



FULLY EXECUTED

Contract Number: 4400020821

Original Contract Effective Date: 09/04/2019

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

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

Your SAP Vendor Number with us: 117976

Purchasing Agent

Name: Danner Shawn

Phone: 717-787-8085

Fax:

Supplier Name/Address:

VISTACOM INC
1902 VULTEE ST
ALLENTOWN PA 18103-2958 US

Please Deliver To:

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

Supplier Phone Number: 6107919081

Supplier Fax Number: 610-791-9510

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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Supplier Name:
VISTACOM INC

Header Text

DO NOT USE THIS CONTRACT. THIS CONTRACT IS BEING LEFT OPEN ONLY FOR INVOICE CLEARING ONLY.

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This contract has been renewed until 05/31/2022 w/ two (2) one (1) year renewals

2/29/24 - This contract has been extended until 8/31/24 via 90-day extension. SD

No further information for this Contract

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No further information for this Contract

Information:



February 16, 2024

Vistacom Inc.
1902 Vultee Street
Allentown, PA 18103

SUBJECT: Renewal of Contract: Professional Broadcast, Audio Visual and Multimedia Equipment
Contract Number: 4400020821
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 Lianna Russell Title Sales & Marketing Manager

Date 2/19/24

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



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Purchasing Agent

Name: Danner Shawn

Phone: 717-787-8085

Fax:

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Supplier's Signature _____

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Purchasing Agent

Name: **McFadden Amy**
Phone: 717-346-3826
Fax: 717-783-6241

Your SAP Vendor Number with us: 117976

Supplier Name/Address:
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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 Vistacom, Inc., ("**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. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its Small Diverse Business and Small Business Submittal, which is attached hereto as **Exhibit C** and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"),

Contract Number

which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which 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

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FOR
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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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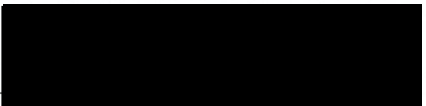
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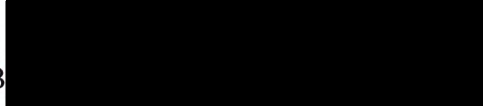
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Witness:

CONTRACTOR:

By: 
(Assistant) Secretary

By: 
President

Angela R. Nolan 1-03-2019
Printed Name/Date

James M. Ferlino 1-03-2019
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

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> <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 #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 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
Vistacom's Technical Submittal for PA State Contract 10.30.18.pdf -
./SupplierAttachments/QuestionAttachments/Vistacom's Technical Submittal for PA State Contract 10.30.18.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
Manufacturer Authorization Letters & Price Lists.zip -
./SupplierAttachments/QuestionAttachments/Manufacturer Authorization Letters & Price Lists.zip
- 1.1.3 Please download, complete, and upload APPENDIX B - CAPABILITY ATTESTATION FORM ★
File Upload
Appendix B Capability Attestation Form_response.pdf -
./SupplierAttachments/QuestionAttachments/Appendix B Capability Attestation Form_response.pdf
- 1.1.4 Please download, complete, and upload Appendix C, Project References Template ★
File Upload
Appendix C Project References_response.doc - ./SupplierAttachments/QuestionAttachments/Appendix C Project References_response.doc
- 1.1.5 Please download, complete, and upload Appendix D – Dedicated Contacts ★
File Upload
Appendix D Dedicated Contacts_response.xlsx - ./SupplierAttachments/QuestionAttachments/Appendix D Dedicated Contacts_response.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)
Vistacom agrees to the applicability of any ITPs to this contract.
- 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

SDBSB Participation Submittal_JAGGAER 012218 Vistacom Complete.xlsx -
./SupplierAttachments/QuestionAttachments/SDBSB Participation Submittal_JAGGAER 012218 Vistacom Complete.xlsx

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

Model Form of SDSDB Subcontractor Agreement_Vistacom Signed.docx -
./SupplierAttachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement_Vistacom Signed.docx

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 A Cost Submittal_response.xlsx - ./SupplierAttachments/QuestionAttachments/Appendix A Cost Submittal_response.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

Domestic Workforce Utilization Certification Form.pdf -
./SupplierAttachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.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

Reciprocal Limitations Act Form.doc - ./SupplierAttachments/QuestionAttachments/Reciprocal Limitations Act Form.doc

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

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

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

- 2.1.4 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
TradeSecret_ConfidentialPropertyInfoNotice Signed Vistacom.pdf -
../SupplierAttachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice Signed Vistacom.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 Certification and Disclosure Form.pdf - ../SupplierAttachments/QuestionAttachments/Lobbying Certification and Disclosure Form.pdf
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc
- 2.1.7 Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.

Yes/No
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:	12/10/2018
Supplier Name:	Vistacom, Inc.
Point of Contact:	Daniel Gundry
Address:	1902 Vultee Street

City , State , Zip:	Allentown, Pennsylvania, 18103
Phone Number:	610-791-9081
Fax Number:	610-791-9510
Email Address:	dgundry@vistacominc.com

Manufacturer Discount List

PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT

ACOUSTICS & AUDIO

Manufacturer	Description	% Discount	Date of Price List
Anchor Audio, Inc	Audio & Acoustics	11.00%	10.22.18
AKG	Audio & Acoustics	11.00%	10.1.18
Allen & Heath	Audio & Acoustics	11.00%	10.1.18
Audio-Technica U.S., Inc.	Audio & Acoustics	11.00%	10.22.18
Beyerdynamic, Inc.	Audio & Acoustics	11.00%	10.22.18
Biamp Systems, Inc	Audio & Acoustics	11.00%	6.13.18
BSS	Audio & Acoustics	11.00%	10.1.18
Community	Audio & Acoustics	11.00%	10.1.18
Crown International	Audio & Acoustics	11.00%	10.1.18
Denon Professional	Audio & Acoustics	11.00%	7.20.18
Electro-Voice, Inc	Audio & Acoustics	11.00%	10.1.18
Fulcrum Acoustic	Audio & Acoustics	11.00%	10.1.18
JBL Professional	Audio & Acoustics	11.00%	10.1.18
QSC	Audio & Acoustics	11.00%	10.1.18
Sennheiser Electronic Corporation	Audio & Acoustics	11.00%	10.1.18
Shure Incorporated	Audio & Acoustics	11.00%	10.1.18
Tannoy	Audio & Acoustics	11.00%	10.1.18
TASCAM	Audio & Acoustics	11.00%	9.1.18
Yamaha	Audio & Acoustics	11.00%	10.24.18
Allen & Heath	Audio & Acoustics	11.00%	10.1.18
Ashly	Audio & Acoustics	11.00%	10.22.18
Atlas Sound	Audio & Acoustics	11.00%	10.22.18
Cambridge Sound Management	Audio & Acoustics	11.00%	1.1.18
Crestron	Audio & Acoustics	11.00%	10.16.18
Clock Audio	Audio & Acoustics	11.00%	5.19.18
Countryman	Audio & Acoustics	11.00%	10.24.18
Crest Audio	Audio & Acoustics	11.00%	8.1.18
Earthworks	Audio & Acoustics	11.00%	1.25.18
Extron	Audio & Acoustics	11.00%	8.31.18
Lap Gruppen	Audio & Acoustics	11.00%	10.1.18
Leon Speakers	Audio & Acoustics	11.00%	1.1.18
Listen Technologies	Audio & Acoustics	11.00%	10.1.18
MSE Audio	Audio & Acoustics	11.00%	10.22.18
OWI	Audio & Acoustics	11.00%	6.4.18
Peavey	Audio & Acoustics	11.00%	8.1.18
Presonus	Audio & Acoustics	11.00%	1.23.18
Quam-Nichols	Audio & Acoustics	11.00%	1.2.18
Rane	Audio & Acoustics	11.00%	7.20.18
RDL	Audio & Acoustics	11.00%	7.3.18
Revolabs	Audio & Acoustics	11.00%	7.16.18
Soundcraft	Audio & Acoustics	11.00%	10.1.18
Stewart Audio	Audio & Acoustics	11.00%	7.1.18
Telex (Bosch)	Audio & Acoustics	11.00%	4.3.18
Williams Sound	Audio & Acoustics	11.00%	9.1.18

CABLES, CONNECTORS & ACCESSORIES

Manufacturer	Description	% Discount	Date of Price List
Belden	Cables, Connectors & Accessories	11.00%	10.18.18
Comprehensive	Cables, Connectors & Accessories	11.00%	6.15.18
West Penn Wire	Cables, Connectors & Accessories	11.00%	10.24.18
CablesToGo	Cables, Connectors & Accessories	10.00%	10.22.18
Crestron	Cables, Connectors & Accessories	11.00%	10.16.18
Kramer	Cables, Connectors & Accessories	11.00%	10.16.18
SF Cables	Cables, Connectors & Accessories	10.00%	N/A

CONFERENCE, TRAINING, BOARD ROOMS

Manufacturer	Description	% Discount	Date of Price List
Elmo	Conference, Training, Board Rooms	10.00%	10.1.18
Polycorn	Conference, Training, Board Rooms	10.00%	N/A
AMX	Conference, Training, Board Rooms	10.00%	10.1.18

Manufacturer Discount List

Manufacturer	Description	% Discount	Date of Price List
Barco	Conference, Training, Board Rooms	10.00%	7.20.18
Christie Digital	Conference, Training, Board Rooms	10.00%	8.1.18
Cisco	Conference, Training, Board Rooms	11.00%	N/A
Crestron	Conference, Training, Board Rooms	11.00%	10.16.18
Extron	Conference, Training, Board Rooms	11.00%	8.31.18
Middle Atlantic	Conference, Training, Board Rooms	10.00%	10.1.18
Mersive	Conference, Training, Board Rooms	10.00%	10.18.18
NEC	Conference, Training, Board Rooms	10.00%	10.22.18
Panasonic	Conference, Training, Board Rooms	10.00%	10.1.18
Planar	Conference, Training, Board Rooms	11.00%	10.1.18

DIGITAL SIGNAGE

Manufacturer	Description	% Discount	Date of Price List
Exhibio	Digital Signage System	10.00%	12.31.17
Haivision	Digital Signage System	10.00%	N/A
Spinetix	Digital Signage System	10.00%	10.2.18
Tightrope	Digital Signage System	11.00%	10.1.18
X2O Media	Digital Signage System	11.00%	3.18.18

FURNITURE & CONSOLES

Manufacturer	Description	% Discount	Date of Price List
Chief	Audio & Video Furniture	11.00%	10.19.18
Marshall Furniture	Audio & Video Furniture	10.00%	8.15.18
SoundCraft	Audio & Video Furniture	10.00%	10.1.18
Winsted Corporation	Audio & Video Furniture	11.00%	1.1.18
Evans Consoles	Audio & Video Furniture	11.00%	11.1.18
Audio Visual Furniture	Audio & Video Furniture	10.00%	3.2.18
Jonathan Fallos Cabinetmakers	Audio & Video Furniture	11.00%	all custom
Middle Atlantic	Audio & Video Furniture	11.00%	10.1.18

SIGNAL MANAGEMENT / PROCESSING / SERVERS

Manufacturer	Description	% Discount	Date of Price List
Blackbox	Signal management / processing / servers	10.00%	10.1.18
Extron	Signal management / processing / servers	11.00%	8.31.18
FSR Video Products Group	Signal management / processing / servers	11.00%	9.1.18
Vaddio	Signal management / processing / servers	11.00%	10.1.18
AMX	Signal management / processing / servers	10.00%	10.1.18
Atlona	Signal management / processing / servers	10.00%	10.1.18
Christie	Signal management / processing / servers	10.00%	8.1.18
Crestron	Signal management / processing / servers	11.00%	10.16.18
Kramer	Signal management / processing / servers	11.00%	10.16.18
Sound Control Technologies	Signal management / processing / servers	11.00%	5.23.18

MISCELLANEOUS INSTALLATION EQUIPMENT (See Instructions)

Manufacturer	Description	% Discount	Date of Price List
APC	Uninterrupted Power Supply (UPS)	10.00%	10.12.18
Furman	Surge Suppressors	10.00%	10.1.18
Middle Atlantic	Surge Suppressors	11.00%	10.1.18
Surgex	Surge Suppressors & UPS	10.00%	10.1.18

Description	% Discount
Average Discount PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT	10.50%

Manufacturer Discount List (*OEM Required)

PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT

* FULL LINE OF AV EQUIPMENT

Manufacturer	Description	% Discount	Date of Price List
AKG	Full line of AV equipment	11.00%	10.1.18
Allen & Heath	Full line of AV equipment	11.00%	10.1.18
AMX	Full line of AV equipment	10.00%	10.1.18
Anchor Audio	Full line of AV equipment	11.00%	10.22.18
APC	Full line of AV equipment	10.00%	10.12.18
Ashly	Full line of AV equipment	11.00%	10.22.18
Atlas Sound	Full line of AV equipment	11.00%	10.22.18
Atlona	Full line of AV equipment	10.00%	10.1.18
AtteroTech	Full line of AV equipment	11.00%	10.1.18
Audio Technica	Full line of AV equipment	11.00%	10.22.18
Audix	Full line of AV equipment	11.00%	1.1.18
AVF (Audio Visual Furniture)	Full line of AV equipment	10.00%	3.2.18
Barco	Full line of AV equipment	10.00%	7.20.18
Belden	Full line of AV equipment	11.00%	10.18.18
Beyerdynamics	Full line of AV equipment	11.00%	10.22.18
Biamp	Full line of AV equipment	11.00%	6.13.18
Black Box	Full line of AV equipment	10.00%	10.1.18
Brightsign	Full line of AV equipment	10.00%	6.15.18
BSS	Full line of AV equipment	11.00%	10.1.18
CablesToGo (C2G)	Full line of AV equipment	10.00%	10.22.18
Cambridge Sound Management	Full line of AV equipment	11.00%	1.1.18
Chief	Full line of AV equipment	11.00%	10.19.18
Christie Digital	Full line of AV equipment	10.00%	8.1.18
ClearTouch	Full line of AV equipment	10.00%	4.1.18
Cisco	Full line of AV equipment	11.00%	N/A
ClearOne	Full line of AV equipment	11.00%	9.11.18
Clock Audio	Full line of AV equipment	11.00%	5.19.18
Community	Full line of AV equipment	11.00%	10.1.18
Comprehensive	Full line of AV equipment	11.00%	6.15.18
Contemporary Research	Full line of AV equipment	10.00%	2018
Countryman	Full line of AV equipment	11.00%	10.24.18
Covid	Full line of AV equipment	10.00%	10.1.18
Crestron	Full line of AV equipment	11.00%	10.16.18
Crown	Full line of AV equipment	11.00%	10.1.18
Da-Lite	Full line of AV equipment	10.00%	10.19.18
Danley	Full line of AV equipment	11.00%	1.1.18
Denon & Marantz	Full line of AV equipment	11.00%	7.20.18
Digital Projection	Full line of AV equipment	10.00%	9.4.18
Draper	Full line of AV equipment	10.00%	9.19.18
Earthworks	Full line of AV equipment	11.00%	1.25.18
Electro-Voice	Full line of AV equipment	11.00%	10.1.18
Elmo	Full line of AV equipment	10.00%	10.1.18
ELO	Full line of AV equipment	10.00%	10.1.18
Epson	Full line of AV equipment	10.00%	10.1.18
Evans	Full line of AV equipment	11.00%	11.1.18
Exhibio	Full line of AV equipment	10.00%	12.31.17
Exterity	Full line of AV equipment	11.00%	7.1.18
Extron	Full line of AV equipment	11.00%	8.31.18
Fulcrum Acoustics	Full line of AV equipment	11.00%	10.1.18
Furman	Full line of AV equipment	10.00%	10.1.18
FSR	Full line of AV equipment	11.00%	9.1.18
Gator Cases	Full line of AV equipment	11.00%	10.1.18

Manufacturer Discount List (*OEM Required)

Gefen	Full line of AV equipment	10.00%	10.18.18
Genelec	Full line of AV equipment	10.00%	7.15.18
Harman Pro	Full line of AV equipment	11.00%	10.18.18
Hitachi	Full line of AV equipment	10.00%	10.1.18
Icron Technologies	Full line of AV equipment	10.00%	10.24.18
IHSE	Full line of AV equipment	10.00%	10.1.18
InFocus	Full line of AV equipment	10.00%	10.1.18
Innovox	Full line of AV equipment	11.00%	8.1.18
JBL	Full line of AV equipment	11.00%	10.1.18
Kanex Pro	Full line of AV equipment	10.00%	4.1.18
Kramer	Full line of AV equipment	11.00%	10.16.18
Lap Gruppen	Full line of AV equipment	11.00%	10.1.18
Leon Speakers	Full line of AV equipment	11.00%	1.1.18
Liberty Cables	Full line of AV equipment	10.00%	10.17.18
Listen Technologies	Full line of AV equipment	11.00%	10.1.18
Littlite	Full line of AV equipment	10.00%	10.24.18
Logitech	Full line of AV equipment	10.00%	10.24.18
Lumens	Full line of AV equipment	10.00%	10.10.18
Marantz	Full line of AV equipment	11.00%	7.20.18
Marshall Electronics	Full line of AV equipment	10.00%	10.1.18
Mediasite	Full line of AV equipment	11.00%	1.1.18
Media Vision	Full line of AV equipment	10.00%	10.15.18
Mersive	Full line of AV equipment	10.00%	10.18.18
Middle Atlantic	Full line of AV equipment	11.00%	10.1.18
MSE Audio	Full line of AV equipment	11.00%	10.22.18
NEC	Full line of AV equipment	10.00%	10.1.18
Neutrik	Full line of AV equipment	11.00%	10.18.18
Nigel B Design	Full line of AV equipment	11.00%	10.24.18
Opticis	Full line of AV equipment	10.00%	10.1.18
Orion Images	Full line of AV equipment	10.00%	6.15.18
OWI	Full line of AV equipment	11.00%	6.4.18
Pakedge	Full line of AV equipment	10.00%	9.4.18
Panasonic	Full line of AV equipment	10.00%	10.1.18
Peavey	Full line of AV equipment	11.00%	8.1.18
Peerless	Full line of AV equipment	11.00%	4.3.18
Planar	Full line of AV equipment	11.00%	10.1.18
Polycom	Full line of AV equipment	10.00%	N/A
Premier Mounts	Full line of AV equipment	11.00%	4.3.18
Presonus	Full line of AV equipment	11.00%	1.23.18
ProCo Sound	Full line of AV equipment	11.00%	5.2.18
Prysm	Full line of AV equipment	11.00%	7.25.18
QSC Audio	Full line of AV equipment	11.00%	10.1.18
Quam-Nichols	Full line of AV equipment	11.00%	1.2.18
Rane	Full line of AV equipment	11.00%	7.20.18
RDL	Full line of AV equipment	11.00%	7.3.18
Revolabs	Full line of AV equipment	11.00%	7.16.18
RGB Spectrum	Full line of AV equipment	11.00%	6.1.18
Rockustics	Full line of AV equipment	11.00%	1.1.18
Seneca Data	Full line of AV equipment	10.00%	10.1.18
Sennheiser	Full line of AV equipment	11.00%	10.1.18
Shure	Full line of AV equipment	11.00%	10.1.18
Sound Control Technologies	Full line of AV equipment	11.00%	5.23.18
Soundcraft	Full line of AV equipment	11.00%	10.1.18
Soundtube	Full line of AV equipment	11.00%	1.1.18
Spinetix	Full line of AV equipment	10.00%	10.2.18
StarTech	Full line of AV equipment	10.00%	10.18.18
Stewart Audio	Full line of AV equipment	11.00%	7.1.18

Manufacturer Discount List (*OEM Required)

Manufacturer	Description	% Discount	Date of Price List
Sunbrite TV	Full line of AV equipment	10.00%	10.18.18
Surgex	Full line of AV equipment	10.00%	10.1.18
SVS Lifts	Full line of AV equipment	10.00%	3.30.18
Switchcraft	Full line of AV equipment	11.00%	10.18.18
Symetrix	Full line of AV equipment	11.00%	7.1.18
Tannoy	Full line of AV equipment	11.00%	10.1.18
Tascam	Full line of AV equipment	11.00%	9.1.18
Telex (Bosch)	Full line of AV equipment	11.00%	4.3.18
Thomas Regout dba e-Box and BalanceBox	Full line of AV equipment	10.00%	1.1.18
Tightrope	Full line of AV equipment	11.00%	10.1.18
Total Channel	Full line of AV equipment	10.00%	10.1.18
Tripp-Lite	Full line of AV equipment	11.00%	10.1.18
TV One	Full line of AV equipment	10.00%	10.1.18
Ultimate Support	Full line of AV equipment	11.00%	2.1.18
Vaddio	Full line of AV equipment	10.00%	10.1.18
Viewsonic	Full line of AV equipment	10.00%	10.25.18
Vivitek	Full line of AV equipment	10.00%	10.24.18
Unilumin	Full line of AV equipment	11.00%	10.1.18
West Penn Wire	Full line of AV equipment	11.00%	10.24.18
Williams Sound AV	Full line of AV equipment	11.00%	9.1.18
Winsted	Full line of AV equipment	11.00%	1.1.18
Wiremold (Liberty)	Full line of AV equipment	11.00%	10.17.18
Wolfvision	Full line of AV equipment	10.00%	10.1.18
X2O Media	Full line of AV equipment	11.00%	3.18.18
Xantech	Full line of AV equipment	10.00%	10.24.18
Yamaha	Full line of AV equipment	11.00%	10.24.18
ZeeVee	Full line of AV equipment	10.00%	10.18.18

* CONTROL SYSTEMS

Manufacturer	Description	% Discount	Date of Price List
AMX	AV equipment control system	10.00%	10.1.18
Crestron Electronics, Inc.	AV equipment control system	11.00%	10.16.18
Extron	AV equipment control system	11.00%	8.31.18
FSR	AV equipment control system	11.00%	9.1.18
QSC	AV equipment control system	11.00%	10.1.18

