, cabling are covered for 1 year upon completion free of charge.

SYSTEMS warranty begins at the time of beneficial use of a component prior to or completion or on systems sign off by your project manager or end user. .

If a component fails in a system, we shall schedule on site service to diagnose the problem after phone qualification of the problem. If the component is defective, we shall remove and service at our depot in Norristown, Pa or sent to the manufacturer. Loaners & Extended Service contracts may be negotiated as an additional service where applicable.

If a component installed by Lerro is deemed defective by misuse, act of god, system or component tampering, operator error, damaged in handling our hourly commercial rate of **\$100.00** hour for service portal-portal becomes effective and is billable to the customer who requires a purchase order or credit card to initiate service call. Free of charge, we shall make every precaution to phone /electronically qualify the problem from our office(s) prior to scheduling on site service. **\$100.00 per hour for Programming**

Systems warranty does not cover ALL items not supplied by Lerro. (OFE) (*Owner furnished equipment*). System does not cover consumable items. E.g. Software, Lamps, media, tape, discs, drives, USB drives, rechargeable batteries or similar devices.

All items are subject to manufactures warranty for depot service.

Please contact us for optional extended warranty proposal per coverage required,

If you need further explanation, feel free to call us and we'll be glad to answer any questions or concerns on our services.

Thank you

Matthew Murphy
President
The Lerro Corporation.

APPENDIX B - CAPABILITY ATTESTATION FORM

I, Matthew Murphy President with The Lerro Corporation (referred to hereinafter as "Offeror") attest to the following:

Minimum Certifications:

In order for an Offeror to be eligible to submit a response to this RFP:

A. The Offeror must be an Original Equipment Manufacturer ("OEM") or Authorized Reseller of the OEM where specified in *Appendix A, Cost Submittal*.

B. The Offeror must have a performance history of no less than five (5) years and have a minimum of one (1) million dollars in annual revenue.

NOTE: Lerro is an AUTHORIZED RESELLER of Products listed as qualified to install, program and train once system is complete.

C. The Offeror must have the following certifications to provide consulting, design and build services for AV installations. Please check applicable box for certifications acquired.

AV Room Installations such as conference rooms, training rooms, boardrooms, auditoriums and control centers:

- InfoComm International Association (ICIA) Gold or Higher Certified
- ICIA Certified Technology Specialist (CTS-D) designers
- ICIA Certified Technology Specialist (CTS-I) installers

For designs using the following control systems, the Offeror must have a programmer on staff with the following certifications:

- AMX ACE Certified Programmer
- Crestron Certified Programmer

Digital Asset Management, Storage Area Network (SAN), Network Attached Storage (NAS) and computer network-based broadcast video systems:

- Microsoft Certified System Engineer (MCSE) and Microsoft Certified System Administrator (MCSA) certified or higher network engineers on staff

For Digital Cable Upgrades and Installations, the Offeror must meet the Society of Cable Telecommunications Engineers (SCTE) standards for Digital Cable Systems.

I verify that the statements and information contained in this attestation are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).


Signature

Oct 30 2018
Date

APPENDIX D - DEDICATED CONTACTS

INSTRUCTIONS

1.) Fill in as defined in the Technical Submittal for RFP 6100046056 (Qualifications)

Dedicated Contacts

	Name	Email	Phone
Account Manager	Patrick Bucher or Matthew Murphy	PatB@Lerro.com mattm@lerro.com	717-763-1580 610-650-4100
Service Manager	Mark Murphy	markm@lerro.com	610-650-4100
Service Desk Number	George Strickler	georges@lerro.com	610-650-4100



LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

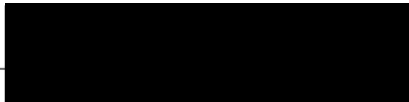
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

SIGNATURE: _____



TITLE: _____

President

DATE: _____

10/30/18

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Matthew Murphy President of The Lerro Corporation a Pennsylvania corporation or other legal entity, ("Contractor") located at 905 Madison Ave Norristown Pa 19403 , having a Social Security or Federal Identification Number of 23-1603065 , do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____


[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

 10/30/18

gn
Patrick Bucher
Printed Name/Title S.R. ACCT MGR.

The Lerro Corporation
 10/29/2018

Matthew Murphy President

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

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

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

I. REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

II. CALCULATION OF PREFERENCE

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

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

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
	Black Magic Design	Singapore
	Vaddio	Minnetonka ,Minn
	Pansasonic	Japan
	Anton Bauerer	Shelton ,Ct
	Autoscript	United Kingdom
	ClearCom	Poway,Ca
	Fujinon	Japan
	Ross Video	Iroquois Ont Canada
	Telex Intercom	Lincoln, NE

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: _____

- 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: 905 Madison Ave Norristown, Pa 19403
 - 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: 1961
 - (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: _____

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>The Lerro Corporation</i>	
[REDACTED]	
<i>Matthew Murphy President</i>	<i>Oct 29 2018</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment


The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

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If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.