* DISPLAYS, MONITORS & PROJECTORS

Manufacturer	Description	% Discount	Date of Price List
Barco	Displays, Monitors & Projectors	10.00%	7.20.18
Da-Lite Screen Company, Inc.	Projection Screens	10.00%	10.19.18
Draper	Projection Screens	10.00%	9.19.18
Epson	Projectors	10.00%	10.1.18
Hitachi	Projectors	10.00%	10.1.18
LG	Displays, Monitors & Projectors	10.00%	10.1.18
Marshall Electronics	Displays, Monitors & Projectors	10.00%	10.1.18
NEC Display Solutions	Displays, Monitors & Projectors	10.00%	10.22.18
Sharp Electronics Corp.	Displays, Monitors & Projectors	10.00%	10.1.18
Samsung	Displays, Monitors & Projectors	10.00%	10.1.18
Christie Digital	Displays, Monitors & Projectors	10.00%	8.1.18
Unilumin	DirectView LED Displays	11.00%	10.1.18
Digital Projection	Displays, Monitors & Projectors	10.00%	9.4.18
Planar	Displays, Monitors & Projectors	11.00%	10.1.18
Stewart Flimscreen	Projection Screens	10.00%	8 (Cima); all others are c

* RACK SYSTEMS & POWER MANAGEMENT

Manufacturer Discount List (*OEM Required)

Manufacturer	Description	% Discount	Date of Price List
APC	Rack systems & power management	10.00%	10.12.18
Middle Atlantic	Rack systems & power management	11.00%	10.1.18
SurgeX	Rack systems & power management	10.00%	10.1.18

Description	% Discount
Average Discount (OEM Required) PROFESSIONAL MULTIMEDIA & CABLE SYSTEM EQUIPMENT	10.50%

Maintenance & Services

Manufacturer	Product Category	% Off Mfg. Price List	Date of Mfg. Price List	Describe Warranty/Maintenance included in Purchase Cost	Describe extended Warranty/Maintenance Plans available for purchase*	Year 2 Extended Cost	Year 3 Extended Cost	Year 4 Extended Cost	Year 5 Extended Cost
AKG	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Allen & Heath	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
AMX	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Anchor Audio	Full line of AV equipment	10.00%	10.22.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
APC	Full line of AV equipment	10.00%	10.12.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Ashly	Full line of AV equipment	10.00%	10.22.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Atlas Sound	Full line of AV equipment	10.00%	10.22.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Atlona	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
AtteroTech	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Audio Technica	Full line of AV equipment	10.00%	10.22.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Audix	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
AVF (Audio Visual Furniture)	Full line of AV equipment	10.00%	3.2.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Barco	Full line of AV equipment	10.00%	7.20.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Belden	Full line of AV equipment	10.00%	10.18.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Beyerdynamics	Full line of AV equipment	10.00%	10.22.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Biamp	Full line of AV equipment	10.00%	6.13.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Black Box	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Brightsign	Full line of AV equipment	10.00%	6.15.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
BSS	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
CablesToGo (C2G)	Full line of AV equipment	10.00%	10.22.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Cambridge Sound Management	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Chief	Full line of AV equipment	10.00%	10.19.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Christie Digital	Full line of AV equipment	10.00%	8.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
ClearTouch	Full line of AV equipment	10.00%	4.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Cisco	Full line of AV equipment	10.00%	N/A	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
ClearOne	Full line of AV equipment	10.00%	9.11.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Clock Audio	Full line of AV equipment	10.00%	5.19.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Community	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Comprehensive	Full line of AV equipment	10.00%	6.15.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Contemporary Research	Full line of AV equipment	10.00%	2018	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Countryman	Full line of AV equipment	10.00%	10.24.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Covid	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Crestron	Full line of AV equipment	10.00%	10.16.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Crown	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Da-Lite	Full line of AV equipment	10.00%	10.19.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Danley	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Denon & Marantz	Full line of AV equipment	10.00%	7.20.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Digital Projection	Full line of AV equipment	10.00%	9.4.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Draper	Full line of AV equipment	10.00%	9.19.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Earthworks	Full line of AV equipment	10.00%	1.25.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Electro-Voice	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				

Maintenance & Services

Manufacturer	Product Category	% Off Mfg. Price List	Date of Mfg. Price List	Describe Warranty/Maintenance included in Purchase Cost	Describe extended Warranty/Maintenance Plans available for purchase*	Year 2 Extended Cost	Year 3 Extended Cost	Year 4 Extended Cost	Year 5 Extended Cost
OVI	Full line of AV equipment	10.00%	6.4.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Pakedge	Full line of AV equipment	10.00%	9.4.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Panasonic	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Peavey	Full line of AV equipment	10.00%	8.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Peerless	Full line of AV equipment	10.00%	4.3.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Planar	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Polycom	Full line of AV equipment	10.00%	N/A	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Premier Mounts	Full line of AV equipment	10.00%	4.3.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Presonus	Full line of AV equipment	10.00%	1.23.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
ProCo Sound	Full line of AV equipment	10.00%	5.2.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Prysm	Full line of AV equipment	10.00%	7.25.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
QSC Audio	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Quam-Nichols	Full line of AV equipment	10.00%	1.2.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Rane	Full line of AV equipment	10.00%	7.20.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
RDL	Full line of AV equipment	10.00%	7.3.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Revolabs	Full line of AV equipment	10.00%	7.16.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
RGB Spectrum	Full line of AV equipment	10.00%	6.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Rockustics	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Seneca Data	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Sennheiser	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Shure	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Sound Control Technologies	Full line of AV equipment	10.00%	5.23.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Soundcraft	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Soundtube	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Spinetix	Full line of AV equipment	10.00%	10.2.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
StarTech	Full line of AV equipment	10.00%	10.18.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Stewart Audio	Full line of AV equipment	10.00%	7.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Sunbrite TV	Full line of AV equipment	10.00%	10.18.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Surge	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
SVS Lifts	Full line of AV equipment	10.00%	3.30.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Switchcraft	Full line of AV equipment	10.00%	10.18.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Symetrix	Full line of AV equipment	10.00%	7.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Tannoy	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Tascam	Full line of AV equipment	10.00%	9.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Telex (Bosch)	Full line of AV equipment	10.00%	4.3.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Thomas Regout dba e-Box and B	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Tightrope	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Total Channel	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Tripp-Lite	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
TV One	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Ultimate Support	Full line of AV equipment	10.00%	2.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				

Maintenance & Services

Manufacturer	Product Category	% Off Mfg. Price List	Date of Mfg. Price List	Describe Warranty/Maintenance included in Purchase Cost	Describe extended Warranty/Maintenance Plans available for purchase*	Year 2 Extended Cost	Year 3 Extended Cost	Year 4 Extended Cost	Year 5 Extended Cost
Vaddio	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Viewsonic	Full line of AV equipment	10.00%	10.25.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Vivitek	Full line of AV equipment	10.00%	10.24.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Unilumin	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
West Penn Wire	Full line of AV equipment	10.00%	10.24.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Williams Sound AV	Full line of AV equipment	10.00%	9.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Winsted	Full line of AV equipment	10.00%	1.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Wiremold (Liberty)	Full line of AV equipment	10.00%	10.17.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Wolfvision	Full line of AV equipment	10.00%	10.1.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
XZO Media	Full line of AV equipment	10.00%	3.18.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Xantech	Full line of AV equipment	10.00%	10.24.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
Yamaha	Full line of AV equipment	10.00%	10.24.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				
ZeeVee	Full line of AV equipment	10.00%	10.18.18	First year full system warranty including service labor included	Extended warranty and maintenance plans can be quoted as requested				

Description	% Discount
Average % off Mfg. Price List Maintenance and Services	10.00%

Supplier Information

Date:	12/10/2018
Supplier Name:	Vistacom, Inc.
Point of Contact:	Daniel Gundry
Address:	1902 Vultee Street
City , State , Zip:	Allentown, Pennsylvania, 18103
Phone Number:	610-791-9081
Fax Number:	610-791-9510
Email Address:	dgundry@vistacominc.com

Description	Average % discount	* List	* Cost
Professional Multimedia & Cable Systems Equipment	10.50%	\$ 60,000.00	\$ 53,700.00
Maintenance and Services	10.00%	\$ 5,000.00	\$ 4,500.00
		Total	\$ 58,200.00

*** 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:
 - o Procurement Goods and Services: \$20 million
 - o Construction: \$20 million
 - o Building Design Services: \$7 million
 - o 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>Professional Broadcast, Audio Visual & Multimedia</i>
RFP #:	<i>6100046056</i>
Proposal Due Date:	<i>10/30/2018</i>
Commonwealth Agency Name:	<i>All Using Agencies</i>

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name:	<i>Vistacom Inc.</i>		
Offeror Contact Name:	<i>Angela Nolan</i>	Email:	<i>anolan@vistacominc.com</i>
Title:	<i>Chief Operating Officer</i>	Phone:	<i>610-791-9081</i>

Is your firm a DGS-Verified Small Diverse Business?	<input type="button" value="NO"/> ▼	Verif Exp:	<input type="text"/>
Is your firm a DGS-Self-Certified Small Business?	<input type="button" value="NO"/> ▼	Cert Exp:	<input type="text"/>

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

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

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

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

Small Diverse Business Subcontracting percentage commitment:

0.000%

Small Business Subcontracting percentage commitment:

5.000%

**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: Vistacom Inc.

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/Renewals? (YES/NO)
Appalachia Technologies LLC	SB <input type="checkbox"/>	Christopher Therit	Software configuration and support	5.000%	\$25,000.00	YES <input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>
	<input type="checkbox"/>					<input type="checkbox"/>

Total SDB % Commitment: 0.000%

Total SB % Commitment: 5.000%

10/29/2018

Christopher Therit
Account Manager
Appalachia Technologies LLC
5012 Lenker Street
Mechanicsburg, PA 17050
chris.therit@appalachiotech.com
888-277-8320

Offeror: Vistacom Inc.
RFP: 6100046056

Dear: Christopher Therit

This letter serves as confirmation of the intent of this offeror to utilize **Appalachia Technologies LLC** on the above-referenced RFP issued by **All Using Agencies**

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

[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 **5.000%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$25,000** during the initial contract term.

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

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

Sincerely,

Angela Nolan

Angela Nolan
Chief Operating Officer
Vistacom Inc.

Acknowledged,

Christopher Therit

Christopher Therit
Account Manager
Appalachia Technologies LLC

MM/DD/YYYY

[SDB/SB Contact Name]

[Title]

[SDB/SB Company Name]

[Address]

[City, State, Zip]

[Email]

[Phone #]

Offeror: Vistacom Inc.

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 **All Using Agencies**

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

[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 [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 **All Using Agencies** on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

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: Vistacom Inc.
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 **All Using Agencies**

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

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

Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

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: Vistacom Inc.

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 **All Using Agencies**

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

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

Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

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: Vistacom Inc.

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 **All Using Agencies**

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

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

Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

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: Vistacom Inc.

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 **All Using Agencies**

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

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Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

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: Vistacom Inc.

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 **All Using Agencies**

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

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

Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

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: Vistacom Inc.

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 **All Using Agencies**

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

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

Sincerely,

X

Angela Nolan
Chief Operating Officer
Vistacom Inc.
610-791-9081

Acknowledged,

X

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



CLARIFICATION LETTER

November 5, 2018

Vistacom Inc
Daniel Gundry
dgundry@vistacominc.com

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

Dear Dan:

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 that Vistacom, Inc. 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

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



November 6, 2018

Commonwealth of Pennsylvania
Department of General Services
515 North Office Building
Harrisburg, PA 17125

ATTN: Amy McFadden

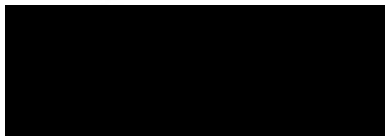
SUBJECT: RFP #6100046056
Response to Clarification Letter Request dated 11/5/18

Referencing the clarification request in your November 5th e-mail, please note the following response indicated in Vistacom's Technical Submittal Response, Item 3.20 (page 11):

Vistacom acknowledge the requirement related to software licensing agreements and the Commonwealth <referencing Section VI, E, 3> and will ensure that the Commonwealth has entered into a software licensing agreement with the software licensor as required. Vistacom not provide equipment where this is not the case.

Should you require any additional information or clarification, please do not hesitate to contact me at 610-248-3007.

Thank you.



Signature

Dan Gundry
Director of Sales

APPENDIX B - CAPABILITY ATTESTATION FORM

I, Angela Nolan [Name], Chief Operating Officer [Title] with Vistacom, Inc. [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 Angela Nolan, C.O.O.

10-29-2018

Date

APPENDIX C
PROJECT REFERENCES

Reference #1	Administrative Office of the U.S. Courts – Harrisburg Courtroom Technology	
Contract Value	\$174,102.22	
Nature and Scope of Project:	Project included HD Video Upgrade using the Creston DM platform, as well as an upgrade to the existing audio system. This included a Crestron control program for audio and video source routing, video conferencing equipment, microphones, speakers, and annotation devices.	
Project Duration:	Start Date Year: 2015	End Date Year: 2016
Nature of the Client:	U.S. District Court Courtroom #2 Harrisburg, Pa. Judges, lawyers, clerks, administrators, and other officers of the US courts.	
Nature of Client Audience:	This includes members of the Jury and Gallery observers, court reporters, and members of the public, including family, friends, and observers, Defense and Prosecution teams.	
Number of Users:	Multiple Users, including Judges, court clerks, defense and prosecution teams	
# & Composition of Vendor Employees & Consultants Assigned:	<p>Vendor Project Manager/Key Consultant on Project Team: Dennis Angione, PM Carl Cadden-James – Systems Design Engineer Ed Schmoyer – Programmer Mark Diromualdo -Integrator CTS-1</p> <p>Turn-Key; Supply equipment, design, control code, installation and integration for the courtroom audio and HD video upgrade. Warranty Support also provided.</p>	
Client Contact Information:	<p>Reference Contacts: Name: Jeff Groff Title: Systems Manager Full Address: 228 Walnut Street, Harrisburg, PA 17101 Telephone: 717-221-3933 E-mail: jeff_groff@pamd.uscourts.gov Relation/Role to Project: Lead Systems Manager</p> <p>Name: Brian Davis Title: Automation Specialist Full Address: 100 State Street, Rochester, NY 14614 Telephone: 585.613.4350 E-mail: brian_davis@nywd.uscourts.gov Relation/Role to Project: Specialist / Technical Support.</p>	

APPENDIX C
PROJECT REFERENCES

Reference #3	PennDOT Region 8	
Contract Value	\$82,200.00	
Nature and Scope of Project:	Full system upgrade which included the full replacement of the Transform A processor with a new Transform N processor along with NGP decoding hardware. Also included were all servers and software necessary for controlling the system using the CMS platform. This upgrade provided a true network based platform that is consistent with technology deployed in other statewide transportation sites such as the Pennsylvania Turnpike and SEPTA.	
Project Duration:	Start Date Year: 2014	End Date Year: 2014
Nature of the Client:	PA Department of Transportation PennDOT Engineering District 8-0 Regional Traffic Management Center & Jacobs Engineering Group	
Nature of Client Audience:	25 traffic monitors/ coordinators along with PADOT directors and PADOT supervisors.	
Number of Users:	Approximately 30	
# & Composition of Vendor Employees & Consultants Assigned:	<p>Vendor Project Manager/Key Consultant on Project Team: Account Rep: Dan Gundry Design Engineer: Matt Boyer Project Manager: Mike Abelovsky System Integrator: Matt Longo CTS-1 / Adam Fosbenner CTS-1</p> <ol style="list-style-type: none"> 1. Provided submittal drawings showing all signal connectivity and rack elevations for proposed option. 2. Remove existing hardware. 3. Install and terminate all new hardware. 4. Build and configure all Barco servers. 5. Test interface into Vidsys and VSOM platforms. 6. Minimize downtime of the existing display wall and do final cutover . 7. Provide one full day of training for PennDot staff. 8. Provide one-year warranty of new hardware and software. 	
Client Contact Information:	<p>Reference Contacts: Name: Marc Schmiedel Title: RTMC Assistant Supervisor Department: PennDOT Engineering District 8-0 Full Address: 2140 Herr Street Harrisburg PA 17103-1699 Telephone: 717.783.3935 E-mail: mschmiedel@pa.gov Relation/Role to Project: Main Contact</p>	

APPENDIX C
PROJECT REFERENCES

	<p>Name: Jacobs Engineering Title: Systems Engineer Department: Full Address: 2 Penn Plaza, Suite 603, New York, NY 10121 Telephone: 212 946 2288 E-mail: bevil.pierre@jacobs.com Relation/Role to Project: Jacobs Systems Engineer</p>
--	--

APPENDIX D - DEDICATED CONTACTS
INSTRUCTIONS
1.) Fill in as defined in the Technical Submittal for RFP 6100046056 (Qualifications)

InfoComm International Association (ICIA) Gold or Higher Certified (Avixa APEX)

Vistacom (refer to attached certificate)

ICIA Certified Technology Specialist (CTS-D) designers

Michael Parry (refer to attached resume)

Warren Osse

Randy Fisher

ICIA Certified Technology Specialist (CTS-I) installers

Brian Ashland

Robert Bonfrancesco

Matt Boyer (refer to attached resume)

Mark DiRomualdo

Kelly Mahan

Darin McCaa

John Pondish

AMX ACE Certified Programmer

Mark Ripley (refer to attached resume)

Lewis Paulino

Edward Schmoyer

Crestron Certified Programmer

Mark Ripley (refer to attached resume)

Lewis Paulino

Edward Schmoyer

Ron Stangl

Jean-Pierre Van Spanje

Microsoft Certified System Engineer (MCSE) and Microsoft Certified System Administrator (MCSA) certified or higher network engineers on staff.

Justin Nolan (refer to attached resume)

Dedicated Contacts

	Name	Email	Phone
Account Manager	Daniel Gundry	dgundry@vistacominc.com	484-661-5737
Service Manager	Tom Iasiello	tiasiello@vistacominc.com	484-661-5720
Service Desk Number	Tom Iasiello & Ron Bachman	service@vistacominc.com	1-877-442-3555



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:

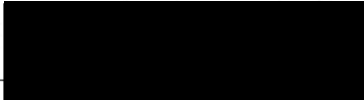
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection 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: Secretary/Treasurer DATE: 10-26-2018

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, Angela R. Nolan, Chief Operating Officer of Vistacom Inc. a Pennsylvania corporation, ("Contractor") located at 1902 Vultee Street, Allentown, PA 18103, having a Social Security or Federal Identification Number of 23-1439879, 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]

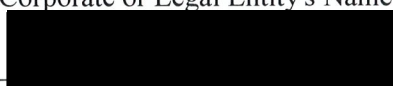
The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:



Signature/Date

Linda Schiaffino, Controller _____
Printed Name/Title

Vistacom Inc. _____
Corporate or Legal Entity's Name


Signature/Date

Angela R. Nolan, Secretary/Treasurer _____
Printed Name/Title

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	MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Full line of AV equipment	Allen & Heath	England & China
Full line of AV equipment	AMX	Texas and Mexico
Full line of AV equipment	AKG	China
Full line of AV equipment	Anchor Audio	California
Full line of AV equipment	APC	Phillipines
Full line of AV equipment	Ashly	New York
Full line of AV equipment	Atlas Sound	Illinois, Indiana, Texas, New Mexico, Kentucky
Full line of AV equipment	Atlona	various
Full line of AV equipment	AtteroTech	Indiana
Full line of AV equipment	Audio Technica	Ohio
Full line of AV equipment	Audix	Oregon
Full line of AV equipment	AVF (Audio Visual Furniture)	Canada
Full line of AV equipment	Barco	Belgium
Full line of AV equipment	Belden	Indiana
Full line of AV equipment	Beyerdynamics	New York
Full line of AV equipment	Biamp	Oregon
Full line of AV equipment	Black Box	Pennsylvania
Full line of AV equipment	Brightsign	California
Full line of AV equipment	BSS	China
Full line of AV equipment	CablesToGo (C2G)	UK
Full line of AV equipment	Cambridge Sound Management	China
Full line of AV equipment	Chief	Minnesota
Full line of AV equipment	Christie Digital	Canada
Full line of AV equipment	ClearTouch	various
Full line of AV equipment	Cisco	various
Full line of AV equipment	ClearOne	Utah
Full line of AV equipment	Clock Audio	UK

Full line of AV equipment	Community	Pennsylvania
Full line of AV equipment	Comprehensive	various
Full line of AV equipment	Contemporary Research	Texas
Full line of AV equipment	Countryman	California
Full line of AV equipment	Covid	Arizona
Full line of AV equipment	Crestron	New Jersey
Full line of AV equipment	Crown	China
Full line of AV equipment	Da-Lite	Indiana
Full line of AV equipment	Danley	Georgia
Full line of AV equipment	Denon & Marantz	Japan
Full line of AV equipment	Digital Projection	UK
Full line of AV equipment	Draper	Indiana
Full line of AV equipment	Earthworks	China
Full line of AV equipment	Electro-Voice	Minnesota
Full line of AV equipment	Elmo	Japan
Full line of AV equipment	ELO	various
Full line of AV equipment	Epson	Japan
Full line of AV equipment	Evans	Canada
Full line of AV equipment	Exhibio	New York
Full line of AV equipment	Exterity	UK
Full line of AV equipment	Extron	California
Full line of AV equipment	Fulcrum Acoustics	Massachusetts
Full line of AV equipment	Furman	various
Full line of AV equipment	FSR	New Jersey
Full line of AV equipment	Gator Cases	Indiana
Full line of AV equipment	Gefen	China
Full line of AV equipment	Genelec	Finland
Full line of AV equipment	Harman Pro	various
Full line of AV equipment	Hitachi	Japan
Full line of AV equipment	Icron Technologies	Canada
Full line of AV equipment	IHSE	Singapore
Full line of AV equipment	InFocus	Oregon
Full line of AV equipment	Innovox	Minnesota
Full line of AV equipment	JBL	China and Mexico
Full line of AV equipment	Kanex Pro	various

Full line of AV equipment	Kramer	Israel
Full line of AV equipment	Lab Gruppen	China
Full line of AV equipment	Leon Speakers	Michigan
Full line of AV equipment	Liberty Cables	Arizona
Full line of AV equipment	Listen Technologies	various
Full line of AV equipment	Littlite	Michigan
Full line of AV equipment	Logitech	China
Full line of AV equipment	Lumens	China and Taiwan
Full line of AV equipment	Marantz	Japan
Full line of AV equipment	Marshall Electronics	US, China, Japan, Korea, Russia
Full line of AV equipment	Mediasite	Japan
Full line of AV equipment	Media Vision	China
Full line of AV equipment	Mersive	China
Full line of AV equipment	Middle Atlantic	New Jersey
Full line of AV equipment	MSE Audio	UK
Full line of AV equipment	NEC	Japan
Full line of AV equipment	Neutrik	US, China, Japan, Germany
Full line of AV equipment	Nigel B Design	Utah
Full line of AV equipment	Opticis	Korea
Full line of AV equipment	Orion Images	Korea
Full line of AV equipment	OWI	California
Full line of AV equipment	Pakedge	China
Full line of AV equipment	Panasonic	Japan
Full line of AV equipment	Peavey	China
Full line of AV equipment	Peerless	Philippines
Full line of AV equipment	Planar	France, North America, Finland
Full line of AV equipment	Polycom	Thailand, China, Singapore
Full line of AV equipment	Premier Mounts	California
Full line of AV equipment	Presonus	Louisiana
Full line of AV equipment	ProCo Sound	China
Full line of AV equipment	Prysm	various
Full line of AV equipment	QSC Audio	California
Full line of AV equipment	Quam-Nichols	Illinois
Full line of AV equipment	Rane	China
Full line of AV equipment	RDL	Arizona