Signature

President

Title

103018

Date

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.

The Lerro Corporation
Corporate or Legal Entity Name

 10/29/2018
Signature/Date

President
Printed Name/Title

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE [INSERT NAME OF AGENCY]
AND
[The Lerro Corporation]**

This Software/Services License Requirements Agreement (“Agreement”) by and between [insert full name of Licensor] (“Licensor”) and the Commonwealth of Pennsylvania, acting by and through the [insert name of Agency] (“Commonwealth”) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

1. **Order of Precedence.** The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”

2. **Enterprise Language:**
 - (a) The parties agree that more than one agency of the Commonwealth (“Commonwealth Agency”) may license products subject to this Agreement, provided that the procurement of any Licensed Products by any Commonwealth Agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each Commonwealth Agency seeking to use the Licensed Products.

 - (b) The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the [Commonwealth Procurement Code, 62 Pa. C. S. § 103](#), the terms and conditions of this Agreement apply to the procurement of any Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase order or other procurement document without further need for execution.

3. **List of Licensed Products.**

- (a) Attached hereto and made a part of this Agreement by reference is Attachment 1, which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on Attachment 1 may be updated by the Licensor providing the Commonwealth with a revised Attachment 1 that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth's reseller with a copy of Licensor's notification to update Attachment 1.
- (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.
4. **Choice of Law/Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof.
5. **Indemnification/Immunity.** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
6. **Patent, Copyright, Trademark and Trade Secret Protection.**
- (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give the Licensor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth](#)

Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (“OAG”) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth’s consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys’ fees, if such are made necessary by the Licensor’s request) incurred by the Commonwealth for such support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor’s obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by the Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor’s written request, it shall be at the Licensor’s expense, but the responsibility for such expense shall be only that within the Licensor’s written authorization.
- (d) If, in the Licensor’s opinion, any Licensed Product furnished hereunder is likely to or do become subject to a claim of infringement of a United States patent, copyright, trade dress or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor’s obligation to satisfy any final award, the Licensor may, at its option and expense:

- (i) substitute functional equivalents for the alleged infringing Licensed Product, or
 - (ii) obtain the rights for the Commonwealth to continue the use of such Licensed Product.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either:
 - (i) procure the right to continue use of such infringing Licensed Products;
 - (ii) replace them with non-infringing items; or
 - (iii) modify them so that they are no longer infringing.
- (f) If the use of any Licensed Product is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e) above, the Licensor, upon return of the Licensed Product, agrees to refund to the Commonwealth:
 - (i) the license fee paid for the infringing Licensed Product, less the amount for the period of usage of the Licensed Product; and
 - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this section survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this section for:
 - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products
 - (iii) use of any Licensed Product after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
 - (iv) use of any Licensed Product in other than the specified operating environment;

- (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the Licensed Products, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (vi) infringement of a non-Licensed Product alone;
 - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
 - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

7. Virus, Malicious, Mischievous or Destructive Programming.

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.
- (b) The Licensor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

8. Limitation of Liability.

- (a) The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the twelve (12)-month period

prior to the event giving rise to the damage claim. This limitation does not apply to damages:

- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) to real property or tangible personal property for which the Licensor is legally liable;
 - (v) Under **Section 6**, Patent, Copyright, Trade Secret and Trademark Protection;
 - (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
 - (vii) under **Section 7**, Virus, Malicious, Mischievous or Destructive Programming.
- (b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

9. Payment.

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

10. Termination.

- (a) The Licensor may not terminate for non-payment of an order issued through a reseller contract or another procurement document that controls payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar days'** prior written notice ("Notice of Termination") whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth ("Termination for Convenience").

11. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's

IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, the Licensor must provide written confirmation to the office designated by the applicable Commonwealth Agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the Commonwealth Agency consents, in writing, prior to the access being provided. The Commonwealth Agency may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.
- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the applicable Commonwealth Agency and the Department of General Services set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#), *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

12. Confidentiality.

- (a) Definition. "Confidential Information:"
 - (i) For the Commonwealth: All data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.

- (ii) For the Licensor: All information identified in writing by the Licensor as confidential or proprietary to Licensor or its subcontractors.

- (b) Confidential Information. All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information which:
 - (i) is developed by the other party without violating the disclosing party's proprietary rights,
 - (ii) is or becomes publicly known (other than through unauthorized disclosure),
 - (iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
 - (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor, or
 - (v) is rightfully received by the disclosing party free of any obligation of confidentiality.

- (c) Obligations. Each party shall:

- (i) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
 - (ii) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
 - (iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
 - (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
- (e) Submitting Confidential Information to the Commonwealth. The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare an un-redacted version of the appropriate document;
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;
 - (iii) Prepare a signed written statement that states:
 - (1) the attached document contains confidential or proprietary information or trade secrets;
 - (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, 65 P.S. § 67.707(b); and

- (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, 65 P.S. § 67.708(b)(11) from public records requests; and
- (iv) Submit the **two (2)** documents with the signed written statement to the Commonwealth.
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to the Commonwealth's Confidential Information and/or Data, the Licensor shall comply with the requirements of subsection (e).
- (g) Not confidential. Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

13. Sensitive Information

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
 - (i) Maintaining a valid and up to date registrations and certifications; and
 - (ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

- 14. Publicity/Advertisement.** The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth Agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

15. Portability. The parties agree that a Commonwealth Agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth Agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

16. Taxes-Federal, State and Local.

- (a) 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 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 section 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.
- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, [72 P. S. § 1507](#), (relating to Interest Penalties on Commonwealth Accounts) and accompanying regulations [4 Pa. Code §§ 2.31—2.40](#) (relating to Interest Penalties for Late Payments).

17. Commonwealth Audit Responsibilities.

- (a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or procurement document.
- (b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the

Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

18. **Right-to-Know Law.** The Pennsylvania *Right-to-Know Law*, Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ 67.101—3104 (“RTKL”), applies to this Agreement.
19. **Third-Party Software.** If a Licensed Product utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third-party software, does not agree to any terms and conditions of the third-party software agreements that are inconsistent with or supplemental to this Agreement.
20. **Attorneys’ Fees.** The Commonwealth will not pay attorneys’ fees incurred by or paid by the Licensor.
21. **Controversies.**
 - (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Agreement or a purchase order, the Licensor, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
 - (b) If the Licensor 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 Licensor. The contracting officer shall send a written determination to the Licensor. 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 **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 Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement, purchase order or other procurement document.
- 22. Signatures.** The fully executed Agreement may not contain ink signatures by the Commonwealth. In that event, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- 23. Travel.** The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), [Commonwealth Travel Policy](#), and [Manual 230.1](#), [Commonwealth Travel Procedures Manual](#).
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties. Other terms and conditions or additional terms and conditions included or referenced in the Licensor'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 Licensor and not binding on the Commonwealth. No modification of this Agreement will be effective unless in writing and signed by both Parties.
- 25. Notice.** Any written notice to any party under this Agreement 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, sent to the address such party may designate by notice given pursuant to this section.
- 26. Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the

provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

27. **Waiver.** Failure to enforce any provision will not constitute a waiver.
28. **Severability.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
29. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
30. **Integration.** This Agreement, including all exhibits and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, 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 this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:


Signature 10/30/18
Date

Patrick Bucher
Printed Name

Sr. ACCT MGR.
Title

Licensor:


Signature 10/29/2018
Date

MATTHEW MURPHY
Printed Name

President.
Title

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

COMMONWEALTH OF PENNSYLVANIA

See Section 22
Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

See Section 22
Office of Chief Counsel

See Section 22
Office of General Counsel

See Section 22
Office of Attorney General

APPROVED:

See Section 22
Office of the Budget, Office of Comptroller Operations

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, additional Licensed Products may be added to this attachment by the Licensor providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):

- None at this time

Technical Submittal

I. **Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for Professional Broadcast, Audio Visual (AV), and Multimedia Equipment and other related services. This multiple award contract will meet the requirements detailed in **Section VI** of this RFP. The selected Offerors shall have the opportunity, through the submission of quotes, to provide Professional Broadcast, Audio Visual, and Multimedia Equipment and related to services to Commonwealth agencies and locations across the Commonwealth.

II. Objectives.

A. **General.** The Commonwealth of Pennsylvania (“Commonwealth”) intends to award multiple contracts for the Outright Purchase or rent of Professional Broadcast, AV and Multimedia System Equipment, Accessories, Software and Supplies, to responsive and responsible Offerors who are able to meet the requirements of this RFP.

B. **Specific.** The contracts will cover the requirements of Professional Broadcast, AV and Multimedia Equipment, Supplies, Installation, Maintenance and Upgrades for all using Agencies. This includes but is not limited to equipment for: video production, editing and post-production; digital still photography, video/audio signal processing, encoding, monitoring and testing; video routers and servers; satellite uplink/downlink and microwave; digital asset management (DAM) and media asset management MAM systems; digital signage; cable system head end and distribution; AV conference/training rooms; AV control systems; displays, monitors and projectors; acoustic and audio. All equipment purchased under this Contract must be certified for professional use. Specific equipment and services for this Contract will require the Offeror to be an Original Equipment Manufacturer (OEM) or Authorized Reseller of the OEM. See **Appendix A, Cost Submittal** for OEM required equipment and services. Where required, provide.

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

Offeror Response

Lerro shall comply and may offer custom OEM solutions upon request.