Full line of AV equipment	Revolabs	China
Full line of AV equipment	RGB Spectrum	California
Full line of AV equipment	Rockustics	Kansas, France
Full line of AV equipment	Seneca Data	New York, China
Full line of AV equipment	Sennheiser	New Mexico, UK
Full line of AV equipment	Shure	Mexico, China
Full line of AV equipment	Sound Control Technologies	Connecticut
Full line of AV equipment	Soundcraft	China and UK
Full line of AV equipment	Soundtube	Kansas
Full line of AV equipment	Spinetix	Germany
Full line of AV equipment	StarTech	Canada
Full line of AV equipment	Stewart Audio	California
Full line of AV equipment	Sunbrite TV	California
Full line of AV equipment	SurgeX	China
Full line of AV equipment	SVS Lifts	Florida
Full line of AV equipment	Switchcraft	Illinois
Full line of AV equipment	Symetrix	Washington
Full line of AV equipment	Tannoy	China, Scotland
Full line of AV equipment	Tascam	China
Full line of AV equipment	Telex (Bosch)	Minnesota, China
Full line of AV equipment	Thomas Regout dba e-Box and BalanceBox	China
Full line of AV equipment	Tightrope	Minnesota
Full line of AV equipment	Total Channel	China
Full line of AV equipment	Tripp-Lite	Illinois, Mexico, China
Full line of AV equipment	TV One	UK
Full line of AV equipment	Ultimate Support	Colorado
Full line of AV equipment	Vaddio	Minnesota
Full line of AV equipment	Viewsonic	Taiwan
Full line of AV equipment	Vivitek	China
Full line of AV equipment	Unilumin	China
Full line of AV equipment	West Penn Wire	Pennsylvania
Full line of AV equipment	Williams Sound AV	Minnesota
Full line of AV equipment	Winsted	Minnesota
Full line of AV equipment	Wiremold (Liberty)	Illinois
Full line of AV equipment	Xantech	China

Full line of AV equipment	Yamaha	Japan
Full line of AV equipment	ZeeVee	China
AV equipment control system	AMX	Texas and Mexico
AV equipment control system	Crestron Electronics, Inc.	New Jersey
AV equipment control system	Extron	California
AV equipment control system	FSR	New Jersey
AV equipment control system	QSC	California
Displays, Monitors & Projectors	Barco	Belgium
Projection Screens	Da-Lite Screen Company, Inc.	Indiana
Projection Screens	Draper	Indiana
Projectors	Epson	Japan
Projectors	Hitachi	Japan
Displays, Monitors & Projectors	LG	Korea
Displays, Monitors & Projectors	Marshall Electronics	US, Japan, China, Russia
Displays, Monitors & Projectors	NEC Display Solutions	Japan
Displays, Monitors & Projectors	Sharp Electronics Corp.	Japan
Displays, Monitors & Projectors	Samsung	Korea
Displays, Monitors & Projectors	Christie Digital	Canada
DirectView LED Displays	Unilumin	China
Displays, Monitors & Projectors	Digital Projection	UK
Displays, Monitors & Projectors	Planar	France, North America, Finland
Projection Screens	Stewart Flimscreen	California
Rack systems & power management	APC	Philippines
Rack systems & power management	Middle Atlantic	New Jersey
Rack systems & power management	SurgeX	China

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: Vistacom Inc.
1902 Vultee Street
Allentown, PA 18103

- 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: 1902 Vultee Street, Allentown, PA 18103
 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: 10-18-1954
 - (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> VISTACOM INC.	
<i>By (Authorized Signature)</i> [REDACTED]	
<i>Printed Name and Title of Person Signing</i> Angela R. Nolan, Secretary/Treasurer	<i>Date Executed</i> 10-29-2018

OPTION #2 – EXEMPTION

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

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

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

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

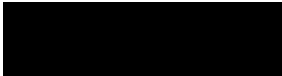
The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary 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.

	Secretary/Treasurer	10-29-2018
_____ Signature	_____ Title	_____ Date



1902 Vultee Street, Allentown, Pennsylvania 18103

Tel.: 800-747-0459

E-mail: dgundry@vistacominc.com

Fax: 610-791-9510

Dan Gundry, Director of National Control Room Sales

TECHNICAL SUBMITTAL PREPARED FOR

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG, PENNSYLVANIA

October 30, 2018

515 North Office Building
Harrisburg, PA 17125

ATTN: Amy McFadden

**SUBJECT: Technical Submittal
Solicitation #6100046056
PA State Contract – Professional Broadcast, Audio Visual (AV) and Multimedia**

On behalf of Vistacom, it is my pleasure to provide a technical submittal for the Professional Broadcast, Audio Visual (AV) and Multimedia Equipment and Services State Contract for Pennsylvania. This technical submittal is accompanied by all required appendices, attachments, and other such documentation.

I confirm that Vistacom is duly certified, licensed and otherwise able to and capable of performing all tasks required by the RFP. This proposal remains valid for 120 days or until a contract is fully executed, whichever is later.

If you have any questions or require any additional information, please do not hesitate to contact me at 484-661-5734 or on my cell phone at 484-538-8173.



Pennsylvania State Contract
Professional Broadcast, Audio Visual (AV) and Multimedia Equipment and Services

TECHNICAL SUBMITTAL

1. Company Profile



Vistacom is consistently ranked among the Top 50 Systems Integrators nationally as reported in Systems Contractor News magazine. This listing provides another measure of success for the technology systems industry.

Vistacom is celebrating its 64th year of providing high quality, cost-effective, state-of-the-art audio-visual technology products and services. From its inception and through today, the philosophy adopted by the Ferlino family has always been to “get it right at the drawing stage”. Although the technology has changed dramatically since the company’s founding, the core values remain true to the founder's vision.

Vistacom employs more than fifty technical employees in the areas of engineering, project management, software programming, installation and service. Vistacom dedicates a project team solely focused on your project. This project team is certified at the highest possible levels within their respective disciplines. Vistacom fully subscribes to AVAQ’s AV9000 Quality Assurance standards to further provide value and reliability to our clients’ technology investments.

Vistacom has a fully staffed and dedicated service department capable and ready to provide comprehensive warranty coverage as well as ongoing service and preventative maintenance to ensure long use and reliability of your audio-visual systems.

Vistacom’s headquarters in Allentown, Pennsylvania utilizes over 30,000 square feet of storage and fabricating space. All materials in storage or in transit are covered 100% by Vistacom’s Risk of Loss insurance policy.



Pennsylvania State Contract
Professional Broadcast, Audio Visual (AV) and Multimedia Equipment and Services

TECHNICAL SUBMITTAL

2. Certifications



Vistacom has achieved the highest level of certification with AVIXA (formerly InfoComm) as an Audiovisual Provider of Excellence (APEX). The APEX program recognizes integration firms dedicated to upholding industry excellence by providing quality service and outcomes to customers.



Vistacom provides full range of Project Management services in accordance with the PMI guidelines. Vistacom's certified Project Management Professionals are well-versed in project management terminology and processes, and demonstrate competence to perform in their roles. The guidance of our PMP ensures that a client's whole project team will know and take the right steps for initiating, executing, and closing projects on-time and within budget - and therefore guiding the probability of success on the client's terms.



Vistacom has always maintained the highest degree of quality assurance and demonstrates this commitment to successful project and client outcomes with its company-wide AV9000 Compliant Quality Assurance Process. AV9000 is an industry best practice measuring effective quality management systems which are in place to assure technologies are deployed in the best possible manner, providing cost and time savings to all parties.



As part of Vistacom's commitment to safety, all Installation Teams have attended OSHA's 10-hour Construction Safety Training Program. This training program is designed to help ensure workers are knowledgeable about workplace hazards, preventative measures and overall safety management. Furthering that commitment, Vistacom's Trainer is an Authorized OSHA Construction Trainer who also facilitates Vistacom's Safety Program and Toolbox Talks.



Pennsylvania State Contract
Professional Broadcast, Audio Visual (AV) and Multimedia Equipment and Services

TECHNICAL SUBMITTAL



Vistacom is a Microsoft Gold Certified Partner. Gold Certified Partners possess a high degree of competence and expertise with Microsoft technologies, and demonstrate their proficiency in one or more Microsoft Competencies.



Cisco Premier Certification recognizes and rewards partners that have achieved best-in-class certification and specialization. Cisco Premier Certified Partners provide an enhanced level of service and support related to a customer's routing, switching, security and video network. Vistacom is proud to hold this certification and deliver stable and reliable network-based services and solutions.

3. Technical Submittal Response

Vistacom's overall Proposal Response is contained within the breadth of documentation submitted and has been developed specifically to address the technical, contractual, and costing requirements. In addition to the submitted documentation found elsewhere in this proposal package, and in direct reference to questions and requests for information within the Technical Submittal Requirements document, please find the following responses:

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

Vistacom understands the intent of the Commonwealth to procure guaranteed maximum pricing for a wide variety of audio-visual, broadcast, and multimedia equipment and services. Vistacom believes it is uniquely qualified to provide these offerings based on our many years of supporting Pennsylvania institutions and departments of the Commonwealth.

3.2 Section IV, A – Company Overview. The Offeror shall provide an overview of the company.



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Vistacom is celebrating its 64th year of providing high quality, cost-effective, state-of-the-art audio-visual technology products and services. From its inception and through today, the philosophy adopted by the Ferlino family has always been to “get it right at the drawing stage”. Although the technology has changed dramatically since the company’s founding, the core values remain true to the founder's vision.

Vistacom employs more than fifty technical employees in the areas of engineering, project management, software programming, installation and service. Vistacom dedicates a project team solely focused on your project. This project team is certified at the highest possible levels within their respective disciplines including multiple CTS, CTS-D and CTS-I technicians. Vistacom fully subscribes to AVAQ’s AV9000 Quality Assurance standards to further provide value and reliability to our clients’ technology investments and is an AVIXA (formerly InfoComm) certified Audiovisual Provider of Excellence (APEX). Vistacom also retains on staff multiple AMX ACE and Crestron Certified Master Programmers. Also, as a Gold Partner with Microsoft, Vistacom has multiple MCSE and MCSA engineers in addition to other networking and IT certifications.

Vistacom has a fully staffed and dedicated service department capable and ready to provide comprehensive warranty coverage as well as ongoing service and preventative maintenance to ensure long use and reliability of your audio-visual systems.

Vistacom’s headquarters in Allentown, Pennsylvania utilizes over 30,000 square feet of storage and fabricating space. All materials in storage or in transit are covered 100% by Vistacom’s Risk of Loss insurance policy.

Vistacom has provided additional information in the submitted Appendix B – Capability Attestation Form.



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- 3.3 Section IV, 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.**

Vistacom has been providing the specified services as an Authorized and Value Added Reseller for 64 years. Vistacom has worked with multiple state agencies over the past five (5) years to successfully implement and support their mission critical audio-visual systems including the Pennsylvania Emergency Management Agency, Administrative Offices of Pennsylvania Courts and the Pennsylvania Department of Transportation, to name a few. Vistacom's annual revenue of \$23M far exceeds the minimum threshold noted above.

Additional information can be found in Appendix B – Capability Attestation Form and other sections of this proposal response.

- 3.4 Section IV, B, 1 – The Offeror must include at least three (3) client/project references with its proposal.**

Vistacom has provided references for three (3) recent projects completed for the Pennsylvania Emergency Management Agency, Pennsylvania Department of Transportation, and the Administrative Offices of United States Courts – Middle District under Appendix C – Project References.

- 3.5 Section IV, B, 2 – The Offeror must show what work was completed by subcontractors for each of the projects referenced.**

Vistacom self-performed two of the three projects referenced in Appendix C – Project References. For the Pennsylvania Emergency Management Agency project, Vistacom utilized two subcontractors, one for the low voltage and structured cabling installation and one for miscellaneous carpeting that was included in our contract.



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- 3.6 Section IV, B, 3, a – The Offeror shall provide details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards received.**

Vistacom is the only audio-visual company in the country that is certified as BOTH an AVIXA (formerly InfoComm) Audiovisual Provider of Excellence (APEX) and AV9000-compliant for Quality Assurance.

In addition, Vistacom is a certified Gold Partner with Microsoft and a Cisco Premier Certified Partner, both requiring the highest levels of compliance, quality assurance, and implementation standards.

- 3.7 Section IV, B, 3, b – The Offeror shall provide details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.**

The AV9000 standard for quality assurance is governed by the Association for Quality in Audio-Visual (AQAV). Vistacom's entire delivery process from sales through service is certified in this standard. This standard ensures the highest degree of performance, oversight, and documentation throughout the service delivery and project life cycle.

- 3.8 Section IV, B, 3, c – The Offeror shall include any certification levels earned by the Offeror or key personnel.**

In addition the certifications listed above, Vistacom has earned the highest certifications from key manufacturer partners such as Crestron, AMX, Barco, Christie Digital, Biamp, Haivision, Legrand, Extron, NEC, and Prysm to name a few.

- 3.9 Section IV, 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?**

No.



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3.10 Section IV, B, e – How long has Offeror provided this solution?

Vistacom has been provided audio services for 64 years and began delivering video services in 1988.

3.11 Section IV, C – Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work.

Vistacom's principal owners, Jim Ferlino and Angela Nolan, are engaged in the daily work of managing and leading the Vistacom team. Key decisions may be made by them on a range of issues on an immediate basis; at the same time, a team of senior directors including Sales, Operations, and Managed Services, are empowered to support clients and projects on an even closer basis. This leadership team, along with the corresponding project teams will be available to the Commonwealth and its agencies to effect the best possible outcome of its projects and support requirements.

A total of seventy-five (75) employees work for Vistacom, primarily out of its Allentown, Pennsylvania headquarters. Over 50 of these employees work in technical areas of engineering, installation, programming, service, and project management.

Additional information on the dedicated contacts requested is provided in Appendix D – Dedicated Contacts.

3.12 Section IV, D – Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project.

Vistacom rarely uses subcontractors as part of its system deployments and support contracts in an effort to maintain the highest levels of quality assurance on behalf of our clients. In addition, due to the highly technical nature of our projects, implementation and commissioning is required to be done by certified and trained technicians.



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Vistacom does work with a select list of low voltage contractors for tasks such as structured cable installation. This list includes both open shop and union firms, including some small and diversified contractors, depending upon the requirements of the project jurisdiction. Any such project that might require a subcontractor will be carefully evaluated with any recommended subcontracting plan reviewed with our customers prior to award and implementation of a given project.

3.13 Section V - 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

Vistacom has been a financially stable company for over 60 years. Our average revenue for the past three years is \$20,000,000 at consistent profitability levels. Our current bonding capacity is \$15,000,000, and over the years Vistacom has been issued performance and payment bonds for contracts valued in the range of \$50,000 to \$7,000,000. Vistacom's available banking open line of credit is \$2,500,000 which can be increased to \$3,300,000 for specific project needs if necessary. Vistacom has regularly met or exceeded our banking covenants for our financial solvency associated with our line of credit. This available line of credit is more than sufficient to finance our current business needs as well as any additional financial requirements under this contract. We will provide past years financial statements if required upon request.

3.14 Section VI, 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.

Vistacom utilizes Microsoft Dynamics SL and Dynamics 365 as its ERP, CRM, and Service platforms. Orders are processed and tracked through Dynamics SL with project teams mobilized and projects prioritized through various project management tools within the Microsoft Dynamics platform.

As it relates to escalation and resolution, Vistacom's Project Management and Leadership teams are empowered to quickly resolve issues on behalf of clients and projects. At the beginning of every project, the client representative(s) are



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given a Project Team Directory which includes not only the immediate project contacts, but also contact information for points of escalation including Director and C-Level individuals. As a business where its owners are also engaged in the day-to-day operation, escalation and resolution to even the highest levels of Vistacom is a quick and personal process.

3.15 Section VI, 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.

One of the cornerstones of Vistacom's 64 years in business has been its Service Team. Vistacom offers a multitude of options to its clients in terms of managed services, maintenance, and support coverage. Appendix A – Cost Submittal details out this requirement.

Vistacom offers a 2-hour standard phone response with 24/7 remote helpdesk availability. Remote access via dedicated or ad hoc VPN helps to expedite response.

Vistacom offers different levels of on-site service consistent with the RFP requirement definitions of Mission Critical, Semi-Mission Critical, and Non-Mission Critical.

Vistacom acknowledges the five (5) year fixed cost requirement for service and support system plans.

3.16 Section VI, C – Quality and Reliability. The equipment is expected to perform in an efficient manner with a minimum of down time.

Vistacom acknowledges the 60-Day (Rolling) Repetitive Service requirement and will follow this plan as outlined.

3.17 Section VI, D – Warranties.

Vistacom provides a full one (1) year system warranty on all new integrated projects and does offer extended warrantees as requested and required.



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Vistacom acknowledges and agrees to all the requirements outlined in this section of the RFP documents.

Additional information is included within Appendix A – Cost Submittal.

3.18 Section VI, E, 1 – Equipment Requirements that all devices must be new. Used, remanufactured or reconditioned items are not acceptable.

Vistacom will only provide new equipment as part of its Commonwealth projects. No “B” stock, used, remanufactured or reconditioned products will be implemented.

3.19 Section VI, E, 2 – Equipment Requirements related to the Americans with Disabilities Act (ADA).

Vistacom acknowledges this requirement and will notify the Commonwealth accordingly any equipment being offered that may be used or adapted for use by impaired individuals according to ADA regulations.

3.20 Section VI, E, 3 – Equipment Requirements related to software licensing agreements and the Commonwealth.

Vistacom acknowledges this requirement and will ensure that the Commonwealth has entered into a software licensing agreement with the software licensor as required. Vistacom will not provide equipment where this is not the case.

3.21 Section VI, F – Order Requirements.

Vistacom is familiar with and accept’s the Commonwealth’s Pcards in addition to SRM purchase orders.

Vistacom acknowledges that all orders are packaged properly and safely and include an identifiable packing slip. Partial shipments will be provided as requested by the Commonwealth. Any damage claims arising from shipping and delivery of goods shall be filed, processed, and collected by Vistacom.



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- 3.22 Section VI, G, 1 – Services – The Offeror shall provide all tools and supplies necessary to perform all work for Installation services.**

Vistacom will provide the full scope of requirements and responsibilities as outlined within the RFP document including the planning, project management, timely installation, and support of all projects.

- 3.23 Section VI, G, 2 – Services – The Offeror shall provide all tools and supplies necessary to perform all work for Asset Tagging services.**

Vistacom shall provide and affix a Commonwealth agency inventory asset tag to all new equipment as required. This process will be coordinated with each agency during the planning phase of each new project.

Vistacom's ERP system tracks this information and can report to the Commonwealth this information as required.

- 3.24 Section VI, G, 3 – Services – The Offeror shall provide all tools and supplies necessary to perform all work for Preparation for Relocation & Transportation to/from DGS Warehouse services.**

Vistacom acknowledges this requirement.

- 3.25 Section VI, G, 4 – Services – The Offeror shall provide all tools and supplies necessary to perform all work for Transport to DGS Warehouse services.**

Vistacom acknowledges this requirement.

- 3.26 Section VI, G, 5 – Services – The Offeror may update their price list or product changes biannually.**

Vistacom acknowledges this requirement.

- 3.27 Section VI, G, 6 – Services – The Offeror shall provide the Commonwealth with a link to the OEM's current price list.**

Vistacom acknowledges this requirement.



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3.28 Section VI, G, 7 – Services – The Offeror must provide training for the Commonwealth staff, if requested by the Commonwealth.

Vistacom acknowledges this requirement.

3.29 Section VI, H – Service Level Agreements. The Offeror shall acknowledge and comply with the Service Level Agreements as stated in Appendix G, Service Level Agreements.

Vistacom acknowledges this requirement.

3.30 Section VI, I – Emergency Preparedness.

Vistacom has provided a copy of its Business Continuity plan under Attachment 1 at the end of this Technical Submittal.

3.31 Section VII, A – Order and Delivery of Equipment. Offeror shall describe their order and delivery services.

Vistacom kicks off all projects internally immediately upon receipt of an order. This also commences the product ordering process assuming there is not a requirement for shop drawings or product data submittals prior to ordering of equipment. In those instances, product ordering takes place immediately upon approval of those submittals.

Any long lead items will be identified and the Commonwealth will be notified.

Any product that does not require installation into an integrated audio-visual system will be delivered immediately to the Commonwealth agency upon receipt. In the instance that a product is being integrated into an equipment rack or a pre-staged system, then the entire assembly shall be considered “the product” and it will be delivered to site within the fifteen (15) business days or agreed upon date.

The order, pre-staging (if required), and delivery of equipment is an integral part of the project delivery process and will be documented as part of the Project Schedule.



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3.32 Section VII, B – Installation of Equipment. The Offeror is responsible for the installation of all equipment and shall certify readiness for operation in writing.

According to Vistacom’s AV9000 Quality Assurance process, Vistacom conducts pre-site inspections at least once on all of its projects. Typically this occurs prior to a technical scope of work and quote being developed, but also occurs just prior to the deployment of the project to ensure all field-related issues are identified and addressed so that the project can be successful.

At the conclusion of installation, Vistacom documents, in an AV9000-compliant checklist format, system readiness and will provide copies to the Commonwealth agency as required.

AV9000’s Quality Assurance testing plan provides a list of calibrations and testing that is required to be performed and reviewed by the installation team. This checklist is amended for consultant-driven projects to include scope-specific requirements, specific testing parameters, and other relevant information.

This installation testing plan and checklist is used by the shop and field technicians and signed off on by the Lead Technician and the Quality Assurance Supervisor. If a system does not pass this first test by either the Lead Technician or Quality Assurance Supervisor, it is kicked back to the shop and/or field technicians for remediation and retesting. Every installation checklist is also customized to include any project-specific testing requirements set forth in the Audio-Visual Specifications or Scope of Work to ensure we are meeting the requirements and expectations of the Commonwealth agency.