IV. Qualifications.

A. **Company Overview.** The Offeror shall provide an overview of the company. For AV System Design and Build, the Offeror shall have and submit proof of the following certifications to be eligible to provide consulting, design and build services for AV installations through these contracts. Offerors shall complete **Appendix B, Capability Attestation Form**. The following certifications must be submitted with your response in writing with resumes for key team members;

1. AV Room Installations such as conference rooms, training rooms, boardrooms, auditoriums and control centers:

- a. InfoComm International Association (ICIA) Gold or Higher Certified
- b. ICIA Certified Technology Specialist (CTS-D) designers

- c. ICIA Certified Technology Specialist (CTS-I) installers
- 2. For designs using the following control systems, the Offeror must have a programmer on staff with the following certifications:
 - a. AMX ACE Certified Programmer
 - b. Crestron Certified Programmer
- 3. Digital Asset Management, Storage Area Network (SAN), Network Attached Storage (NAS) and computer network-based broadcast video systems:
 - a. Microsoft Certified System Engineer (MCSE) and Microsoft Certified System Administrator (MCSA) certified or higher network engineers on staff.
- 4. For Digital Cable Upgrades and Installations, the Offeror must meet the Society of Cable Telecommunications Engineers (SCTE) standards for Digital Cable Systems.

Offeror Response *The Lerro Corporation has staff on CTS Certification and Crestron Programmer Certification*

B. Prior Experience. Include experience in the supplying and maintaining of professional broadcast, AV, and multimedia equipment and related services including, but not limited to, installation, service, maintenance and training. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, telephone number and email address of the responsible official of the customer, company, or agency who may be contacted. At a minimum, the following experience is required;

- 1. All Offerors are eligible to submit a response for this solicitation; however, the Offeror must be an Original Equipment Manufacturer ("OEM") or Authorized Reseller of the OEM for certain types of equipment and services as indicated in **Appendix A, Cost Submittal**.
 - a. If an Offeror is submitting as an Authorized Reseller, it must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100046056 for Professional Broadcast, AV and Multimedia Equipment. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.
- 2. To be eligible to for the AV System Design and Build portion of this RFP, the Offeror must have a performance history of no less than five (5) years and have a minimum of 1 million dollars in annual revenue.

Additionally, Offerors shall complete **Appendix B, Capability Attestation Form**.

Offeror Response *Lerro Corporation attached Appendix B and certifications and several techs that are qualified min 5 years to 20 + year's experience with successfully completed work and many satisfied customers whom return year after year,*

1. The Offeror must include a least three (3) client/project references with its proposal. The references must be for installations completed within the past three (3) years. Complete **Appendix C, Project References Template** for each reference provided. Projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response *see Appendix C*

2. The Offeror must show what work was completed by subcontractors for each of the projects referenced.

Offeror Response *the Lerro Corporation completes all its own work but may request DGS to employ sub-contractors for labor intensive work (e.g. Pipe grids, cable and wire pull)*

3. The Offeror shall provide the following:

- a. Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards received.

Offeror Response *See Mfgr authorized reseller's letters. We cannot offer installations of their products unless we are qualified as a Reseller.*

- b. Details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.

Offeror Response *Lerro delivers as proposed and accepted by the agency PO*

- c. Include any certification levels earned by the Offeror or key personnel.

Offeror Response *see CERTS Appendix B*

- d. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?

Offeror Response *No*

- e. How long has Offeror (s) provided this solution?

Offeror Response *Always*

- C. **Personnel.** Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education, and experience. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Offerors shall identify the following dedicated contacts within **Appendix D – Dedicated Contacts**:

1. **Account Manager.** The account manager must be main point of contact for all requests and will be responsible for the coordination of all orders and the resolution of any sales issues.

2. **Service Manager:** must be main point of contact for the resolution of any service issues that are escalated from the service desk.

a. Service Desk Number: must be a toll free dedicated number for Commonwealth warranty and service calls.

3. **OEM Contact** (only required if the Offeror is not the OEM): Offerors must arrange support from this contact for the resolution of any issues that require OEM intervention.

Offeror Response *see Appendix D*

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

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

Offeror Response *Lerro does not require sub contractors outside of our scope of work*

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

Offeror Response *Lerro corporation pays all its suppliers and manufcaters on time or fast pay to ensure full support as authorized relsser for items procured.*

VI. **Requirements.** The proposed solution shall meet or exceed the following requirements. Offeror shall describe in its reponse how it will meet the outlined requirements.

A. **Request Management.** The selected Offeror shall perform request management including, but not limited to, order tracking, intake of requests, prioritization, escalation, resolution, and closeout. Offeror shall describe its approach to request management.

Offeror Response

- *Respond to Agency request for quote on products or installation*
- *Recommend products for soultions to AV/ Broadcast Multi Media*
- *Request on site survey for installation proposal*
- *Assess customer needs for functionality and operation of the above*
- *Provide Solution and cost proposal*
- *Present solution, review and adjust for mutual acceptance*

- **Submit Price of equipment , parts and tech hours required with Lerro contract pricing**
- **Provide SOW , (Statement of Work)**
- **Accept PO based on mutual agreed SOW and time line for completion**
- **Order equipments based on time line of completion.**
- **Invoice equipment upon delivery or start of installation**
- **Escalation is accepted case by case basis and attempt to schedule keep any urgency to a minimum. Planning time line and mutual time line commuicated prior to acceptance**
- **Change orders acceptable but may delay completion date**
- **Sign off project (or benefical use which ever comes first)**

B. Maintenance Service and Repair Coverage. Offerors shall complete **Appendix A, Cost Submittal**. All maintenance and support must be included in the cost for the first year for all equipment and services. The following additional shall be provided:

1. Types of Support:
2. Telephone support with a 2-hour response time, 24 hours 7 days a week.
 - a. After hours emergency support available.
3. Remote Access Support via VPN (Virtual Private Network), 24 hours 7 days a week when required by agency. VPN Direct Link and network connectivity to be supplied by agency.
4. Maintenance includes but is not limited to: problem diagnosis, fault isolation, parts, labor, fault repair, validation of repair, system validation and certification.
5. The selected Offeror shall replace all equipment that is unable to be repaired.
6. Maintenance Response. The selected Offeror shall provide maintenance (repair or replacement) based on the severity of the incident as indicated by the Commonwealth. Response times shall begin when the initial incident is reported.
 - a. Mission Critical (MC) service is defined as on-site service response required 24x7x365 within four (4) hours.
 - b. Semi-Mission Critical (SMC) service is defined as on-site service response during the hours of 7:30 AM ET and 6:00 PM ET, Monday through Friday within four (4) hours. For service calls made after 2:00 PM ET, the selected Offeror shall respond by 7:31 AM ET the next business day.
 - c. Non-Mission Critical (NMC) services is defined as on-site service response during the hours of 7:30 AM ET and 6:00 PM ET, Monday through Friday within eight (8) hours. For service calls made after 10:00 AM, the selected Offeror shall respond by 7:31 AM ET the next business day.
7. System components are warranted in accordance with the original manufacturer's warranty. Hardware components that are out of warranty will be repaired or replaced by mutual agreement between the selected Offeror and the agency and the agency invoiced for the current cost of the replacement parts.

8. Software enhancements, updates and upgrades are included at no charge as part of the support agreement. Major feature options that are outside the scope of the purchased functionality are not included but can be ordered at the option of the agency.

a. For the purchase, installment purchase, and outright purchase plans, the cost of service and system support plan shall be firm (no increase in price) for a full five (5) year period after acceptance of the equipment. No escalators apply. Offeror will provide quarterly service/support reports for the term of the Contract.

Offeror Response *Comply with mutall acceptance per projetc/product. See Lerro 1 Year Sysems Warranty*

C. **Quality and Reliability.** The equipment is expected to perform in an efficient manner with a minimum of down time.

60-Day (Rolling) Repetitive Service: If equipment requires five (5) service calls for any service issues within a 60-day rolling time period, the Offeror will be required to notify the Commonwealth and make arrangements for brand new, replacement equipment, with the same or upgraded options. This new equipment will be at no additional cost to the Commonwealth. The Offeror will be required to report monthly on equipment with Repetitive Service calls totaling 3 or more in a rolling 30-day period.

If it is determined that a using agency's equipment must be replaced, the selected Offeror, after consultation with DGS and the agency, will replace the equipment without charge with an identical model or equipment with comparable features and capabilities. If leased equipment is replaced, a new lease term will not commence but rather the Commonwealth will only be responsible for the remaining payments in the unexpired term. If the cause of excessive service calls is determined to be due to an operator error, misuse, or abuse by the Commonwealth, associated repair time will not be a factor in determining satisfactory equipment performance.

Offeror Response *See Lerro 1 Year Sysems Warranty*

D. **Warranties.**

1. The selected Offeror shall honor all manufacturer's warranties on products.
2. The selected Offeror shall guarantee a warranty on all equipment and services for a period of one (1) year which shall commence after the successful, fully-functional installation into production.
3. After the original warranty period, the selected Offeror may offer an extended warranty for each year of the Contract.
4. The selected Offeror shall warrant that the equipment is new and unused and when installed shall be free from defects in material or workmanship.
5. The selected Offeror shall warrant that under normal use and service, the equipment shall remain in satisfactory operating condition.
6. The selected Offeror shall repair or replace all defective or damaged equipment during the warranty period at no additional cost.

7. The selected Offeror shall warrant that the installation services will be of the highest quality and workmanship and, if applicable, shall be performed by trained, manufacturer certified individuals.
8. The selected Offeror's warranties for equipment and services shall not be changed, modified or amended.
9. The selected Offeror shall provide the Commonwealth with a complete set of warranty documents.