These reports will include copies of the asset tracking report and other ancillary tests that indicate system readiness. A preliminary punchlist may also be generated for remediation.

3.33 Section VII, C – Equipment Maintenance and Repair Service.

The mission of the Vistacom’s Service Department is to maintain warranty coverage of installed systems and to provide ongoing service and support for both Vistacom-installed and installed-by-others audio-visual systems. Vistacom’s



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Service Department employs seven (7) dedicated, trained and certified service technicians.

Vistacom's Service Department is engaged towards the end of each project and accompanies the Project Manager on a walkthrough of the installed systems as part of Vistacom's standard close-out procedures. This establishes the familiarity of our Service Department to the project and site and allows for the introduction of Service Department personnel to Dominion Energy's representatives. It also sets in place a clean transition from the Installation Team to the Service Department so there is no gap in support for the project.

Vistacom's Service Department is furnished with a complete set of as-built drawings, specifications for the project, warranty statements with required coverage and response times, and all software and manuals. Vistacom uses a service and support software program that enables service technicians to monitor the current status of all contracts and open service items while providing a detailed history of all service-related items. Vistacom tracks metrics such as service calls, average response times, nature of the problem, etc. with this software package. Diverse reporting provides feedback for improvement of response time, diagnosis of common problems for Service Bulletins to Clients, and other valuable information and historical perspective.

Vistacom confirms it shall have service technicians and the support infrastructure available to provide repairs that meet the service level agreement submitted in Appendix G – Service Level Agreements.

3.34 Section VIII, A – Project Management Plan.

Vistacom's Project Management Plan includes development of a project-specific Implementation Plan that encompasses communications, schedule maintenance, risk management, quality assurance and change management. Vistacom uses a project management approach that is aligned with the Project Management Institute (PMI) and AV9000. To this end, a Project Charter is developed at the beginning of all applicable projects to help facilitate and management the overall management of all projects.



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The first part of this Project Management Plan and Charter is determining who should be included in the communications chain, the preferred method for the different types of communications, and how frequently for the project team to meet and/or be updated. The Project Charter also tracks roles and responsibility containing a RACI chart and RTM to identify and communicate different responsibilities and coordination requirements. Vistacom uses a host of Microsoft applications to facilitate this communication including Outlook, Teams, and Skype.

The second part of the Project Management Plan is risk management. Vistacom identifies potential project risks as part of its upfront feasibility during the estimating phase so we can put the tools and resources together to properly mitigate and/or manage those risks. In the Project Charter, we identify these risks, assess the potential for each risk, and review the plan to manage them with our clients. This risk management plan is a regular part of our status meetings to gauge whether a particular risk has increased or decreased and how to change the approach to managing a specific risk.

Schedule maintenance becomes a critical part of most projects due to our interaction with a significant number of other trades ranging from electrical to carpentry to furniture to HVAC and more. Vistacom plots out and tracks each project in Microsoft Project and overlays milestones and work by others against the overall construction schedule (if known). From there, the Project Manager is responsible to communication deviations from the schedule as proactively as possible.

Issue resolution and change management are both approached through the Project Manager first with a support and escalation path within Vistacom that is directly engaged with our Leadership Team. Change management is always assessed from the standpoint of time, cost, and resources. After review and approval, then changes are properly communicated, any changes to project documentation is completed, and proactive monitoring is undertaken to ensure the changes are efficiently completed.

Throughout the entire Project Management process, quality assurance overlays it all. Vistacom's AV9000 Quality Assurance process begins at project development and continues all the way through project completion and life cycle



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support. This process is supported through best practices and standards in the field and documented throughout.

3.35 Section VIII, B – IT Service Management.

Vistacom provides complete service and maintenance on all A/V system components and software utilizing the latest test equipment. Vistacom employs a full time staff of 7 highly qualified technicians dedicated to service and maintenance agreements and on call service with guaranteed response time, and complete inventory of repair parts. Vistacom maintains a complete service fleet of vehicles fully equipped with a complement of spare parts and tools, so they are always ready, willing, and able to solve most service issues on the spot. Our service technicians will provide onsite and offsite software and help desk support, as well as providing extensive back-up equipment to eliminate downtime during repair.

All work performed will be documented and recorded in a file specific to your location and system. This file will be an ongoing service history of your system including all site service, inspection information, telephone trouble tickets, technical issues, etc. We record this in an industry customized service package that compiles Service scheduling that allows us to centrally manage all aspects of a service request, from logging and dispatching to tracking and follow-up. This program also allows us the quickly log, analyze, and resolve service issues with streamlined access to service contracts, frequently asked questions, and provide reporting on historical customer information.

Vistacom utilizes Microsoft Dynamics™ SL Service Dispatch Program. This program is designed to track every detail of a service within our organization by providing complete automation of service call processing, dispatching, and service call completion. This comprehensive service business module streamlines the processing of tasks within our service department as well as enabling dispatching to efficiently manage our field technicians. Service Dispatch also accurately maintains customer information including account status, equipment, and service history.

The technical qualifications and skill sets of all Vistacom technicians are tracked in the service program. These skills are designed to track the expertise required



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by technicians to perform the work needed to resolve the technical problems on a service call matching the best technical skillsets for each technician with the problem reported.

The Microsoft SL Service Dispatch Program utilized by Vistacom has extensive reporting capabilities; including but not limited to open service tickets, service call history, service contract utilization, problem type analysis, help desk reporting, and various other customized reports.

Vistacom maintains a strict Client Remote Access Policy to support our clients efficiently and safely. The following is an overview of our Remote Access Policy:

Client Use

Vistacom Inc. and its business partners rely on powerful computer technology to facilitate our ability to serve clients. Securing this data and using care when it is accessed reduce the chances of harm. Everyone at Vistacom Inc., as well as Vistacom Inc. agents and contractors, share in the responsibility for maintaining the security of our information systems, data, equipment, and processes. The purpose of this document is to help you understand what you need to do in order to comply with Vistacom Inc.'s expectations for protecting our client's confidential information.

Scope

This policy applies to all Vistacom Inc. employees, contractors, vendors and agents with a Vistacom Inc.-owned or personally-owned computer or workstation used to connect to the Vistacom Inc. network or client network or workstations. This policy applies to remote access connections used to do work on behalf of Vistacom Inc., including reading or sending email and viewing intranet web resources. This policy covers any and all technical implementations of remote access used to connect to or from Vistacom Inc. networks.

Policy

It is the responsibility of Vistacom Inc. employees, contractors, vendors and agents with remote access privileges to or from Vistacom Inc.'s corporate



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network to ensure that their remote access connection is given the same consideration as the user's on-site connection to Vistacom Inc.

General access to the Internet for recreational use through the Vistacom Inc. network is strictly limited to Vistacom Inc. employees, contractors, vendors and agents (hereafter referred to as "Authorized Users"). When accessing the Vistacom Inc. network from a personal computer,

Authorized Users are responsible for preventing access to any Vistacom Inc. computer resources or data by non-Authorized Users. Performance of illegal activities through the Vistacom Inc. network by any user (Authorized or otherwise) is prohibited.

The Authorized User bears responsibility for and consequences of misuse of the Authorized User's access.

Authorized Users will not use Vistacom Inc. networks to access the Internet for outside business interests.

The sharing of credentials is not permitted. You may not use the user name / password or security token assigned to someone else. In addition, leaving your credentials visible in plain sight or "hidden" in an obvious place is prohibited.

You are prohibited from accessing or attempting to access information resources that are not specifically required to perform your job functions. If you inadvertently enter an unauthorized site or access unauthorized information (such as a folder, document, or database), end the access immediately, and report the event to your supervisor.

You have a responsibility to maintain security on the computer equipment used to access Vistacom Inc. resources: — You must apply current security patches to your computers used at home or off-site. — You must have Virus Protection software running with the latest version installed. — You must not leave an active session/connection to Vistacom Inc. unattended.



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For additional information regarding Vistacom Inc.'s remote access connection options, including how to obtain a remote access login, anti-virus software, troubleshooting, etc., go to your department manager or the IT manager.

Requirements

Secure remote access must be strictly controlled with encryption (i.e., Virtual Private Networks (VPNs)) and strong pass-phrases. For further information see the *Acceptable Encryption Policy* and the *Password Policy*.

Authorized Users shall protect their login and password, even from family members.

While using a Vistacom Inc.-owned computer to remotely connect to Vistacom Inc.'s corporate network, Authorized Users shall ensure the remote host is not connected to any other network at the same time, with the exception of personal networks that are under their complete control or under the complete control of an Authorized User or Third Party.

Use of external resources to conduct Vistacom Inc. business must be approved in advance by InfoSec and the appropriate business unit manager.

All hosts that are connected to Vistacom Inc. internal networks via remote access technologies must use the most up-to-date anti-virus software (place url to corporate software site here), this includes personal computers. Third party connections must comply with requirements as stated in the *Third Party Agreement*.

Policy Compliance

Compliance Measurement

The IT Department Manager will verify compliance to this policy through various methods, including but not limited to, periodic walk-throughs, video monitoring, business tool reports, internal and external audits, and inspection, and will provide feedback to the policy owner and appropriate business unit manager.



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Exceptions

Any exception to the policy must be approved by the IT Department Manager in advance.

Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

3.36 Section VIII, C – Monthly Reports.

Vistacom acknowledges this requirement.

3.37 Section VIII, D – Quarterly Reports.

Vistacom acknowledges this requirement.

3.38 Section VIII, E – Additional Reports.

Vistacom understands that the Commonwealth may request additional reports and/or remove the requirement for other reports at its sole discretion.



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As outlined herein and within the accompanying appendices and documentation, Vistacom is uniquely positioned to provide comprehensive implementation and support services for the Commonwealth and its using agencies for this contract. Our experience of integrating systems of varying complexity and scale is unsurpassed in the state.

Vistacom is excited at the prospect to partner with Commonwealth agencies to deploy reliable, quality, state-of-the-art technology systems to support the mission of the respective agencies and citizenry.

SUBMITTED BY:



Signature

Dan Gundry
Director of National Control Room Sales



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ATTACHMENT 1

Vistacom Business Continuity Plan



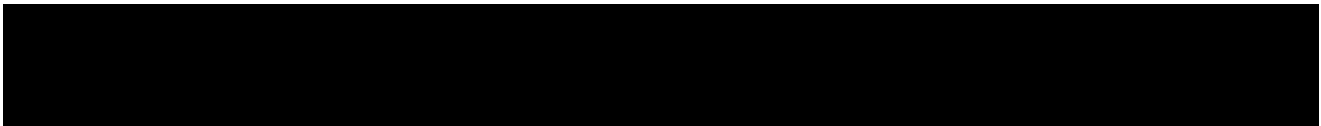
Business Continuity Plan

Doc ID: Vistacom BCP Final

Version 0.2 – 01-2017

Vistacom Inc.
1902 Vultee Street
Allentown, PA 18103

Telephone: (610) 791-9081
Fax: (610) 791-9510



Authorization

This plan has been prepared in accordance with the Vistacom Inc. Risk Management Policy and is authorized by the Chief Operating Officer.

.....

Angela R. Nolan

Chief Operating Officer

Distribution

The distribution of this plan to [Vistacom Inc.](#) recipients is controlled by the [Chief Operating Officer](#).

Title	Office Location	Copies
President	Allentown, PA	2
Controller/HR Director	Allentown, PA	2
Project Executive	Allentown, PA	2
Sales Manager	Allentown, PA	2
Engineering Manager	Allentown, PA	2
Project Mgmt & Integration Manager	Allentown, PA	2
Service Manager	Allentown, PA	2
Programming Manager	Allentown, PA	2
IT Director	Allentown, PA	2

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Glossary

ACTIVATION: The implementation of disaster recovery capabilities, procedures, activities, and plans in response to an emergency or disaster declaration; the execution of the recovery plan.

ALERT: Notification that a potential disaster situation exists or has occurred; direction for the recipient to stand by for possible activation of the Disaster Recovery Plan.

ALTERNATE SITE: An alternate operating location to be used by business functions when the primary facilities are inaccessible. 1) Another location, computer centre or work area designated for recovery. 2) Location, other than the primary facility, that can be used to conduct business functions. 3) A location, other than the normal facility, used to process data and/or conduct critical business functions in the event of a disaster. **SIMILAR TERMS:** Alternate Processing Facility, Alternate Office Facility, Alternate Communication Facility, Backup Location, Recovery Site, and Recovery Centre.

ALTERNATE WORK AREA: Office recovery environment complete with office infrastructure (desk, telephone, workstation, and associated hardware, communications, etc); also referred to as Work Space or Alternative Work Site.

APPLICATION RECOVERY: The component of Disaster Recovery that deals specifically with the restoration of business system software and data, after the processing platform has been restored or replaced.

BACKUP GENERATOR: An independent source of power, usually fuelled by diesel (sometimes natural Gas).

DISASTER RECOVERY PLANNING (BCP): Process of developing advance arrangements and procedures that enable an organization to respond to an event in such a manner that critical business functions continue with planned levels of interruption. **SIMILAR TERMS:** Contingency Planning, Recovery Planning.

BUSINESS CONTINUITY PROGRAM: An ongoing program supported and funded by executive staff to ensure business continuity requirements are assessed, resources are allocated, and recovery and continuity strategies and procedures are completed and tested.

COLD SITE: An alternate facility that already has the environmental infrastructure in place required to recover critical business functions or information systems, but does not have any pre-installed computer hardware, communications network, etc. These must be provisioned at time of disaster.

COMMAND CENTRE: Facility separate from the main facility and equipped with adequate communications equipment from which initial recovery efforts are manned and media-business communications are maintained. The management team uses this facility temporarily to begin coordinating the recovery process until the alternate sites are functional.

CONTACT LIST: A list of team members and/or key players to be contacted. (Mobile Number, Home Number, Pager, etc.)

CRISIS MANAGEMENT TEAM: A crisis management team will consist of key executives as well as key role players (i.e., media representatives, legal counsel, facilities manager, disaster recovery coordinator, etc.) and the appropriate owners of critical organization functions.

DAMAGE ASSESSMENT: The process of assessing damage, following a disaster, to computer hardware, vital records, office facilities, etc and determining what can be salvaged or restored and what must be replaced.

DECLARATION: A formal announcement by pre-authorized personnel that a disaster or severe outage is predicted or has occurred, and that triggers pre-arranged mitigating actions (e.g., move to an alternate site).

DISASTER: A sudden, unplanned catastrophic event causing great damage or loss. Any event that causes an organization to be unable to provide critical business functions for a pre-determined period of time.

DISASTER RECOVERY: Activities and programs designed to return [Vistacom Inc.](#) operations to an acceptable condition. 1) The ability to respond to an interruption in services by implementing a disaster recovery plan to restore [Vistacom Inc.](#) critical business functions.

DISASTER RECOVERY PLAN: The document that defines the resources, actions, tasks and data required to manage the business recovery process in the event of a business disruption. The plan is designed to assist in restoring the business process within the stated disaster recovery goals.

EMERGENCY: A sudden, unexpected event requiring immediate action due to potential threat to health and safety, the environment, or property.

HOT SITE: An alternate facility that already has the computer, communications and environmental infrastructure in place that is required to recover critical business functions or information systems.

MAXIMUM TOLERABLE OUTAGE (MTO): The maximum tolerable outage is the amount of time the critical business functions may be without the support of IT systems and applications before business operations are severely impacted. The MTO encompasses all activities from point of impact to point of recovery.

OFF-SITE STORAGE: Alternate facility, other than the primary production site, where duplicate vital records and documentation may be stored for use during disaster recovery.

RECOVERY POINT OBJECTIVE (RPO): The point in time to which systems and data must be recovered after an outage (e.g., end of the previous day's processing). RPOs are often used as the basis for the development of backup strategies.

RECOVERY TIME OBJECTIVE (RTO): The period of time within which systems, applications or functions must be recovered after a disaster declaration (e.g., one business day). RTOs are often used to determine whether or not to implement the recovery strategies/plan.

WARM SITE: An alternate processing site which is equipped with some hardware, and communication interfaces, electrical and environmental infrastructure which is only capable of providing backup after additional provisioning, additional software, or modifications.

PART ONE – ACTIVATE THIS PLAN

To activate this plan in the event of a real disaster, turn to PART SIX (Procedures)

1.1. Authority to Activate this Plan

The [Chief Operating Officer](#) has the **exclusive** authority to activate this plan by process of declaring a disaster. If this person is unavailable, the [President](#) may also declare a disaster.

The [Chief Operating Officer](#) will assume the role of Crisis Management Team Leader, and the associated responsibilities. The [Chief Operating Officer](#) may delegate the Crisis Management Team Leader role, or if the [Chief Operating Officer](#) is unavailable, the [President](#) may assume the Crisis Management Team Leader Role. See PART THREE – ORGANIZATION

1.2. Media Response

It should be noted that [Vistacom Inc.](#) staff must follow the *Media Crisis Management Procedure for Dealing with the Media.* – See APPENDIX I – MEDIA CRISIS MANAGEMENT

1.3. Document References

Description	Location
Fire & Emergency Guide	Chief Fire Warden
Risk Management Policy	Vistacom IT Policy
Internal Operations Guidelines	Vistacom Operations Manual
Operational Procedure	Vistacom Operations Manual

PART TWO – OVERVIEW AND SCOPE

2.1. Overview

A disaster is an event that significantly reduces [Vistacom Inc.](#) ability to provide normal services to its clients. Typically, an outage to the [Vistacom](#) core processes and systems exceeding 24 hours is deemed to be a disaster; however, when an event occurs greatly affects the level of impact to [Vistacom Inc.](#) operations.

This plan details the communications structure, role and responsibilities of the Crisis Management Team (CMT).

The CMT is responsible for managing the rapid and orderly resumption of [Vistacom Inc.](#) core processing; consequently, the members of the CMT have the appropriate authority and skills to accomplish their assigned tasks.

IT hardware and software problems, while they might in some instances be significant, will be resolved through normal problem resolution methods. The typical disaster involves an unscheduled event that causes the primary site (production site) to be inaccessible for an indefinite period of time. A disaster declaration begins the formal disaster recovery process described in this section.

2.2. Aim

The aim of this plan is to set out the mitigation, preparation, warning, response and business continuity arrangements for the [Vistacom](#) core processes and environment which are supported from the [Vistacom Inc.](#) office at [1902 Vultee Street, Allentown, PA.](#)

2.3. Objectives

The objective is to provide for restoration and continuation of [Vistacom](#) core processes and environment when a disaster occurs. This is accomplished by developing and maintaining a detailed Business Continuity Plan (BCP) that will organize and govern a disaster recovery operation. The BCP must:

- provide the information and procedures necessary to respond to an occurrence, notify personnel, assemble recovery teams, recover data and resume processing at the current or alternate site as soon as possible after a disaster has been declared
- create a disaster recovery structure strong enough to provide guidance to all interrelated groups, yet flexible enough to allow [Vistacom Inc.](#) personnel to respond to whatever type of disaster may occur
- provide specific action plans for each functional area
- identify those activities necessary to resume full services at the reconstructed disaster site or new permanent facility
- establish a return to a business as usual environment.

Note: Availability of backup data is critical to the success of disaster recovery. Backup and restore processes that include scheduling tape management, off-site storage, and data restorations are day-to-day processes covered in Vistacom operating procedures manuals. Good practices are monitored, as are the availability of backup media that can be readily restored.

2.4. Recovery Time Requirements

The following requirements are a result of the Business Impact Analysis process, which forms part of the Vistacom business continuity program:

- **Maximum Tolerable Outage (MTO).** The maximum tolerable outage is the amount of time Vistacom critical business functions may be unavailable before Vistacom business operations are severely impacted. The MTO encompasses all activities from point of impact to point of recovery completion as described in SECTION 5.1 Recovery Strategy.
- **Recovery Time Objective (RTO).** The Recovery Time Objective is the time taken to recover the in-scope services for Vistacom from disaster declaration to the point where the infrastructure is handed over to the Vistacom Inc. business teams. The RTO for Vistacom Inc. is 72 Hours.
- **Recovery Point Objective (RPO).** The recovery point objective is the worst data loss that the Vistacom Inc. is willing to accept. In other words, this is the point from which recovery of lost data must take place. The RPO for Vistacom Inc. is 24 Hours.

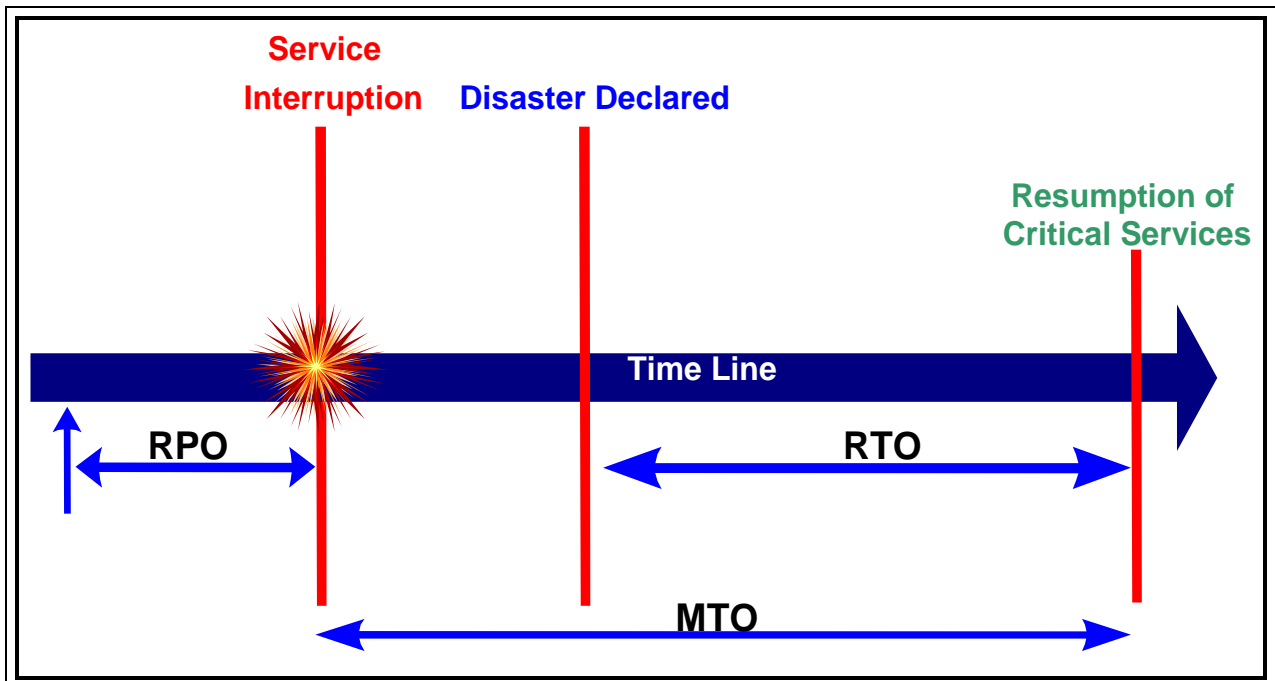


Figure 1: Recovery Time Requirements

2.5. Scope

2.5.1. Scope of Recovery

This plan is devised to address a significant outage of [Vistacom Inc.](#) core processes at the [Allentown, PA headquarters](#) and will therefore cover the following:

1. [Operations](#)
2. [IT&T Services](#)
3. [Human Resources](#)
4. [Financial Services](#)
5. [Building Services](#)
6. [Corporate Services](#)

2.5.2. Exclusions

- This BCP does not address the recovery of [Vistacom Inc.](#) business operations during a disaster, such as manual fallback procedures, resynchronization of business processes and applications. Responsibility for this resides with the relevant groups within [Vistacom Inc.](#).
- Any development or test environments.
- Any disaster affecting an area greater than the [Allentown, PA](#) (i.e., metropolitan area).