Offerors shall describe any additional or extended warranties offered in **Appendix A, Cost Submittal**.

Offeror Response *The Lerro Corporation shall comply 1st year as required. See The Lerro Coprtaion Systems Warranty*

E. Equipment Requirements.

1. All devices must be new. A "new" item is one, which will be used first by the Commonwealth after it is manufactured or produced. Used, remanufactured or reconditioned items are not acceptable. This clause shall not be construed to prohibit Offerors from offering goods, supplies, equipment, materials or printing with recycled content, provided the item is new.
Offeror Response *Lerro Shall Comply*
2. The selected Offeror must be able to identify, if requested by the Commonwealth, any equipment being offered that may be used or adapted for use by visually, hearing or other physically impaired individuals in accordance with the *Americans with Disabilities Act*.
Offeror Response *Lerro Shall Comply*
3. The selected Offeror shall not provide equipment that requires commercially available software for its use through the Contract resulting from this RFP unless the Commonwealth has entered into a software license agreement with the software licensor. See **Appendix E, Software Requirements Agreement**.
4. **Offeror Response** *Mfgs that utilizes liscences we offer shall be contacted for signed agreements Appendix E upon award.*

F. Order Requirements.

1. Order Acceptance.

The Offeror must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type. Agencies shall not be charged additional fees for using the Pcard. **Lerro Shall Comply**

a.

2. Order Shipment.

- a. The Offeror must securely and properly package the equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.
- b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.
- c. Partial shipments may be requested by any Commonwealth agency. If not requested, partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the equipment.

3. Order Delivery.

- a. The selected Offeror will be responsible for filing, processing, and collecting all damage claims. To assist the selected Offeror with damage claims, the Commonwealth will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Offeror; and provide the Offeror with a copy of the carrier's Bill of Lading and damage inspection report.

Offeror Response Receiver must report in 3 business days any visible damages. 7 days concealed damage.

G. Services. The Commonwealth will use **Appendix F, Statement of Work (SOW)** to order services related to the contracts. The SOW and **Appendix G, Service Level Agreements** will be attached to the associated SRM purchase order. It will be at the Commonwealth's discretion to purchase services on a per order basis. The Offeror shall provide all tools and supplies necessary to perform all work for services as listed below:

1. Installation. The Offeror shall;

- a. Be responsible for the project management of each installation project.
- b. Work with the agency to develop a plan and schedule to deliver equipment.
- c. Provide status reports detailing the state of all installations, including but not limited to, completed installations, outstanding installations, installation issues and resolution, etc.
- d. Unpack equipment.
- e. Conduct the installation, setup, testing, and validation of proper equipment functionality.
- f. Remove all packing materials and boxes from the installation site within five (5) business days after installation is completed.

Offeror Response Lerro Shall propose to each agency and quote cost per service level agreements requested. See Lerro Systems 1 year warranty

2. Asset Tagging.

- a. The Offeror must affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new devices procured.

- b. The Identification Tag Number must be readable from WMI (Windows Management Instrumentation), if applicable.
- c. Each Identification Tag must be located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls.
- d. Identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information must be provided to the Commonwealth agency in an electronic format, which can be incorporated into existing Equipment Databases. The Commonwealth agency will provide database formats to be used by the Offeror.
- e. The Offeror must provide the Identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth.

Offeror Response *Lerro corpotion does not provide ASSET tagging but will provide documentation of bill of lading where applciable with serial numbers .*

- 3. Preparation for relocation, transportation to DGS warehouse or return.** The Offeror must deinstall and pack the equipment.

Offeror Response *Lerro Corp shall provide case by case hourly costs basis*

- 4. Transport to DGS warehouse.** The Offeror must deliver the packed equipment to the DGS warehouse located at 2221 Forster St., Harrisburg, PA 17125.

Offeror Response *Lerro Shall Comply or as shown Purchase Order Ship to Address*

- 5. Price List Changes/Product Changes.** The selected Offeror may update their price list or product changes biannually, beginning with the Contract awarded date to reflect new products, manufacturer's price changes, the deletion of discontinued products, etc.

Offeror Response *Lerro Shall Comply*

- 6. Price List Updates.** The selected Offeror shall provide the Commonwealth with a link to the OEM's current price list. The Commonwealth may request the OEM's current price list at any time.

Offeror Response *Lerro Shall Comply upon award if link is available from Mgrs. or send updated price sheet upon request*

- 7. Training.** Offerors must provide training for the Commonwealth staff, if requested by the Commonwealth. Training must be provided at the location where the equipment will be located. Offerors must provide unlimited follow-up training, when new equipment has been **deployed at a location, at no additional cost**, when requested by the Commonwealth.

Offeror Response *Lerro Shall offer Training by Mfgs specialist on core products or systems. This is not unlimited and costs may be only offered with a PO or Change Order. (this*

is based on the skill set of the operator to be available/receptive/qualified to understanding systems they intend to operate.) We are always available Mon-Fri 8:30-5 PM by phone and email .