2.5.3. Recovery Validation

- System Health Checks performed by relevant [Vistacom Inc.](#) technical services.
- Validation checks performed by business representatives.

2.5.4. General Exclusions

- A disaster of such a magnitude that there are not enough personnel to resource the recovery in order to meet [Vistacom Inc.](#) objectives.

PART THREE – ORGANIZATION

3.1. The Crisis Management Team.

The Crisis Management Team (CMT) includes 3 sub-teams responsible for the successful execution of the Disaster Recovery Plan. These teams are:

- **The Management Team** — responsible for managing the recovery, and communicating with vendors, key clients, stakeholders and [Vistacom Inc.](#) senior management. This team is also responsible for the on-going recovery program and for keeping this plan current during a disaster.
- **The Recovery Team** — responsible for restoring computing services at alternate facilities. The Recovery Team will also restore computing service at the restored original facilities, if available.
- **The Facility Team** — responsible for damage assessment, damage mitigation, salvage, and physical restoration of the office environment.

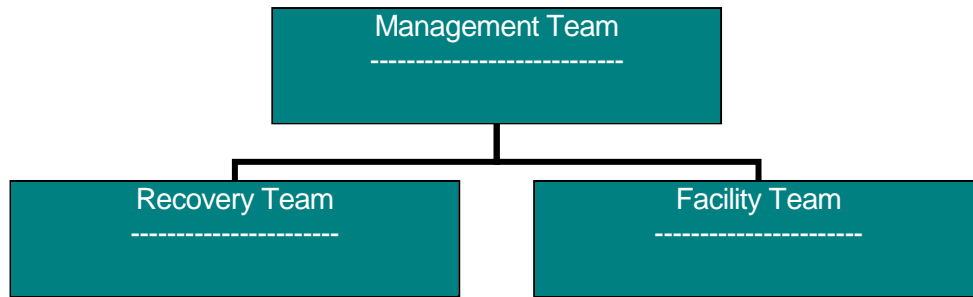


Figure 2: Crisis Management Team

3.2. Management Team

The Management Team (Figure 3) is responsible for deciding on the course of action and coordinating all activities during the recovery period. Table 1 (page 17) shows the kinds of skills and authority levels needed for Management Team membership.

Use this table to determine team membership assignments. One person could have more than one of the responsibilities. For example, the Management Team Leader often has authority for public relations and financial authority.

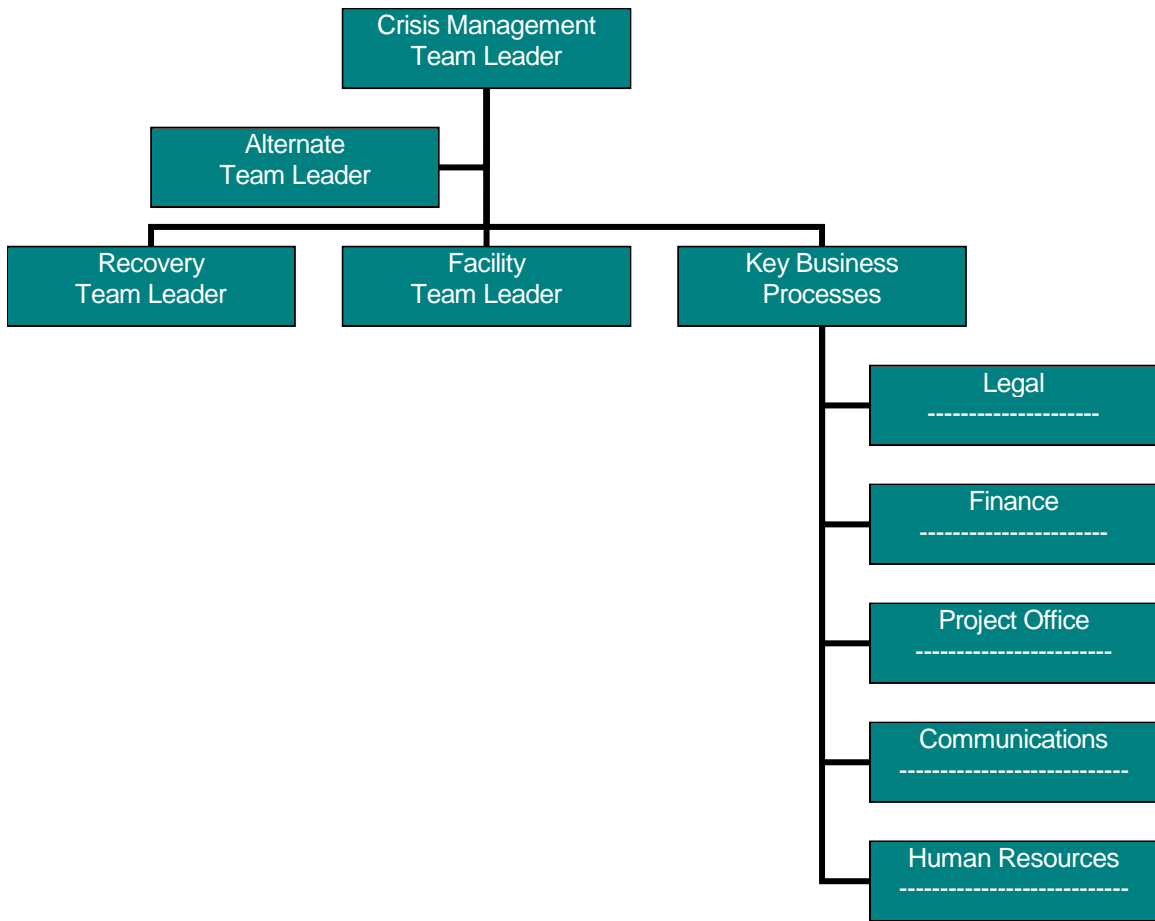


Figure 3: Management Team Organization

3.3. Recovery Team

The purpose of the Recovery Team is to establish operations at an alternate-processing site or restore services at the disaster site. The skills needed by this team are all the skills normally used in [Vistacom Inc.](#) production work, as shown in Table 2 (page 18).

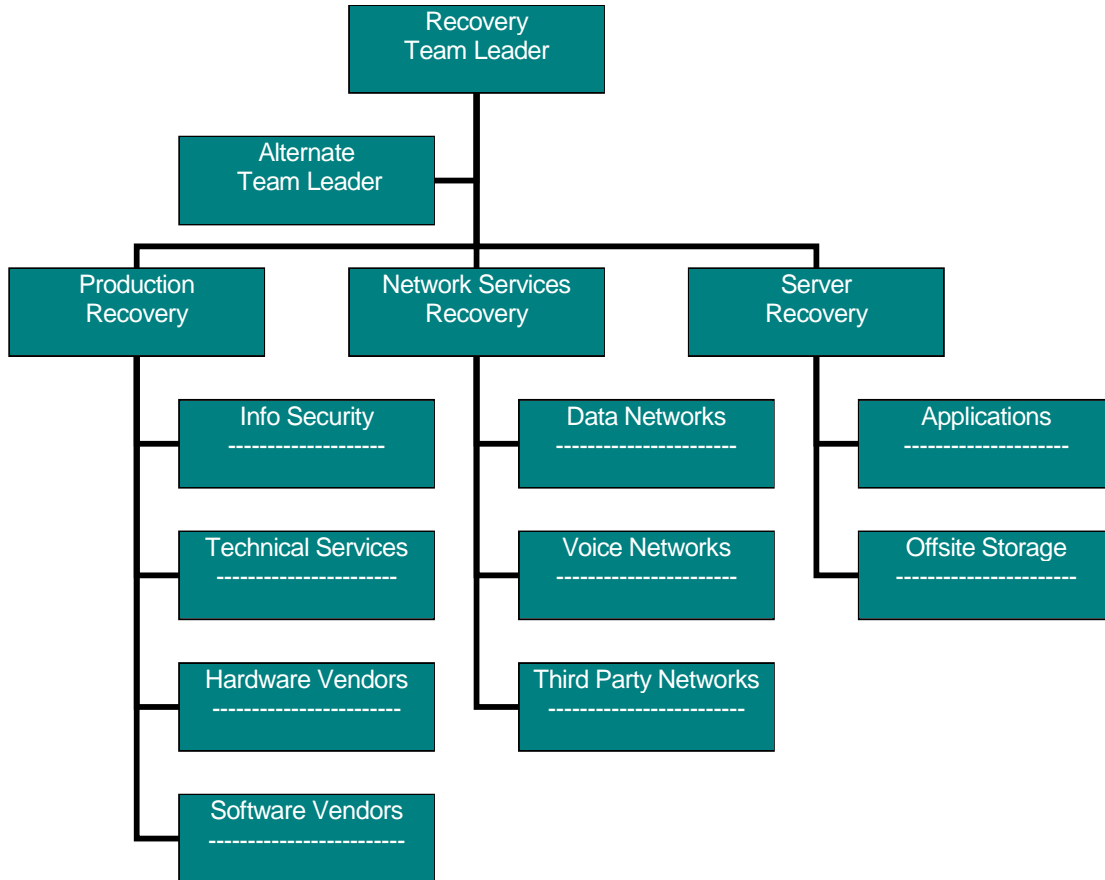


Figure 4: Recovery Team Organization

3.4. Facility Team

The purpose of this team is to secure, salvage, and restore the primary site to operational status as quickly as possible. The team may also be needed to prepare an alternate facility for occupation. The skills required of team members include knowledge of computing and network hardware. The Facility Team leader is also a member of the management team. Table 3 (page 19) shows the kinds of skills and authority levels needed for Facility Team membership.

The Facilities Team is tasked with conducting an in-depth damage assessment with recommendations to management on required repair or restoration activities. Concurrent with performing their evaluation procedures, members are responsible for initiating and monitoring recovery tasks assigned to their functional areas. Each team has its own chapter of detailed instructions later in this plan.

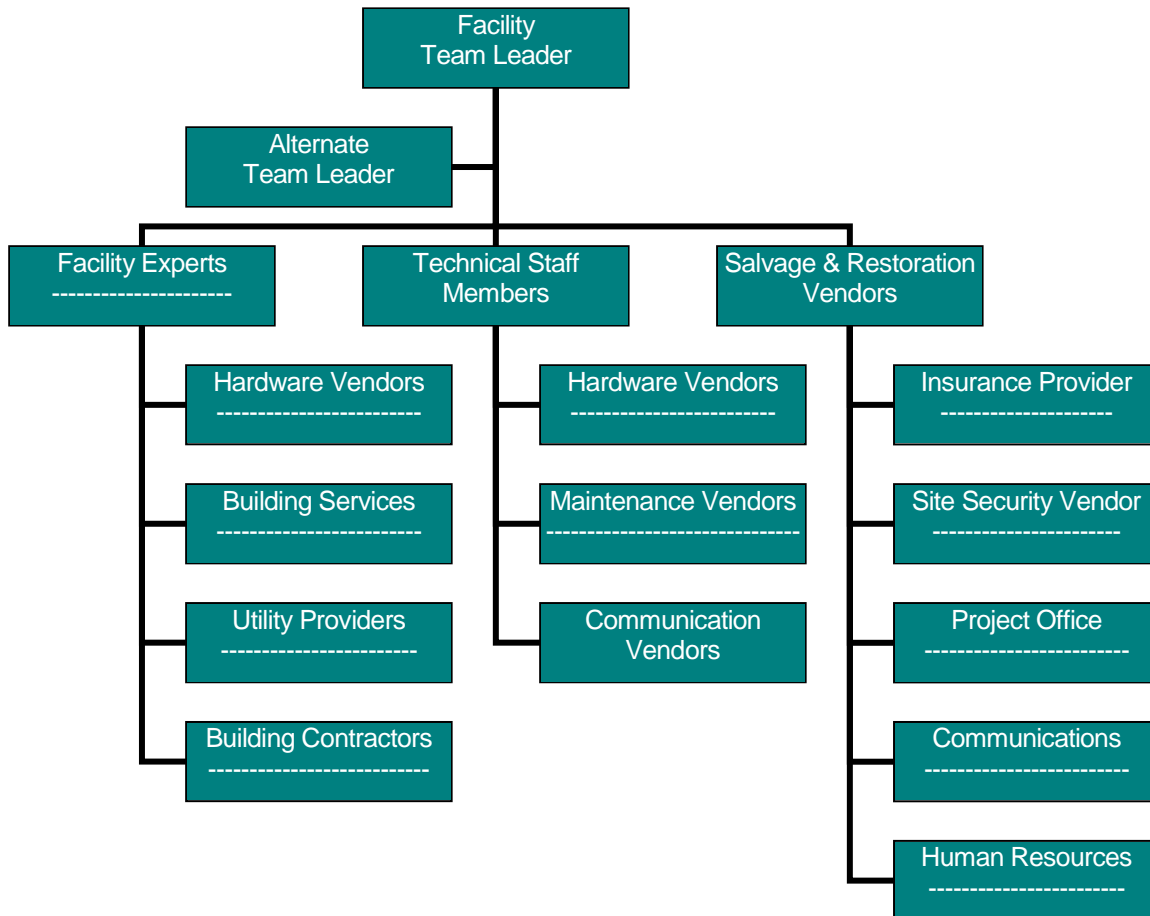


Figure 5: Facility Team Organization

PART FOUR – ROLES AND RESPONSIBILITIES

4.1. Management Team

Management Team roles and responsibilities are summarized in Table 1.

Team Member	Role/Responsibility
Crisis Management Team Leader	Senior manager to oversee recovery. Authority to declare a disaster. [<i>Chief Operating Officer</i>]
Alternate Mgmt. Team Leader	Full authority to act if Team Leader is not available. [<i>President</i>]
Facility Team Leader	Oversee facility, security, damage assessment, salvage and reconstruction. [<i>Project Executive</i>].
Recovery Team Leader	Knowledge of computer operations, systems, networks. [<i>IT Director</i>]
Manager, Finance	Contact regulatory authority as soon as possible. Authority to spend the amounts required to fund recovery in the first days. [<i>Controller</i>]
Manager, Communications	Authority to speak for the organization. [<i>President or Chief Operating Officer</i>]
Corporate Legal	Ability and authority to make legal/contractual decisions. [<i>President or Chief Operating Officer</i>]
Manager, Human Resources	Knowledge and authority to make Human Resources decisions. [<i>HR Director/Controller</i>]

Table 1: Management Team Roles/Responsibilities

4.2. Recovery Team

Recovery Team roles and responsibilities are summarized in Table 2.

Team Member Titles	Responsibility
Recovery Team Leader	Senior Manager, knowledgeable of computer operations, systems, etc. [<i>IT Director</i>]. <ul style="list-style-type: none"> • Retrieve the Off-site Backup tapes – as described in APPENDIX C – RETRIEVAL OF OFF-SITE BACKUPS. • Establish the command centre, as described in section 5.4. • Advise the alternate site of a disaster alert prior to a disaster being declared. • Advise the alternate site of a declared disaster. • Advise the alternate site of a stand down from alert if recovery is not to be effected at the site or the disaster is not declared. • Liaise with alternate site management and personnel.
Alternate Team Leader	Full authority to act if team leader is not available. [<i>Engineering Director</i>]
Production Operations Recovery	Restoration of operations, print services, security and change management services and technical services. [<i>PM & Integration Manager</i>]
Network Services Recovery	Recovery of voice and data network infrastructure. Includes recovery of hardware components, connectivity to the recovery site and recovery of critical network software. [<i>IT Director</i>]
Server Recovery	Recovery of critical servers. [<i>IT Director</i>]

Table 2: Recovery Team Roles/Responsibilities

4.3. Facility Team

Facility Team roles and responsibilities are summarized in Table 3.

Team Member Titles	Responsibility
Facility Team Leader	Authority and knowledge to deal with damage assessment, damage mitigation, salvage, restoration, alternate site installation, etc. [<i>Project Executive</i>]
Alt. Facility Team Leader	Authority and knowledge to act in place of the team leader. [<i>PM & Integration Manager</i>]
Hardware Experts	As required, depending upon the situation.
Technical Staff Members	Will be sourced from the Vistacom Inc. personnel pool to assist with salvage, restoration, etc.
Vendors (Site, Hardware, Maintenance, Communications, Salvage/Restoration)	IT Support is a critical element in the Facility Team. Much of the team effort is in coordinating, supporting, and reporting on recovery activities.

Table 3: Facility Team Roles/Responsibilities

PART FIVE – PROCESSES

5.1. Recovery Strategy

Following the occurrence of a suspected disaster, there are **three** processes that will take place prior to the activation of the actual recovery process:

- **Disaster Alert Notification** – to notify CMT members, recovery teams, and the off site media storage provider that a disaster may have occurred or is evolving.
- **Damage Assessment** – to ascertain whether a disaster has occurred, assess the extent of the damage, and to assemble the recovery teams if necessary.
- **Disaster Declaration Assessment** – to ascertain if the predetermined MTO is likely to be compromised and that invoking the BCP and its associated procedures is necessary.

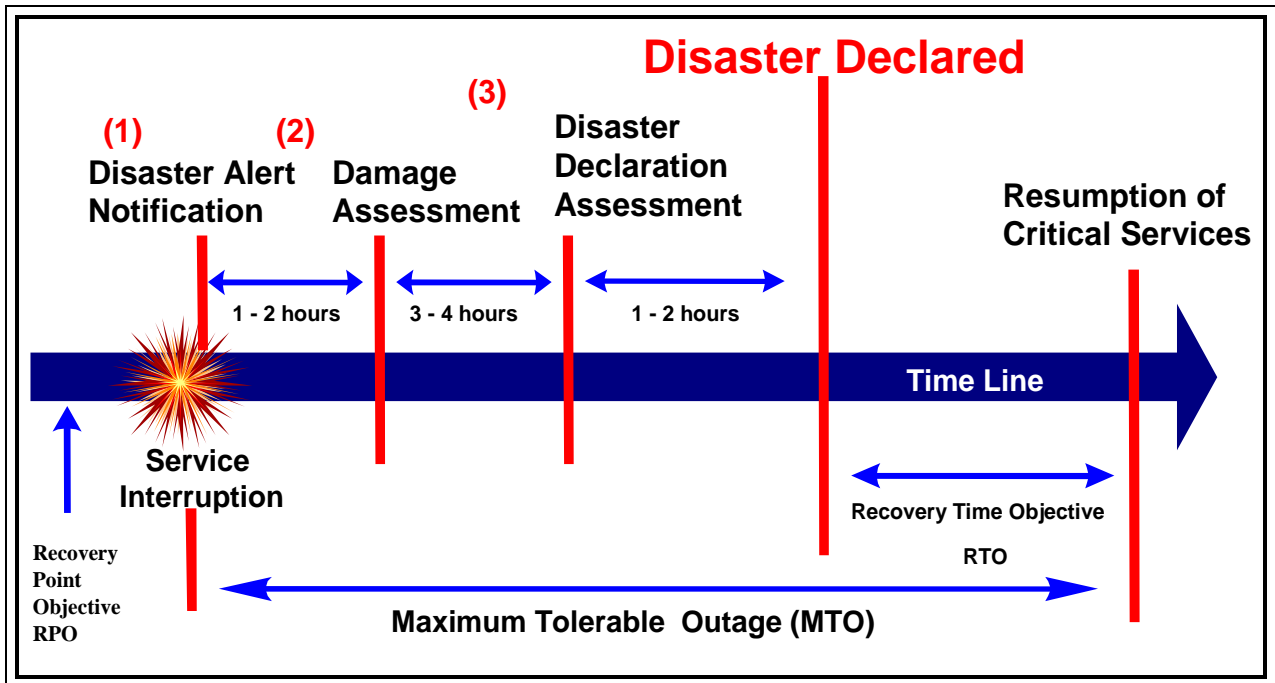


Figure 6: Disaster Recovery Strategy Overview

If there is a major incident where the damage is not widespread and the Allentown, PA is not seriously affected, it may not be obvious to the person(s) who detected such an incident whether it constitutes a disaster, especially when the damage is confined and local. Where possible, it is expected that the usual problem management procedures be followed in dealing with such incidents.

5.2. Business Resumption

This section provides the approach to restoring the [Allentown, PA](#) (disaster site) or establishing a new primary site. The extent and timing of the recovery activities will vary depending upon the nature of the disaster. These activities will need to be coordinated and planned as a parallel stream to establish stable production operations at the recovery site. Detailed activities are contained in the Procedures section of this document.

The decision concerning the approach to re-establishing the [Allentown, PA](#) site and secondary sites should be made as soon as practically possible after a disaster occurs. This allows all the affected areas to adapt their procedures and staffing according to the expected length of the outage. The alternatives to be considered are:

1. The [Allentown, PA](#) site is to be restored to original operating status. This will require the establishment of new technical infrastructure according to current requirements and specifications.
2. The [Allentown, PA](#) site is to be upgraded to preferred level of operating status. This will require:
 - establishment of new technical infrastructure according to revised requirements
 - establishment of new facilities and services according to revised requirements.
3. A new primary site is chosen. This will require:
 - assessment and risk analysis of the new site for suitability
 - new arrangements with suppliers and service teams to be established; i.e., for off-site tape collections and deliveries
 - establishment of new technical infrastructure according to current requirements and specifications.
4. The secondary site is to become the new production site. This will require:
 - communications, floor space and other facilities to be upgraded to be commensurate with the original production site
 - a new secondary site to be established
 - assessment and risk analysis of the new site for suitability
 - new arrangements with suppliers and service teams to be established; i.e., for off-site tape collections and deliveries
 - establishment of new technical infrastructure according to current requirements and specifications.

5.2.1. Business Resumption Process

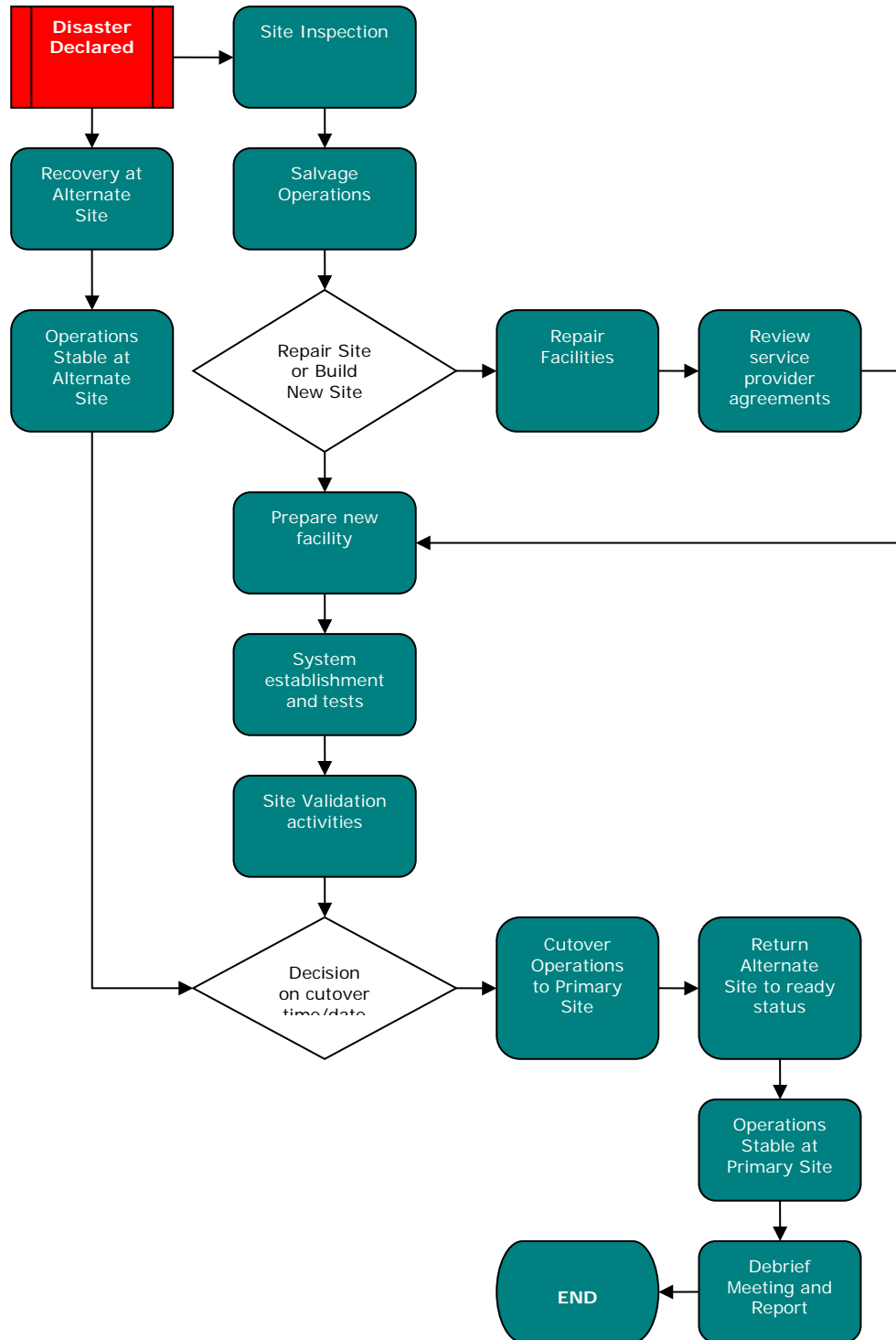


Figure 7: Business Resumption Process

5.2.2. Debriefing

Prior to closure of a disastrous situation and standing down of the Crisis Management Teams, a debriefing of all participants should be conducted. A debriefing will ensure that:

- all required recovery and normal business resumption tasks have been performed
- ongoing system, business and client impacts are being addressed
- Vistacom Inc. can ascertain and understand the cause, nature and impact of the disaster on the organization
- financial impacts are clearly identified and documented for insurance claims
- lessons learned are clearly identified and incorporated into a knowledge database for future BCP development and disaster management
- deficiencies in the current process are clearly identified in way that projects can be established to rectify them or mitigate them.

A report should be produced covering the above mentioned aspects. This should be contained in a central knowledge register with lessons learned incorporated into new BCPs.

5.3. Maintain BCP Documentation

The BCP will be updated annually, or when a significant business change occurs, and should be maintained as illustrated in Figure 8.

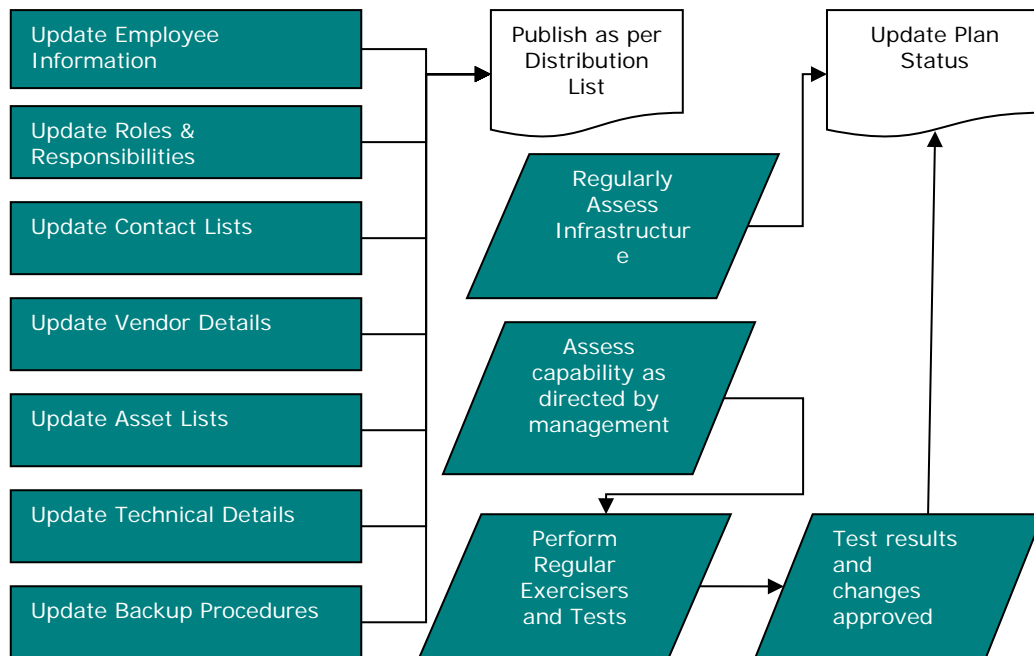


Figure 8: Maintain BCP Documentation Activities

In order to ensure currency of the Disaster Recovery Plan, all changes and revisions must be processed through the Chief Operating Officer. The Chief Operating Officer will review the plan as part of the BCP testing process. On an on-going basis, the Chief Operating Officer will:

- periodically assess the conditions, status, capabilities and availability of backup computers, PCs, LAN, telecommunication configurations, and the facility
- perform special studies requested by the Management Team to improve the efficiency of equipment and recovery procedures
- prepare periodic status reports for the Management Team
- coordinate business recovery tests and prepare test results and recommendations for plan improvement
- maintain and distribute this plan.

5.4. Command Centre Operations

The command centre(s) will be the physical *office(s)* that will be used in the event of a major disaster, the place where staff and vendors will first gather to establish the direction for dealing with the disaster at hand. Setting up and operating the command centre is the responsibility of the Management Team Leader, with activities as shown in the figure below.

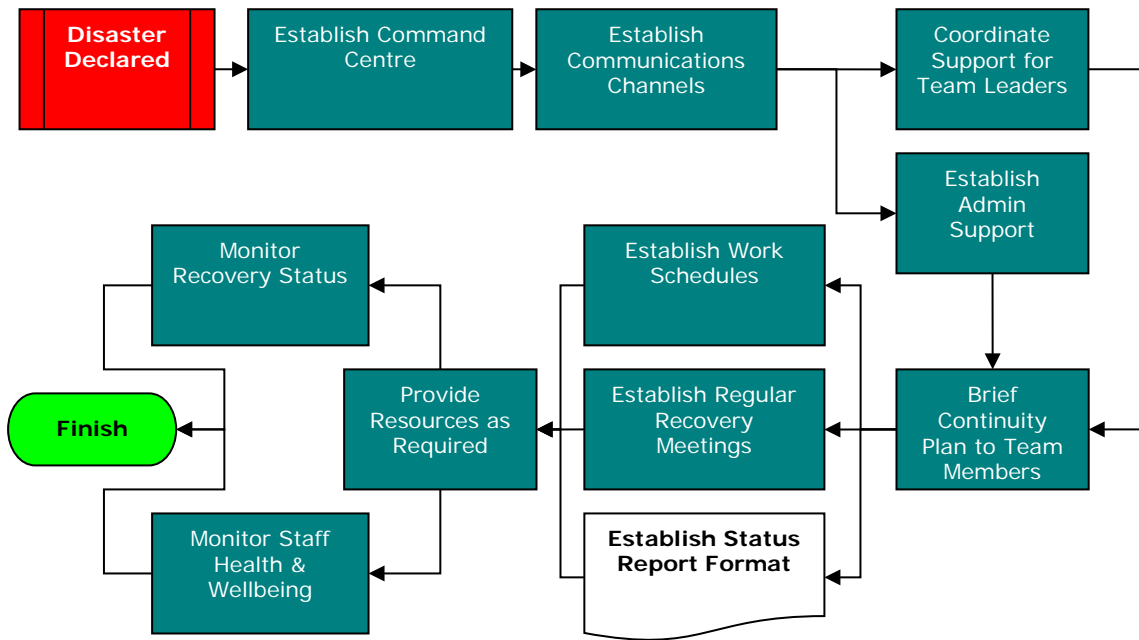


Figure 9: Command Centre Activities

PART SIX – PROCEDURES

6.1. Management Team

6.1.1. Management Team Actions Overview

The Management Team is responsible for the entire disaster recovery process; from when the team is established until the all services have been returned to the primary site or new location. The Management Team Leader or delegate, with input from relevant key personnel, has the exclusive authority to declare a Disaster and consequently activate this plan. See Section 1.1 – Authority to Activate this Plan.

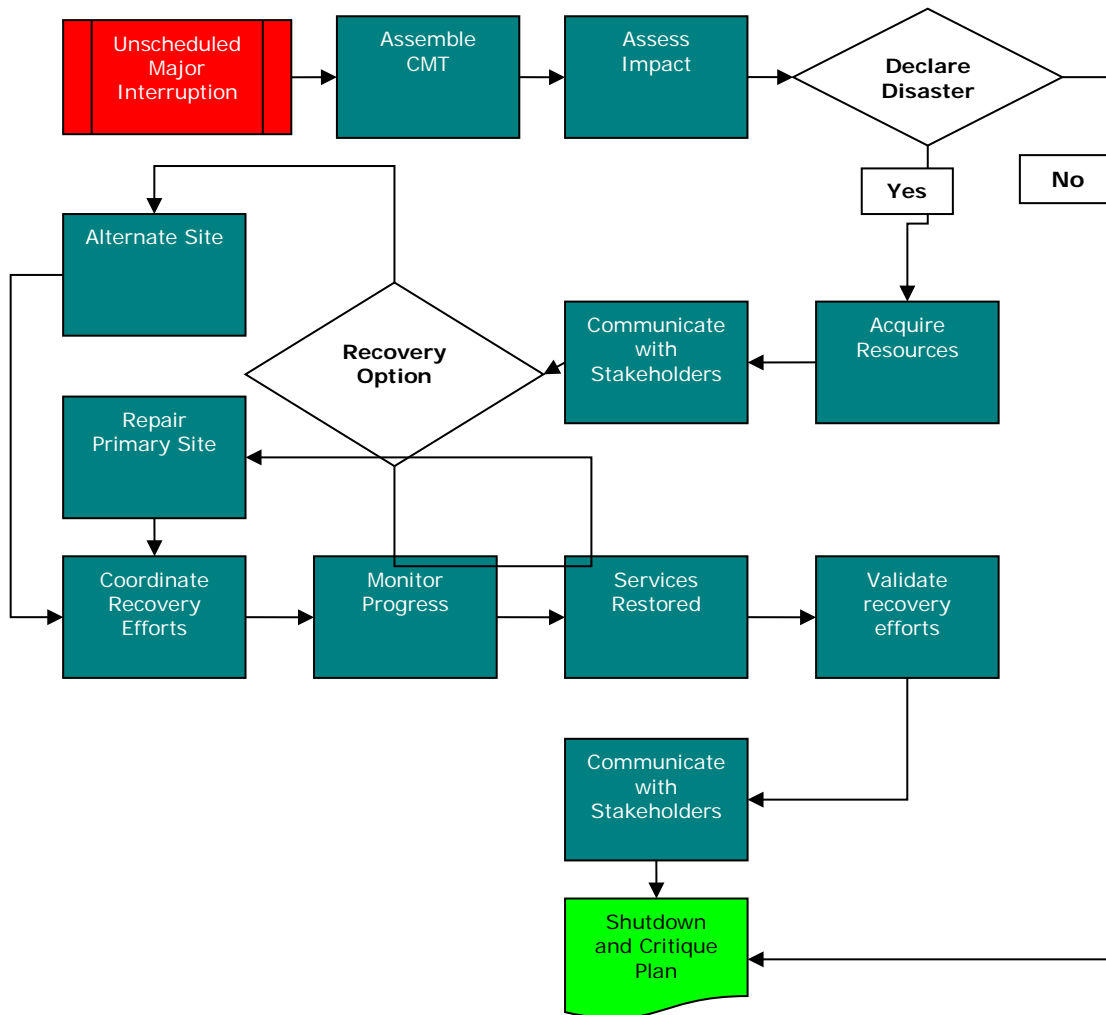


Figure 10: Management Team Activities

6.1.2. DR Management Team Actions

No.	ACTION STEP	WHO	TIME	RESOURCES	PROCESS TIME	COMMENTS
	<i>What do I have to do?</i>	<i>Who is responsible for the step to be completed?</i>	<i>How long will this take?</i>	<i>What additional resources are required?</i>	<i>When did I start and finish the action step?</i>	<i>What happened when I completed the action step?</i>
1.	Assemble Key Staff	Management Team Leader		Contact List		
2.	Assess Damage	Facility Management Team		Voice recorder		
3.	Decide Whether to Declare a Disaster or Not. If YES, go to Step 7.	Management Team Leader with input from the Management Team				
4.	Restore Functions at Primary Site	Each Team Leader				
5.	Debriefing of the Recovery	Management Team Leader				
6.	Finish	If Disaster alert is stood down	.			
7.	DECLARE A DISASTER Initiate recovery to alternate site	Authorized individuals named in the Management Team				
8.	Acquire Equipment and Supplies	Management Team Leader				
9.	Communicate with Groups and coordinate recovery	Management Team Leader				
10.	Build New or Rebuild Primary Site	Management Team Leader				
11.	Monitor Progress	Management Team Leader				
12.	Move to New or Rebuilt Primary Site	Management Team Leader				
13.	Discontinue Use of Alternate Site	Management Team Leader				
14.	Debrief of Plan	Management Team Leader				
15.	Finish					

6.2. Facility Team

6.2.1. Facility Team Actions Overview

Prior to activating the facility team, the designated Facility Team leader should remain close to the scene of the disaster to help direct Emergency Services personnel. If evacuation is necessary, all personnel should immediately proceed to the pre-determined location, well clear of the building. A head count must be taken there to ensure that no one has been left behind, including visitors, contractors, etc. If there have been any injuries, immediately identify those people who can offer medical help, such as first aid.

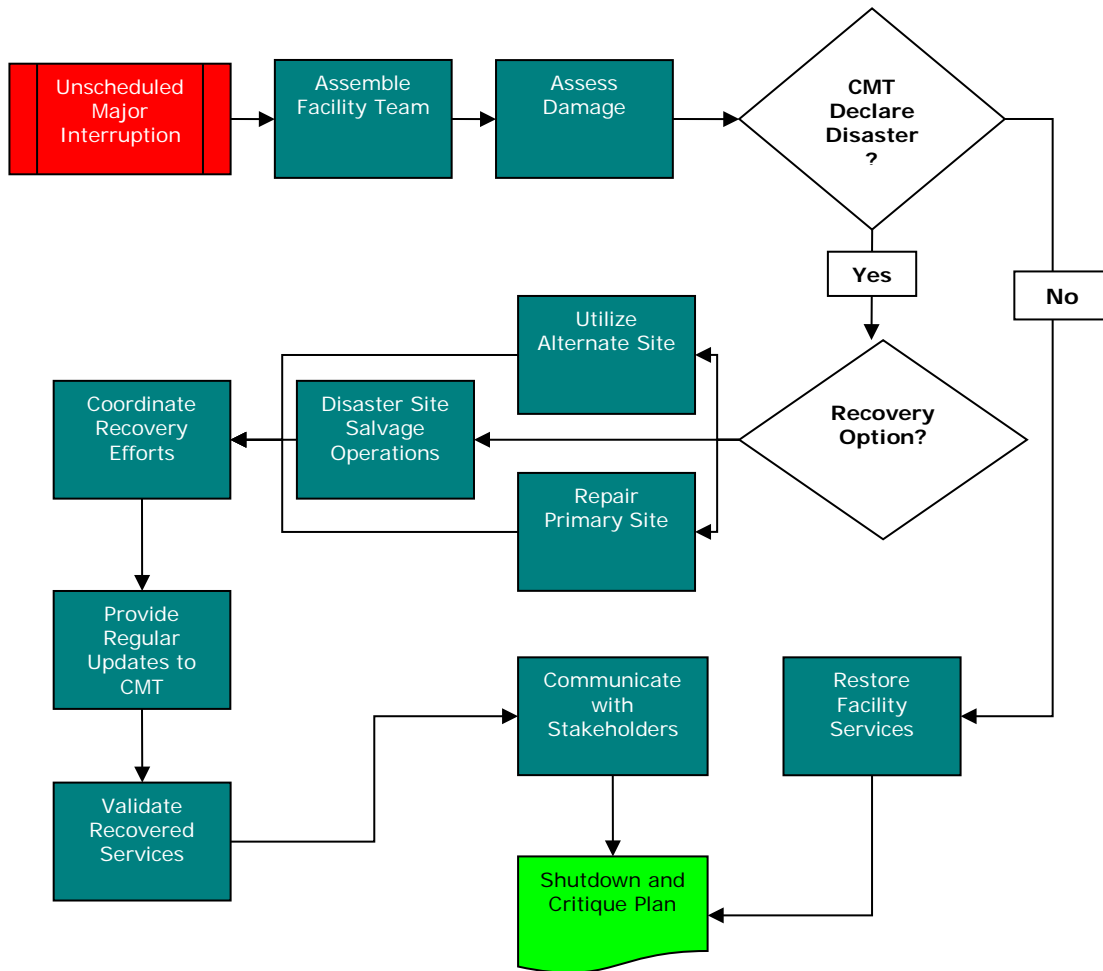


Figure 11: Facility Team Action Process

6.2.2. Facility Team Actions

	ACTION STEP	WHO	TIME	RESOURCES	PROCESS TIME	COMMENTS
	<i>What do I have to do?</i>	<i>Who is responsible for the step to be completed?</i>	<i>How long will this take?</i>	<i>What additional resources are required?</i>	<i>When did I start and finish the action step?</i>	<i>What happened when I completed the action step?</i>
1.	Activate Facility Team	Management Team Leader		Contact List		
4.	Disaster Site Evaluation & Salvage	Facility Team Leader				
5.	Build New or Rebuild Primary Site. If decision is to build a new primary site, go to Step 12.	Facility Team Leader				
6.	Plan Primary Site Rebuild	Facility Team Leader				
7.	Hold Recovery Status Meeting	Management Team Leader				
8.	Coordinate Move to Primary Site	Facility Team Leader				
9.	Discontinue use of alternate location	Facility Team Leader				
10.	Deliver plan critique	Facility Team Leader				
11.	Finish	Management Team Leader				
12.	Assist Alternate Site selection and Move	Facility Team Leader				
13.	Coordinate Move to New Primary Site	Facility Team Leader				
14.	Discontinue use of alternate location	Facility Team Leader				
15.	Deliver Critique of BC Plan	Facility Team Leader				
16.	Finish					

6.3. Recovery Team

6.3.1. Recovery Team Activities Overview

This section contains the procedures to be followed by the Recovery Team. The Recovery Team includes the hardware, software, and communications experts who travel to the alternate site. The Recovery Team restores the software and data onto an alternate-computing platform, and restores communications from that platform back to the users.