H. Service Level Agreements. Offerors shall acknowledge and comply with the Service Level Agreements as stated in **Appendix G, Service Level Agreements.**

Offeror Response *See Lerro 1 year Systems Warranty can be extended with purchase order.*

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

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

Offeror Response *The Lerro Corp technical staff all have access to mobile phones/email capability. Someone always responds within 24 hours or less for urgent requests Within our Resellers agreements we are charged by the manufactures to have the full capability install/program their products or we do not offer them. Mfgs are always at our disposal to come to Lerro main office for training when required and necessary to do so in order to offer their products. Our techs are always brought up to date when implementing new products.*

VII. Tasks. Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted;

however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

Offeror Response *The Lerro Corp offers a plan and custom approach on case by case on the basis of priority and customers needs. There are so many variables we shall accomadate or may decline the customer level of expectations. If we propose to cover all contingeicnes per request above it woud not be costs effective for the Commonwealth to comply the full scope to meet all requirments*

- A. Order and Delivery of Equipment.** Offeror shall describe their order and delivery services. The Offeror, within five (5) business days after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract. The Offeror must ensure all incorrect shipments are corrected within ten (10) business days. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays. All orders for equipment must be delivered to the inside location specified by the Commonwealth within fifteen (15) business days or on the date agreed upon by both the Commonwealth and the Offeror. Calculation of delivery time does not include the day that the purchase order is issued but does include the day of delivery. When a specific delivery date is agreed upon for a full delivery or partial delivery, delivery must occur on the requested date. The Offeror retains ownership of all equipment until the delivery is accepted. The Offeror must store all equipment in its own facilities until the agreed upon delivery date.

Offeror Response *Lerro Corp shall comply*

- B. Installation of Equipment.** The Offeror is responsible for the installation of all equipment and shall certify readiness for operation in writing. Readiness for operation includes all features and functions requested by the Commonwealth using agency are fully operational and requested staff training has been completed.

Prior to delivery, the Offeror shall survey and review the installation location to insure the agency's desired location for the equipment meets the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Offeror and the requesting agency shall attempt to locate an alternate mutually agreeable location for the equipment.

The Offeror shall affix a label or decal for asset tracking to the equipment at the time of installation, showing the name, address, and telephone number of the dealer responsible for service of the machine.

The Offeror shall certify that the installation is tested and fully operational based on the needs of the Commonwealth using agency.

Offeror Response *Lerro Corp shall comply*

- C. Equipment Maintenance and Repair Service.** The selected Offeror shall coordinate with the Commonwealth using agency to confirm and agree to the pickup date and delivery of equipment to off-site repair facilities, estimating turnaround time for repairs, asset tagging, management and tracking of equipment.

The selected Offeror shall conduct break/fix maintenance and all regularly scheduled maintenance for all equipment during the term of the contract. This maintenance schedule shall comply with the OEM's specified guidelines where applicable. The Offeror shall provide a central point of contact to address maintenance and repair service issues.

During normal business hours of the Commonwealth, 7:30am to 5:00pm, Monday through Friday, excluding state holidays, the Offeror shall have service technicians and the support infrastructure available to provide repairs that meet the service level agreement specified in **Appendix G, Service Level Agreements.**

The selected Offeror shall troubleshoot technical difficulties during the term of the contract. The selected Offeror shall provide online technical support and a toll-free contact number.

The selected Offeror may provide repair service and support any time outside of normal business hours, upon agreement with the Commonwealth using agency, at no additional cost.

Offeror Response See Lerro 1 Year Systems Warranty

- VIII. Reports and Project Control.** The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth. Offerors shall submit its project management methodology and/or draft plans which it proposes to use for this project. The selected Offeror must submit final plan(s) within [specified] days of receiving the notice to proceed. All plans are subject to Commonwealth approval.

- A. Project Management Plan.** The project management shall include, but not limited to, the following:

- 1. Project Plan.** The project plan must describe the scope of work for the project and how the scope will be managed. The project plan shall act as a confirmation of project scope, phasing, implementation objectives, and be detailed enough to ensure the product is delivered on time, within projected estimates, and meets all requirements as specified in the RFP. The project plan must include, but is not limited to:

- Project Scope Statement
- Scope Management Process
- Major Milestones /Deliverables
- Work Breakdown Structure (WBS)
- Timeline

2. Requirements Management Plan. The requirements management plan must describe the process and approach to manage and address requirements throughout the life of the project. The requirements management plan shall include:

- Requirements Management Process
- Roles and Responsibilities
- Requirements Traceability Matrix (RTM)

3. Risk Management Plan. The risk management plan must describe the approach used to manage risk throughout the life of the project, how contingency plans are implemented, and how project reserves are allocated to handle the risks. The plan will include the methods for identifying risks, tracking risks, documenting response strategies, and communicating risk information. The risk management plan shall include:

- Risk Management Process
- Roles and Responsibilities
- Rules/Procedures
- Risk Impact Analysis Approach
- Tools

4. Issue Management Plan. The issue management plan must describe the approach for capturing and managing issues throughout the life of the project to ensure the project is moving forward and avoids unnecessary delays. The issues management plan shall include:

- Issues Management Approach
- Roles and Responsibilities
- Tools

5. Change Control Management Plan. The change control management plan must describe the approach to effectively manage changes throughout the life of a project. The plan will include the process to track change requests from submittal to final disposition (submission, coordination, review, evaluation, categorization), the method used to communicate change requests and their status (approved, deferred, or rejected), the escalation process if changes cannot be resolved by the review team, and the process for project re-baselining. The change control management plan shall include:

- Change Management Process
- Roles and Responsibilities
- Rules/Procedures
- Change Impact Analysis Approach
- Tools

6. Communications Management Plan. The communication management plan must describe the communications process that will be used throughout the life of the project. The process must include the tools and techniques that will provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of project information. The communications management plan shall include:

- Communications Management Process
- Roles and Responsibilities
- Reporting Tools and Techniques
- Meeting Types and Frequency

7. Quality Management Plan. The quality management plan must describe the approach used to address Quality Assurance (QA) and Quality Control (QC) throughout the life of the project. The quality management plan should identify the quality processes and practices including the periodic reviews, audits and the testing strategy for key deliverables. The plan should also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured, and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The quality management plan will include:

- Quality Management Process
- Roles and Responsibilities
- Tools
- Quality Standards

8. Time Management Plan. The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The time management plan will include:

- Time Management Process
- Role and Responsibilities
- Tools and Techniques
- Work Plan

Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

Offeror Response *Lerro shall comply upon request of the Agency if required*

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

Offeror Response Lerro does not offer IT services is considered OFE (owner furnished equipmnet) under our proposals. We work with your IT personell in order to comply to IT requiremmts of the Agencies for equipmnet or solution offered .

C. Monthly Reports. Offerors must provide monthly reports to each agency and a consolidated monthly report to the Department of General Services, Bureau of Procurement, IT Procurement Division. The Offeror must use **Appendix H – Monthly Report** template. A monthly report will consist of, and include at a minimum:

- a. Ordering and delivery report of equipment purchases which includes, at a minimum: agency Information, equipment information, order information, shipment and delivery information, and invoice information.
- b. Problem and response report which includes, at a minimum: agency information, equipment information and problem/response information.
- c. Service level report which includes, at a minimum: agency Information. delivery SLA computation, incorrect shipment correction SLA computation, and fix-time SLA computation.
- d. Outstanding issues report which includes, at a minimum: agency information and outstanding issue summary.

The monthly reports must include all activity by the Commonwealth, external procurement activity and COSTARS members.

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

Offeror Response Lerro shall comply

D. Quarterly Reports. Offerors must provide quarterly reports to the Department of General Services, Bureau of Procurement. The quarterly customer satisfaction report must be delivered in the format approved separately by the Commonwealth which includes, at a minimum: performance of the Offeror in the areas of: quality assurance, accuracy of orders shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions. The Offeror must use **Appendix I – Quarterly Report** template for the remainder of the quarterly report, which will consist of, and include at a minimum:

- a. Sales summary report which includes, at a minimum: agency information, equipment information and order information.
- b. Service level summary report which includes, at a minimum: agency information. delivery actual service level, incorrect shipment correction actual service level, fix-time actual service level, monthly report delivery actual service level, and quarterly report delivery actual service level.

- c. Outstanding issues summary report which includes, at a minimum: agency information and outstanding issue summary.

Offerors must provide quarterly reports to the Commonwealth no later than fifteen (10) business days after the end of a quarter.

A quarter is defined by the Commonwealth as follows:

- Quarter 1: January through March
- Quarter 2: April through June
- Quarter 3: July through September
- Quarter 4: October through December

Offeror Response *Lerro shall comply*

- E. **Additional Reports:** Additional reports may be added or removed by the Commonwealth at its sole discretion.

Offeror Response *Understood*

- IX. **Objections and Additions to Standard Contract Terms and Conditions.** The issuing office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachments section or to other provisions of the RFP.

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

THE LERRO CORPORATION

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s): Procurement Services, Procurement Goods, Information Technology

CERTIFICATION NUMBER: 118695-2013-01-SB

CERTIFICATION TYPE: Small Business

ISSUE DATE:

01/29/2013

EXPIRATION DATE:

03/31/2020

RECERTIFIED DATE:

3/26/2018

A handwritten signature in blue ink, appearing to read "Kerry L. Kirkland", is written over a horizontal line.

Kerry L. Kirkland, Deputy Secretary
Diversity, Inclusion, and Small Business Opportunities