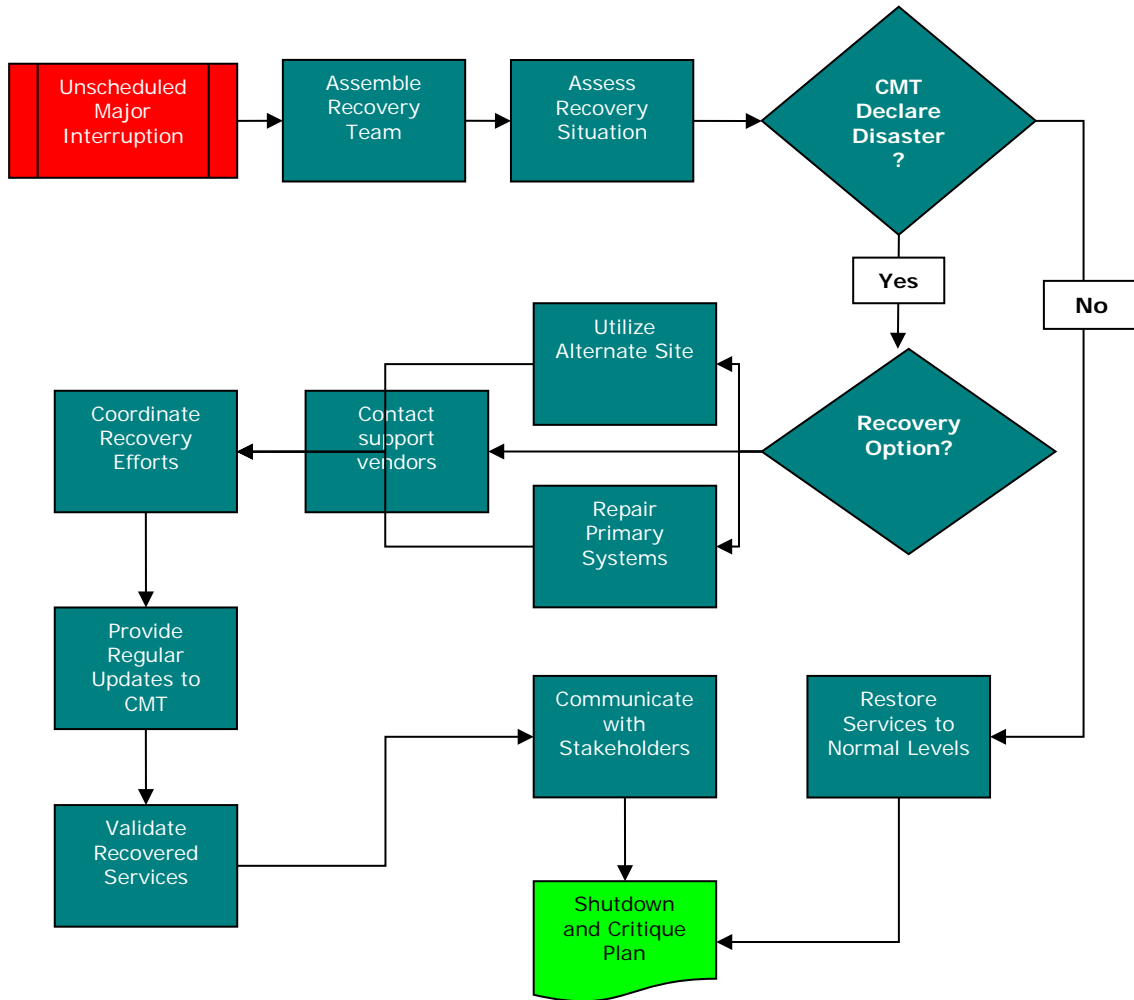


Figure 12: Recovery Team Activities

6.3.2. Recovery Team Actions

	Action Step	Who	Time	Resources	Process Time	Comments
	<i>What do I have to do?</i>	<i>Who is responsible for the step to be completed?</i>	<i>How long will this take?</i>	<i>What additional resources are required?</i>	<i>When did I start and finish the action step?</i>	<i>What happened when I completed the action step?</i>
1.	Activate Recovery Team	Management Team Leader		Contact List		
2.	Disaster Declared? If yes, go to Step 7.	Management Team Leader				
3.	Rebuild Primary Site	Facility Team Leader				
4.	Restore Operating Systems/Applications as Needed	Recovery Team Leader				
5.	Restore Data Communications	Recovery Team Leader				
6.	Critique Plan – Finish	Recovery Team Leader				
7.	Build Alternate Site – Transfer Operations	Recovery Team Leader				
8.	Restore Operating Systems/Applications	Recovery Team Leader				
9.	Restore Data Communications	Recovery Team Leader				
10.	Start Production Operations as Needed	Recovery Team Leader				
11.	Coordinate Move to New/Rebuilt Primary Site	Management Team Leader				
12.	Deliver Critique of DR Plan	Recovery Team Leader				
13.	Finish					

APPENDIX A – CONTACT LIST

Vistacom Inc. Management

Position	Name	Phone	Cell	Home
Chief Operating Officer	Angela Nolan	484-661-5710	484-225-6163	
President	James Ferlino	484-661-5708	610-360-4454	
Project Executive	Scott Kline	484-661-5725	610-217-5800	
IT Director	Justin Nolan	484-661-5747	484-619-3625	
HR Director/Controller	Linda Schiaffino	484-661-5715	570-982-9465	

Facility Team

Position	Name	Phone	Cell	Home
Project Executive	Scott Kline	484-661-5725	610-217-5800	
PM & Integration Manager	David Fantasia	484-661-5721	610-360-5347	
Service Manager	Thomas Iasiello	484-661-5720	610-248-1873	

Recovery Team

Position	Name	Phone	Cell	Home
IT Director	Justin Nolan	484-661-5747	484-619-3625	
Engineer Director	Matthew Boyer	484-661-	610-417-2987	
PM & Integration Manager	David Fantasia	484-661-5721	610-360-5347	

Disaster Recovery / Salvage Vendors

Company / Position	Name	Phone	Cell	Pager
AERC Recycling	Michele Politi	610-797-7608		
Ironton Telephone	pbxsupport@ironton.com	610-799-3131		
Microsoft	Partner.microsoft.com	800-642-7676		

Key Vendor Contact

Company / Service	Name	Phone	Cell	Pager
Internal Only-Not for publication				
Internal Only-Not for publication				
Internal Only-Not for publication				

Key Client Contacts

Company Name	Name	Phone	Cell	Pager
Internal Only-Not for publication				
Internal Only-Not for publication				

APPENDIX B – SYSTEM RECOVERY REQUIREMENTS

Recovery Priority for IT Systems

Application / Data	Processes Supported	Priority	Recovery Timeframe
Microsoft Active Directory Domain	All	1	24 hours
Microsoft Dynamics SL	SCP/ERP	1	24 hours
Windows File Storage	Files	2	48 hours
Office 365 Gateway Server	All	1	24 hours
Microsoft Exchange	EMail	1	24 hours
Application Servers	Third Party Apps	3	1 week
Client Desktops/Laptops	Client Access	3	1 week
Print Servers	Printers	3	1 week
Phone System	Telco	2	48 hours
Internet Access	All	2	48 hours

APPENDIX C – RETRIEVAL OF OFF-SITE BACKUPS.

Introduction

Note: Availability of backup data is critical to the success of disaster recovery. Backup and restore processes that include scheduling tape management, off-site storage, and data restorations are day-to-day processes covered in the Vistacom Inc. operating procedures manuals. Good practices are monitored, as are the availability of backup media that can be readily restored.

This procedure must be used in the event of an actual disaster at the [Allentown, PA](#), to retrieve some or all of [Vistacom Inc.](#) volumes from the off-site storage facility, to an alternate facility.

Procedure

1.0 Overview

A backup policy is similar to an insurance policy - it provides the last line of defense against data loss and is sometimes the only way to recover from a hardware failure, data corruption, or a security incident. A backup policy is related closely to a disaster recovery policy, but since it protects against events that are relatively likely to occur, in practice it will be used more frequently than a contingency planning document. A company's backup policy is among its most important policies.

2.0 Purpose

The purpose of this policy is to provide a consistent framework to apply to the backup process. The policy will provide specific information to ensure backups are available and useful when needed - whether to simply recover a specific file or when a larger-scale recovery effort is needed.

3.0 Scope

This policy applies to all data stored on corporate systems. The policy covers such specifics as the type of data to be backed up, frequency of backups, storage of backups, retention of backups, and restoration procedures.

4.0 Policy

4.1 Identification of Critical Data

The company must identify what data is most critical to its organization. This can be done through a formal data classification process or through an informal review of information assets. Regardless of the method, critical data should be identified so that it can be given the highest priority during the backup process.

4.2 Data to be Backed Up

A backup policy must balance the importance of the data to be backed up with the burden such backups place on the users, network resources, and the backup administrator. Data to be backed up will include:

- All data determined to be critical to company operation and/or employee job function.
- All information stored on the corporate file server(s) and email server(s). It is the user's responsibility to ensure any data of importance is moved to the file server.
- All information stored on network servers, which may include web servers, database servers, domain controllers, firewalls, and remote access servers, etc.

4.3 Backup Frequency

Backup frequency is critical to successful data recovery. The company has determined that the following backup schedule will allow for sufficient data recovery in the event of an incident, while avoiding an undue burden on the users, network, and backup administrator.

Incremental: every day

Full: every 3 days

4.4 Off-Site Rotation

Geographic separation from the backups must be maintained, to some degree, in order to protect from fire, flood, or other regional or large-scale catastrophes. Offsite storage must be balanced with the time required to recover the data, which must meet the company's uptime requirements. The company has determined that backup media must be rotated off-site at least once per month.

4.5 Backup Storage

Storage of backups is a serious issue and one that requires careful consideration. Since backups contain critical, and often confidential, company data, precautions must be taken that are commensurate to the type of data being stored. The company has set the following guidelines for backup storage.

When stored onsite, backup media must be stored in a fireproof container in an access-controlled area. When shipped offsite, a hardened facility (i.e., commercial backup service) that uses accepted methods of environmental controls, including fire suppression, and security processes must be used to ensure the integrity of the backup media. If a backup service is used, rigorous security procedures must be developed and maintained, which will include, at minimum, credential-verification and signature of the backup service courier. Online backups are allowable if the service meets the criteria specified herein. Confidential data must be encrypted using industry-standard algorithms to protect the company against data loss.

4.6 Backup Retention

When determining the time required for backup retention, the company must determine what number of stored copies of backup-up data is sufficient to effectively mitigate risk while preserving required data. The company has determined that the following will meet all requirements (note that the backup retention policy must confirm to the company's data retention policy and any industry regulations, if applicable):

Incremental Backups must be saved for two weeks.

Full Backups must be saved for three months.

4.7 Restoration Procedures & Documentation

The data restoration procedures must be tested and documented. Documentation should include exactly who is responsible for the restore, how it is performed, under what circumstances it is to be performed, and how long it should take from request to restoration. It is extremely important that the procedures are clear and concise such that they are not A) misinterpreted by readers other than the backup administrator, and B) confusing during a time of crisis.

4.8 Restoration Testing

Since a backup policy does no good if the restoration process fails it is important to periodically test the restore procedures to eliminate potential problems.

Backup restores must be tested when any change is made that may affect the backup system, as well as once every month.

4.9 Expiration of Backup Media

Certain types of backup media, such as magnetic tapes, have a limited functional lifespan. After a certain time in service the media can no longer be considered dependable. When backup media is put into service the date must be recorded on the media. The media must then be retired from service after its time in use exceeds manufacturer specifications.

4.10 Applicability of Other Policies

This document is part of the company's cohesive set of security policies. Other policies may apply to the topics covered in this document and as such the applicable policies should be reviewed as needed.

5.0 Enforcement

This policy will be enforced by the IT Manager and/or Executive Team. Violations may result in disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment. Where illegal activities or theft of company property (physical or intellectual) are suspected, the company may report such activities to the applicable authorities.

6.0 Definitions

Backup To copy data to a second location, solely for the purpose of safe keeping of that data.

Backup Media Any storage devices that are used to maintain data for backup purposes. These are often magnetic tapes, CDs, DVDs, or hard drives.

Full Backup A backup that makes a complete copy of the target data.

Incremental Backup A backup that only backs up files that have changed in a designated time period, typically since the last backup was run.

Restoration Also called "recovery." The process of restoring the data from its backup-up state to its normal state so that it can be used and accessed in a regular manner.

7.0 Revision History

Revision 1.0, 12/8/2016

APPENDIX D – REGULATORY NOTIFICATION

XYZ is the prudential regulator of banks, insurance companies and superannuation funds, credit unions, building societies and friendly societies.

Notify **National Fire Ins. Company of Hartford** of Disaster

All regulated institutions must notify Nation Fire Insurance Company of Hartford as soon as possible and no later than **24 hours** after experiencing a major disruption that has the potential to material impact depositors and/or policy holders.

Contact Procedures:

- Information Hotline: 609-677-9125
- Postal address: Global Indemnity Insurance Agency, 5 Delmar Drive, Northfield, NJ 08225
- Email: rwenig@comcast.net

APPENDIX E – BUSINESS IMPACT ANALYSIS PROCESS

Process

The [Vistacom Inc.](#) Business Impact analysis (BIA) process involves identifying all critical business functions, resources and infrastructure of the business and assessing the impact of a disruption on these.

Outcomes

As a result, [Vistacom Inc.](#) determines the potential financial, legal, reputation and other consequences if the critical business functions, resources and infrastructure are unavailable for a given period of time.

The BIA determines the maximum tolerable downtime during which the business could not operate without its critical business functions, resources and infrastructure. The priority and timeframes assigned for the recovery of critical business functions, resources and infrastructure are in turn decided.

Whole of business approach

The BIA covers all units of the business to ensure a whole of business coverage. [Vistacom Inc.](#) Management is tasked with ensuring that adequate representation and involvement from all business units when undertaking the BIA.

Frequency

[Vistacom Inc.](#) will conduct a BIA every two years, or as a result of significant business change.

APPENDIX F – COMMAND CENTER DETAILS

Command Center Checklist

Activity	Checked OK?
<ul style="list-style-type: none"> Establish a command centre work location for each activated recovery team, staff department and vendor. 	
<p>Ensure that adequate furniture, fixtures, PCs, telephones, supplies and space are provided for each group. Use the Resource Checklist at the end of this section.</p>	
<p>Prepare signs that identify the room or work area assigned to each group.</p>	
<ul style="list-style-type: none"> Establish incoming and outgoing communication channels. 	
<p>Assign specific telephones to be used for incoming and outgoing calls.</p>	
<p>Continue department notification activities until all personnel have been reached.</p>	
<p>Assign personnel to monitor the telephones designated for incoming calls.</p>	
<p>Inform the company telephone operators to direct all return calls to the assigned extension(s) at the command centre.</p>	
<ul style="list-style-type: none"> Coordinate staff department support with team leaders during the recovery. 	
<p>Meet with security representative to review the need to assign security personnel to secure the damaged business site and the recovery operations site(s). Depending on the nature of the disaster, tighter than normal security for personnel and property may be required.</p>	
<p>Request that admittance be restricted to only authorize personnel who have proper identification (company ID badge, etc.).</p>	
<p>Work with the Facility Team to identify equipment requirements and arrange for the Purchasing Department representative to provide the following:</p>	
<p>Heavy duty copy machines</p>	
<p>Miscellaneous paper, pencils pens, etc.</p>	
<ul style="list-style-type: none"> Ensure all third party vendors are contacted and notified of the situation. 	
<ul style="list-style-type: none"> Brief the recovery plan to core recovery team members. 	
<p>The intent is to review the organization and work to be done, to clarify responsibilities and to answer any questions.</p>	
<ul style="list-style-type: none"> Establish status reporting processes and formats. 	
<ul style="list-style-type: none"> Create the following status charts, using flip charts or other media, for display at the command centre: 	

Activity	Checked OK?
Information Status Display	
General Message Board	
Personnel Accommodation Board.	
<ul style="list-style-type: none"> • Establish regular recovery meetings 	
Keep all recovery team personnel informed of the recovery progress.	
Advise recovery team leaders.	
Arrange and organize a meeting place.	
Record minutes of the meetings.	
Have minutes typed, obtain approval, and distribute them.	
<ul style="list-style-type: none"> • Establish work schedules for 24-hour coverage. 	
Align the off shift work effort with the Recovery Time Objective.	
<ul style="list-style-type: none"> • Continue to evaluate the level of people and resources and add or subtract as needed. 	
HR and Purchasing are the focal points for people and resources.	
<ul style="list-style-type: none"> • Monitor personnel for signs of fatigue. 	
Sufficient rest is required to maintain an efficient recovery operation. For health and efficiency reasons, no recovery personnel should work excessive hours without an eight-hour rest period.	

Table 4: Command Centre Checklist

Resource Checklist

The command centre should be well equipped with extensive communications facilities. Communications are highly critical when rescue and medical care are primary and time is of the essence. This is particularly true when families of key personnel are threatened. Without effective mass communications, your key personnel may leave to be with their families.

In addition to the communications facilities mentioned above, the command centre should be outfitted with, or have ready access to food, clothing, sleeping accommodations, and other supplies needed to manage the recovery effort (a checklist is provided in Table 5).

Resource	Checked OK?
Telephones	
Inbound and outbound phone lines (2 are recommended)	
Telephone directories	
Television set	
VCR/Camera/Camcorder	
Copy machine	
Fax machine	
Portable light	
Radio/Tape Recorders	
Whiteboard	
Overhead projector	
Chart to record recovery milestones	
PCs and printers	
Credit cards and cash	
Letters of credit	
Medical supplies	
Food/Water	
Cooking facilities	
Sleeping accommodations	
Office supplies	
Transportation	
Recovery Records	
This recovery plan	
Maps and building plans	
Emergency action logs	
Floor plan/specifications of building(s)	

Table 5: Resource Checklist

APPENDIX G – IT RECOVERY PROCEDURES

1) Active Directory recovery – AD infrastructure is mirrored in the cloud via Azure AD and multiple domain controllers have daily backups from which to recover from. Backups of the DC's are kept onsite and offsite for recovery to different hardware if needed. These ensure authentication to Vistacom resources at all times.

2) Dynamics SL – databases are backed up nightly and transaction logs are backed up every 20 minutes. In the event of failure the databases and most recent transaction logs can be restored to a new SQL server.

3) File storage – Corporate file storage is backed up three times daily and incrementally to the cloud. In event of failure files can be restored to new hardware and/or accessed from cloud storage.

4) Office 365 Gateway Server – This server is backed up weekly and in event of failure can be restored from backup (Hyper-V VM). If backups are unable to be recovered the server can be rebuilt from scratch following Azure AD Connector documentation (stored offsite).

5) Email Server – User mailboxes are stored in the cloud via Office 365. There is an on-premise server (Hyper-V VM) which is used for room mailboxes and is backed up nightly. In event of failure the server can be rebuilt and the server backup database can be restored from the onsite backup. It can also be built from scratch and the room mailboxes can be recreated per internal procedures.

6) Third party servers – documented and referenced in IT disaster recovery manual kept onsite at Vistacom and in corporate cloud storage.

7) Client desktops/laptops - These can be rebuilt new once access to the active directory domain infrastructure is recovered.

8) Print servers – recovered as needed/recreated as needed. No requirement for backup.

9) Internet Access – supplied by vendors. Contact information is contained in cloud storage.

APPENDIX H – VOICE RECOVERY PROCEDURES

Notify Ironton Telephone Company of Disaster

Vistacom IT Director will notify Ironton Telephone Company as soon as possible and no later than **24 hours** after experiencing a major disruption that has the potential to material impact on the voice business operations.

Ironton Telephone Company will restore the offsite backup of all voice system data and configuration within 24 hours of notice.

Contact Procedures:

- Ironton Telephone Support Hotline: 610-799-3131
- Postal address: 4242 Mauch Chunk Road, Coplay, PA 9608
- Email: support@ironon.com

APPENDIX I – MEDIA CRISIS MANAGEMENT

Procedures for Dealing with the Media

When a crisis occurs, media may cold call staff or you. In the event of calls occurring, please follow the procedures below.

- Take down the name, organization and contact numbers for the media person calling and advise them that “a spokesperson will be in touch with them as soon as possible.”
- If pushed for details or further information, politely tell them that “a spokesperson for the company will be available to answer all queries and will call back as soon as possible.”
- When the media call they will be both very nice and unassuming or very abrupt and demanding. Both methods are used to either secure information in a friendly, non threatening environment or the opposite, where by they use their seeming authority to demand information. Journalists like answers and they want them straight away.
- Be polite, even identify with their need for information but acknowledge to them that you are not in a position to assist them. However, you will ensure that “a company spokesperson will be calling them back.”
- It is important to clearly identify the publication and contact details, both work and cell phone for a quick response.
- Be aware that the caller may not clearly identify himself or herself as a media person.
- Journalists will often ring and just ask for the mobile number of the Chief Executive or Head of Operations. **Do not give out these names or contact numbers to the caller.** In this situation the response needs to reinforce the message that “a spokesperson for the company will call back as soon as possible.”
- Once media calls have started to come in and you have journalists’ names and numbers, it is vitally important that the information is handed immediately to the Crisis Management Team Leader. Do not give out names or contact numbers to the caller. If media calls are left unanswered for more than one hour, this will build tension and create further issues.
- The Crisis Management Team Leader will be the KEY contact point for all media enquiries. However, media should not be referred directly to this person. It is important that you take down their details and reinforce that “a spokesperson for the company will be in touch as soon as possible.”
- It is now up to the Crisis Management Team Leader and Crisis Management Team to formulate responses to the media and ensure that those responses are clear, direct and quickly distributed to the media, in conjunction with other authorities that may be involved in the incident (i.e., Police, Emergency Services, etc.)



APPENDIX J – EVENT LOG

ELAPSED TIME SINCE START (hh:mm)	BCP Ref.	RECOVERY TASK	TEAM	ACTUAL START TIME	ACTUAL END TIME	COMMENTS/PROBLEMS	SIGN OFF

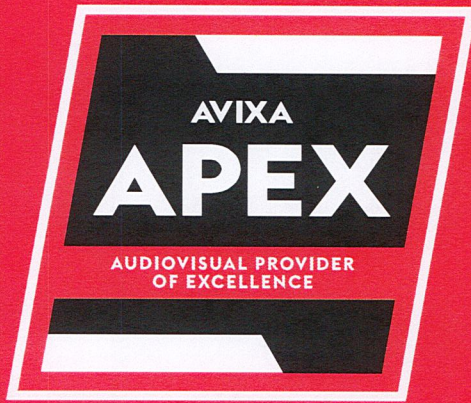


Pennsylvania State Contract
Professional Broadcast, Audio Visual (AV) and Multimedia Equipment and Services

TECHNICAL SUBMITTAL

ATTACHMENT 2

Certifications & Technical Resumes



THIS CONFIRMS THAT

Vistacom

Meets the requirements of the AVIXA™ APEX program and proves commitment to providing quality service to customers and upholding industry excellence.

Expiration Date 6/3/2019

Julian Phillips

Julian Phillips, President, AVIXA



AUDIOVISUAL AND INTEGRATED EXPERIENCE ASSOCIATION



Certified Technology Specialist Design

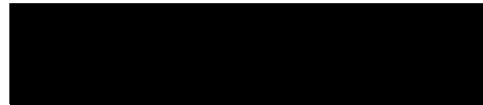
Michael Parry

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist-Design, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Design and the CTS®-D designation.

Effective Date
July 28, 2000

Date of Expiration
October 31, 2018

Certification Number
2000419



Richard F. Kowalske II, CTS-D, CTS-I
Chair, InfoComm independent
Certification Committee



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The InfoComm Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024 General Requirements for Bodies Operating Certification Schemes of Persons program.

MICHAEL PARRY, SENIOR PROJECT ENGINEER

Profile Experience

Senior Project Engineer: Mr. Michael Parry. Mr. Parry is an A/V system design professional with more than 18 years of experience in the industry. His job responsibilities include system design services throughout all phases of system design and development. He produces system design drawings using AutoCAD and provides the necessary supporting design documentation such as cable pull sheets, DSP requirements, and IP address lists. He approves the purchasing of project equipment and researches new products. Michael also supports the sales team in an Application Engineering role. Mr. Parry is an Infocomm CTS-D certified design engineer.

Education: Lincoln Technical Institute

Professional Certifications and Training

- CTS-D certification. Crestron DMC-D. Biamp Tesira. SynAudCon. Audinate Dante. Smaart. QSC Q-SYS.
- AMX ACE designer. Extron School of Emerging Technologies.

Employment History

Vistacom, Inc., Senior Project Engineer

01/1998 –Present

Michael started his career at Vistacom as an entry level Project Engineer and has advanced to the Senior level. On an as-needed basis, Michael serves in the role of Engineering Assistant Manager.

Relevant Qualifications and Experience/Role and Responsibilities of Key Personnel

System design engineer for the following recent large account projects:

- PEMA (large scale building wide deployment of network based A/V system and video walls)
- SEPTA (multiple video walls and Genetec security camera system integration)
- John Jay College (100+ classrooms)
- MBTA (large, fast track video wall project)
- Philadelphia TOC (Traffic Operation Center, video wall & DOT & City IP camera integration)
- Lehigh Valley IronPigs stadium (stadium sound reinforcement system & video production system)
- PJM Interconnection
- PPL Utilities
- Mount Airy Casino



Certified Technology Specialist Installation

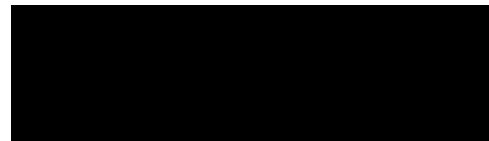
Matthew Boyer

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Installation and the CTS®-I designation.

Effective Date
March 05, 2004

Date of Expiration
June 30, 2019

Certification Number
3000303



Jeremy Caldera, CTS-D, CTS-I
Chair, InfoComm independent
Certification Committee



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The InfoComm Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.

MATT BOYER, CHIEF ENGINEER

Profile Experience

Chief Engineer: Mr. Matthew Boyer. Mr. Boyer is an experienced professional with over 20 years of experience in the audio visual engineering and control room industry. Mr. Boyer supervises design staff system final design documents, including functional drawings, 3-D room perspectives, software control functionals, and facility plans. He verifies that all system design and functions will perform as designed, and that functionally performs over client network topology. In addition, Mr. Boyer interfaces with manufacturers to determine custom engineering solutions and to research new trends and technologies.

Mr. Boyer is also Vistacom’s Chief Engineer for its Control Room Team. With his experience working with control room projects across multiple markets, Mr. Boyer brings a unique perspective that results in high quality, consistently stable, and easy to use video and control solutions for Vistacom’s 24/7, mission critical projects.

Education: Electrical Engineering, Penn State University

Professional Certifications and Training

- Certifications: Barco TransformN & OL Series Cube Certification, Planar Video Wall Matrix Certification, InfoComm CTS-I, Certified A/V Design Engineer – ICIA, Crestron DigitalMedia Certification, AMX Netlinx & Axxess Certification, AQAV AV9000 Certified Quality Assurance Engineer, AQAV AV9000 Certified Quality Assurance Technician
- Training: Polycom Video Solution Technical Training, Cisco SMB Specialization for Engineers, Siemens Training, ICIA A/V & Control System Networking

Employment History

Vistacom, Inc., Chief Engineer **06/1997 – Present**
 Manages and supports all Design and Program Engineering and IT functions. Coordinates with/supports Applications Engineer sales staff on pre-design review and final system design for all new projects and system updates of existing projects to comply and maintain Vistacom standards. Directs Vistacom's internal training and certification programs. Tests and evaluates new products including both in-house and on site applications.

Vistacom Inc., Design Engineer **10/1990 – 06/1997**
 Provides long range technology plans and feasibility studies for clients. Develops performance specifications, acoustical room analysis, and extensive shop drawing package including, but not limited to, floor plans, reflected ceiling plans, elevations and details, functional schematics, cable charts, and infrastructure coordination drawings. Also responsible for as-building final project documentation and performing remote and on-site project support as required.

Relevant Qualifications and Experience/Role and Responsibilities of Key Personnel

- Thoroughly familiar with the subject matter, systems, and equipment and brings experience and demonstrated ability to qualify for the proposed role through work on previous transit system audio visual and video wall engineering projects including SEPTA, Pennsylvania Turnpike Commission, and the Lehigh Valley Hospital Center AICU. Certified on Barco video walls. Brings 10+ years of experience on the pertinent equipment including Barco CMS Software, TransformN Processor, rear projection cubes, and Cisco networking.

- Key member of the design team for the SEPTA project to enhance ability to protect the transit network and respond to potential Homeland Security threats by improving availability and reliability of real-time system status information. System included three separate video walls used to monitor train control, subway lines, SCADA systems, bus systems, SEPTA police, and a war room, configured to allow other related agencies and fusion centers to obtain time critical video access and other security related information. Design included video distribution and management to integrate and capture data and video feeds from the OTN, interface into Genetec control system, as well as 2000+ cameras. Provided detailed wall design to incorporate new displays within each of the above areas. Provided design of video distribution and management system to integrate and capture both data feeds and video feeds from the OTN. Provided control platform that can control each of the display walls, integrate into the OTN system.
- Supported Pennsylvania Turnpike Commission project including three large display walls to manage and monitor cameras used for the full East/West turnpike throughout Pennsylvania. Project included full systems and infrastructure design and planning to build out into an existing space, two 3x2 display walls and one 4x2 display wall, videoconferencing war room, Vidsys integrated control, cameras connected via the client multicast network, and several breakout areas for monitoring. Design of video wall systems for a 24/7 operations centers which included a tie into a centrally based video management system. The system design can ingest all forms of both video and data and deliver this information across a common network platform with both high quality and high reliability. All of the rooms and systems described within can be easily controlled and managed by non-technical staff by virtue of the well-designed simple user interfaces.
- Key member of the design team for the life-saving, mission critical Lehigh Valley Hospital (LVH) Center Advanced Intensive Care Unit (AICU) project, deploying ground-breaking technology in the AICU to help rank LVH as one of the best hospitals in the country. System utilizes eight screens monitoring vital signs, lab and test results, and other information pulled from the hospital's various clinical and ADT systems attuned to a patient's survival. A team of tele-intensivists monitor the most critical patients within the health system via the screens. The system interfaces with Lehigh Valley Hospital's health information system, IDX's Last Word and MetaVision, an ICU-specific electronic medical record. Trigger alarms and alerts ensure prompt detection of adverse changes in a patient's condition to help physicians and other caregivers on the units make fast, well-informed decisions.

CERTIFICATE OF ACHIEVEMENT

This document certifies that

Mark Ripley

HAS COMPLETED

ACE PROGRAMMING EXPERT 2013

on October 31, 2012 11:00:00 PM



Crestron Certified Programmer



This Document certifies that

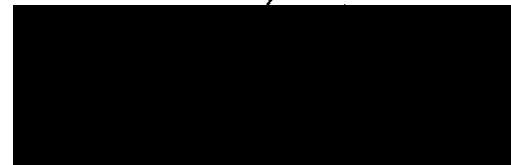
MARK RIPLEY



has successfully completed all requirements
to become a **Crestron Certified Programmer.**

July 13, 2010

Date



Authorized Signature



Connecting the possibilities.

MARK RIPLEY, SOFTWARE PROGRAMMING TEAM MANAGER

Profile Experience

SOFTWARE PROGRAMMING TEAM MANAGER: Mr. Mark Ripley. Mr. Ripley is an experienced AV control system professional with more than 16 years of experience in the AV industry. His responsibilities include developing, maintaining, and upgrading cutting-edge AV Control software. He coordinates design and implementation of applications, collaborating with project managers, engineering teams, and client representatives to ensure on-time completion of project deliverables. He provides technical leadership to a team of certified control developers while maintaining his education & certifications.

Education: Allentown Business School – Advanced Programming Specialist

Professional Certifications and Training

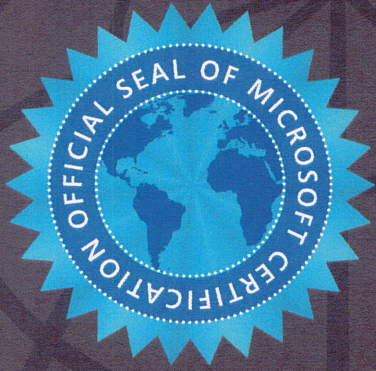
- Certifications: Crestron Silver, AMX ACE & Extron Certified Programmer, Infocomm CTS
- Programming Languages: C#, HTML, Java Script and C++ Software Developer.
- SQL Developer, SQL Administration Training.
- General Licensed Amateur Radio Operator.

Employment History

Vistacom, Inc., Software Development Manager	03/01 – Present
<p>Managing a team of Control system developers that provides agile development of AV Control system software for various industries such as Utility, Medical, Educational, Corporate and Military.</p>	

Relevant Qualifications and Experience/Role and Responsibilities of Key Personnel

- Lead developer of a large-scale AV Control System project providing remote accessibility for doctors and nurses to monitor patients located at various hospitals in the Lehigh Valley all from a remote location. This system was one of the first of its kind, linking AMX equipment to a SQL database for dynamic population of various data.
- Software development team lead for PEMA headquarters implementing A/V Control Technology for over thirty to forty rooms with various display technology's. Custom module development for centralized control of the Haivision Furnace product utilizing cutting-edge software development techniques languages such as Simpl#.
- Implementation of software industry standard SCM for the Vistacom development team to maintain version tracking to support the AV9000 quality control for software, change tracking and defect control.
- Administration and support team lead for cloud based RMS solutions provided to clients for reporting system usage statistics and help desk capabilities. Ongoing maintenance of A/V Control system software to continuously improve capabilities based off the data collection.



Microsoft Certified Systems Engineer

JUSTIN J NOLAN

Has successfully completed the requirements to be recognized as a Microsoft Certified Systems Engineer: Windows 2000.

Date of achievement: March 29, 2001

Certification number: B443-7281

Satya Nadella
Chief Executive Officer

Microsoft[®]
CERTIFIED
Systems Engineer



Microsoft Certified Systems Administrator

JUSTIN J NOLAN

Has successfully completed the requirements to be recognized as a Microsoft Certified Systems Administrator: Windows 2000.

Date of achievement: March 17, 2004
Certification number: B443-7285

Satya Nadella
Chief Executive Officer

Microsoft
CERTIFIED
Systems Administrator

JUSTIN NOLAN, SENIOR NETWORK ENGINEER

Profile Experience

Senior Network Engineer: Mr. Justin Nolan. Mr. Nolan is an experienced network engineer with more than 16 years' experience in the Control Room and AV industry. He is the senior member of Vistacom's Microsoft company certified team. He is responsible for client interface and discovery to determine client network competencies and designing accordingly. He performs beta testing of all new IT products and ascertains viability for future client use; performs pre-testing prior to installation to ensure workability on day one. He leads on-site training of personnel to review operation of systems as well as operating parameters specific to the systems. He is in charge of all of Vistacom's internal IT infrastructure including support and maintenance of all backend (servers, routers/switches, UPS, etc) and frontend (client desktops, laptops, phones and tablets and all peripheral accessories). He also integrates technologies both on-premise and cloud based for all employees and administers the entire active directory forest for Vistacom. He's also in charge of all internal security systems such as firewall administration and configurations and intrusion prevention.

Education: Computer Engineering, Pennsylvania State University

Professional Certifications and Training

- Certifications: CCENT, CCNA R&S (Cisco Certified Network Administrator for Routing & Switching); CCA (Citrix Certified Administrator); Christie Digital Factory Training; InfoComm CTS (Certified Technology Specialist); MCSA (Microsoft Certified Systems Administrator); Microsoft Certified Professional; MCSE+I (Microsoft Certified Systems Engineer and Internet), MCDBA (Microsoft Certified Database Administrator), MCTS (Microsoft Certified Technology Specialist), Barco Certified TransformN - Specialist

Employment History

Vistacom, Inc., IT Director

07/01 – Present

Manages Vistacom's internal networking and IT concerns, supports project implementations for network-centric deployments, and cross-trains Vistacom technicians on primary support for such projects.

Relevant Qualifications and Experience/Role and Responsibilities of Key Personnel

- Lead client testing and configuration of Bermuda Electric Company project, working closely to test and configure their custom monitoring software on their display wall and interfacing closely with on-site network personnel to verify operation with existing computer systems.
- Lead the software development team for PEMA headquarters implementing A/V Control Technology for over thirty to forty rooms with various display technology's. Custom module development for centralized control of the Haivision Furnace product utilizing cutting-edge software development techniques languages such as Simpl#. Also for the PEMA project, Justin provided material consultation and coordination with client IT representatives in designing and configuring their multicast-enabled network environment to support the Barco TransformN system.

- Implementation of software industry standard SCM for the Vistacom development team to maintain version tracking to support the AV9000 quality control for software, change tracking and defect control.
- Administration and support team lead for cloud based RMS solutions provided to clients for reporting system usage statistics and help desk capabilities. Ongoing maintenance of A/V Control system software to continuously improve capabilities based off the data collection.



TOM IASIELLO, CTS, DIRECTOR OF MANAGED SERVICES	
Profile Experience	
<p>The Director of Managed Services' primary role is to fulfill the role of department head for the Managed Services portion of the company; to facilitate the development and/or take responsibility for the implementation of the Managed Services portion of the annual business plan; to be available for client and vendor intervention as needed and facilitate internal communications to provide direction and support of the Managed Services staff; to establish and monitor a Managed Services budget; to direct and lead staff related to Managed Services activities utilizing industry knowledge, good communication skills, and experience as a guide.</p>	
Education:	United States Air Force Training School
	United States Army Non-Commissioned Officers Academy
Industry Training & Certifications	
<ul style="list-style-type: none"> • ICIA – CTS (Certified Technology Specialist) • DON DAVIS SYN-AUD CON • BOB BOATMAN LIGHTING SEMINAR • WHITE HOUSE COMMUNICATIONS AUDIO COURSE • ICIA PROJECT MANAGEMENT FOR A/V • AMX, NEC, POLYCOM, BIAMP, EXTRON, JVC, ISF 	
Employment History	
United States Army, Whitehouse Communications Agency Audio/Video Technician	07/1982 – 02/1990
Vistacom, Inc. Director of Managed Services	10/1990 - Present
Relevant Qualifications and Experience / Role and Responsibilities of Key Personnel	
<ul style="list-style-type: none"> • Tom is an experienced technical professional with a background in electronic repair and audio visual system trouble shooting. During his military assignment to the White House Communications Agency he travelled on a total of 35 Presidential speech sites within the Continental United States, 5 Presidential speech sites overseas, and numerous speech sites within the Washington D.C. area. He was responsible for the maintenance of all the A/V Presidential support equipment. • As Director of Managed Services, he is responsible for oversight of the entire service department and associated technical staff. Ensures prompt response to all customer and company initiated service issues. Monitors quality of service and installation work performed at customer site to ensure the highest quality of standards and safety are met. 	

DANIEL GUNDRY, PROJECT EXECUTIVE

Profile Experience

Project Executive: Mr. Daniel Gundry. Mr. Gundry is an experienced professional with a background in both construction management and audio-visual system integration. Prior to joining Vistacom, Mr. Gundry was a project manager for a national construction management firm specializing in fit-out and interior trades. Mr. Gundry’s unique understanding of both the construction and technology worlds is a tremendous asset to Vistacom’s high profile and fast track projects in terms of risk management, proactive communication, and ensuring a positive project outcome for our major clients.

As Project Executive, Mr. Gundry’s responsibilities include overseeing Vistacom’s technical project team including; AV/IT design engineers, network engineers, software programmers, project managers, and both shop and field technicians. Mr. Gundry’s additional responsibilities include complete account management and financial decisions, on-site executive project coordination, maintaining relationships with other trades and design team members, performing technical project review, and serving as an executive client liaison responsible for overseeing long range technical consultations and partnerships.

Mr. Gundry is also a Certified Barco Specialist who leads our Control Room Team line of business.

Education: Management, Cal Coast University

Professional Certifications and Training

- Certifications: Barco Certified TransformN – Specialist, Certified Christie Digital Phoenix, InfoComm CTS, Kramer Certified Digitalist, Extron Certified A/V Associate, Cisco Telepresence Video Sales Specialist, Crestron Digital Media Designer
- Training: NERC/CIP Compliance Training

Employment History

Vistacom, Inc., Project Executive – Control Room Projects **04/2014 – Present**
Manages and supports all Control Room projects end-to-end. Coordinates with Vistacom project management and operations group and is responsible for overall delivery of project to client. Facilitates client discovery and IT coordination meetings. Supervises Vistacom’s Control Room Quality Assurance and Training Programs.

Vistacom Inc., Bid Desk Manager **10/2008 – 04/2014**
Responsible for developing new business for Vistacom through the successful acquisition of bid projects. Supervises a bid response team consisting of multiple disciplines from estimating, engineering, and administration. Responsible for drafting proposal documentation and supporting projects from kick-off to completion as account manager.

Vistacom Inc., Senior Account Representative **02/2003 – 10/2008**
Serve as the primary advocate for and liaison with Vistacom Strategic Accounts throughout the Northeast region. Responsible for maintaining customer relationships, providing long-range technology planning, and delivering quality outcomes for those customers.

Relevant Qualifications and Experience/Role and Responsibilities of Key Personnel

- Holds primary and hands-on responsibility for the Control Room Team from a business and

technical perspective. Thoroughly familiar with the technologies, applications, and industries associated with control room projects.

- 7+ years of experience working on control room projects ranging across vertical markets from utilities to transportation to military to network operations and beyond.
- Key member of the design and operations team for the PPL Energy Data and Operations Center project, a secure and fully redundant critical facility that consolidates PPL Transmission Control, Distribution Control and Data Centers. System included a large format video wall used to monitor transmission control across PPL Energy's enterprise. The video wall system deployed is a NERC/CIP Cyber Asset as is maintained as such with all compliance and regulatory requirements being managed by Vistacom Service. Design included integrating video wall processing with Alstom energy management software, coordinating with architectural and construction efforts, and providing detailed sight line analysis, discovery confirmation, user interviews, and comprehensive training. Design includes redundant video wall processors including both manual and automated failover.
- Served as Project Executive for the Massachusetts Bay Transportation Authority (MBTA) Operations Control Center (OCC) in Boston, MA. The OCC is a converged hub for both public safety and train operations where transit police, dispatchers, and supervisors manage daily operations that is responsible for transporting over 33% of the city proper every day. Project included a new 60' wide by 15' video wall and deep integration between AV and IT systems. Design includes a completely network-based system including connectors into the Signal Controls, Alarms, Video Management, Converged Security, and related systems. Equally heavy on both mechanical installation and IT coordination, this project was fast-tracked and completed (inclusive of construction work) inside 10 weeks.
- Served as Project Executive for the Pennsylvania Emergency Management Agency (PEMA) Statewide Emergency Operations Center (SEOC) in Harrisburg, PA. The SEOC is the nucleus for all emergency management and response in the state. Technology deployed includes seven (7) different control rooms and eleven (11) different video walls. The entire building is interconnected using Barco's ControlRoom Management Suite (CMS) video processing platform where any video can go to any destination at any time. Dan's responsibilities included executive oversight, managing the project communications from weekly schedules and progress meetings to executive level reports that were shared with the Governor's office.
- Served as Project Executive for PJM Interconnection's video wall processing platform upgrade project. This project included upgrading the legacy Planar Indisys platform with a new Barco TransformN/ CMS system for all eleven (11) active control room video walls with ZERO DOWNTIME on the video walls. Dan consulted with the PJM team, drafted the migration plan, and supervised the cutover so that PJM's operational staff experienced no downtime during the cutover to the new system.

**MODEL FORM OF SMALL DIVERSE AND SMALL BUSINESS
SUBCONTRACTOR AGREEMENT**

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20__, by and between ___Vistacom Inc._____, ("Contractor") and _____, a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated __October 29, 2018_____ ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and

earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c)

Termination.

Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d)

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 Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. Order of Precedence. The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. Further Action. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. Description of Services. Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

X

Angela Nolan

_____TBD

_____.

8. Small Diverse Business or Small Business Commitment. The above-referenced Services represent __ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):
_____TBD_____
_____.

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor 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 EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

_____TBD_____

_____.

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD

OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then 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 Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract 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 the following:

If to Contractor:

__Vistacom Inc._____
__ATTN: Angela Nolan_____
__1902 Vultee Street, Allentown, PA 18103____

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR

INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

- Background Checks
- Confidentiality/Disclosure of Information
- Data Security
- Insurance
- Invoicing Requirements
- Environmental Protection
- Intellectual Property Rights
- Record Retention/Audits
- Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
- Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

<p>Contractor</p> <p><i>Vistacom Inc.</i></p> <p>By: <u> <i>Angela Nolan</i> </u></p> <p>Signature</p> <p><u> Angela Nolan </u></p> <p>Printed Name</p> <p><u> Chief Operating Officer </u></p> <p>Title</p> <p><u> October 29, 2018 </u></p> <p>Date</p>	<p>Subcontractor</p> <p><i>Insert Company Name</i></p> <p>By: _____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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November 6, 2018

Commonwealth of Pennsylvania
Department of General Services
515 North Office Building
Harrisburg, PA 17125

ATTN: Amy McFadden

SUBJECT: RFP #6100046056
Response to Clarification Letter Request dated 11/5/18

Referencing the clarification request in your November 5th e-mail, please note the following response indicated in Vistacom's Technical Submittal Response, Item 3.20 (page 11):

Vistacom acknowledge the requirement related to software licensing agreements and the Commonwealth <referencing Section VI, E, 3> and will ensure that the Commonwealth has entered into a software licensing agreement with the software licensor as required. Vistacom not provide equipment where this is not the case.

Should you require any additional information or clarification, please do not hesitate to contact me at 610-248-3007.

Thank you.

A solid black rectangular box used to redact the signature of Dan Gundry.

Signature

Dan Gundry
Director of Sales