



**FULLY EXECUTED**

Contract Number: 4400021700

Original Contract Effective Date: 11/01/2019

Valid From: 11/01/2019 To: 10/26/2027

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

**Purchasing Agent**

Name: Hosler Valarie

Phone: 717-703-2945

Fax: 717-346-3820

Your SAP Vendor Number with us: 196808

**Supplier Name/Address:**

FORRESTER RESEARCH INC

Forrester Research, Inc.

25304 Network Place

Chicago IL 60673-1253 US

**Please Deliver To:**

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

Supplier Phone Number: 617-613-6000

Supplier Fax Number: 617-613-5200

**Contract Name:**

IT Subscription Services

**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
3	Information Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This Participating Addendum has been entered into for Commonwealth of Pennsylvania to procure Information Services (research) from Forrester Research Inc. under the Federal Supply Contract.

4.18.2023- Char Riley has been assigned as the commodity specialist for this contract.

11.21.2023 - Commodity Specialist changed to Valarie Hosler. vsh

No further information for this Contract

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400021700  
Original Contract Effective Date: 11/01/2019  
Valid From: 11/01/2019 To: 10/26/2027

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

**Purchasing Agent**

Your SAP Vendor Number with us: 196808

Name: Riley Char  
Phone: 717-346-4868  
Fax: 717-783-6241

**Supplier Name/Address:**  
FORRESTER RESEARCH INC  
Forrester Research, Inc.  
25304 Network Place  
Chicago IL 60673-1253 US

**Please Deliver To:**

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

Supplier Phone Number: 617-613-6000  
Supplier Fax Number: 617-613-5200

**Contract Name:**  
IT Subscription Services

**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
3	Information Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This Participating Addendum has been entered into for Commonwealth of Pennsylvania to procure Information Services (research) from Forrester Research Inc. under the Federal Supply Contract.

4.18.2023- Char Riley has been assigned as the commodity specialist for this contract.

No further information for this Contract

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



**FULLY EXECUTED**

Contract Number: 4400021700  
Original Contract Effective Date: 11/01/2019  
Valid From: 11/01/2019 To: 10/26/2027

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

**Purchasing Agent**

Name: Jaime Raymond  
Phone: 717-346-3827  
Fax: 717-783-6241

Your SAP Vendor Number with us: 196808

**Supplier Name/Address:**

FORRESTER RESEARCH INC  
Forrester Research, Inc.  
25304 Network Place  
Chicago IL 60673-1253 US

**Please Deliver To:**

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

Supplier Phone Number: 617-613-6000

Supplier Fax Number: 617-613-5200

**Contract Name:**

Participating Addendum - Forrester

**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
3	Information Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This Participating Addendum has been entered into for Commonwealth of Pennsylvania to procure Information Services (research) from Forrester Research Inc. under the Federal Supply Contract.

No further information for this Contract

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**PARTICIPATING ADDENDUM  
FEDERAL SUPPLY SERVICE INFORMATION  
TECHNOLOGY SCHEDULE 70 CONTRACT  
Schedule 70, IT Solutions and Electronics, General Purpose Commercial Informational  
Technology Equipment, Software and Services**

**This Participating Addendum** (“Addendum”) is entered into pursuant to the Federal Supply Service Information Technology Schedule 70 Contract for General Purpose Commercial Information Technology Equipment, Software, and Services (“Federal Supply Contract”), between **Forrester Research, Inc.** (“the Contractor”) and the United States General Services Administration (“GSA”) (Contract #47QTCA18D001C). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”) acting through its **Department of General Services** (“DGS”).

**WHEREAS**, GSA, pursuant to law governing federal acquisitions, entered into the Federal Supply Contract with the Contractor, pursuant to which the Contractor provides Information Technology Professional Products and Services as described in the Federal Supply Contract to federal agencies; and

**WHEREAS**, the Commonwealth of Pennsylvania desires to participate in the Federal Supply Contract as an additional contracting party to procure Information Technology Equipment, Software and Services from the Contractor under the Federal Supply Contract.

**WHEREAS**, DGS is authorized under Sections 1902 and 1908 of the *Commonwealth Procurement Code*, 62 Pa. C.S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement. on behalf of the Commonwealth.

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

- 1) **Effective Date.** This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. This Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Federal Supply Contract, or (b) termination of this Addendum in accordance with its terms or the terms of the Federal Supply Contract. If the Federal Supply Contract is renewed or extended, this Addendum shall automatically renew or extend for a term consistent with the term of the Federal Supply Contract.
- 2) **Special Terms and Conditions.** DGS and the Contractor agree to be bound to the Contract Terms and Conditions attached hereto as **Exhibit A** and made part of this Addendum.
- 3) **Supplies and Services Available to Procure.** The Commonwealth may procure all Products and Solutions from the Federal Supply Contract as set forth on **Exhibit B**, which

is attached hereto and made part of this Addendum. Any item and/or service provided by the Contractor through the Federal Supply Contract but not listed on **Exhibit B**, may be added or substituted to this Addendum at the sole discretion of DGS.

**Exhibit B** consists of **Contract 47QTCA18D001C, Authorized Information Technology Schedule Pricelist General Purpose Commercial Information Technology Equipment, Software and Services**, effective October 27, 2017, consisting of the original Federal Supply Contract, terms agreed to between the General Services Administration and the Contractor, and the GSA Schedule Pricelist.

Whenever the Federal Supply Contract is revised, renewed or extended, the Commonwealth may replace any part of **Exhibit B** with a revised version of **Exhibit B**, via a Change Notice.

- 4) **Addendum Terms.** DGS and the Contractor agree to be bound to the Terms and Conditions set forth in this Addendum.
- 5) **Federal Supply Contract Terms.** DGS and the Contractor agree to be bound by the prices, terms and conditions as stated in the Federal Supply Contract, which is made a part of this Addendum and incorporated by reference.
- 6) **Statement of Work.** Purchase Orders issued pursuant to this Addendum must include a price quote and a Statement of Work ("SOW"), as defined in Section V.4 of **Exhibit A**. A sample SOW is attached as **Exhibit C** to this Agreement. Each SOW, at a minimum, must contain the information set forth in **Exhibit C**.
  - a) The Contractor may designate restrictions on the Commonwealth's external use of Contractor Works, Developed Works, and any combination thereof in the SOW, which shall be incorporated in the Purchase Order upon the mutual agreement of the parties. Notwithstanding the forgoing, the Commonwealth may release any Contractor Works, Developed Works, or any combination thereof when required to do so pursuant to statute (including *the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*), regulation, executive order, or any other provision of law including by not limited to court orders, and valid subpoenas.
- 7) **Service Levels.** Purchase Orders issued pursuant to this Addendum may include Service Level Agreements ("SLAs").
  - 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 may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely

perform a Service may result in consequences under this Contract, up to and including Contract termination.

- 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 other claims for liquated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.
- 8) **Order of Precedence.** To the extent that there is a conflict between this Addendum, the Federal Supply Contract and the Special Terms and Conditions, the order of precedence shall be as follows (except as otherwise specified in the General Services Administration Acquisition Manual, Section 552.238-79, *Use of Federal Supply Schedule Contracts by Non-Federal Entities*):
- a) this Addendum;
  - b) the Special Terms and Conditions attached as **Exhibit A**; and then,
  - c) the Federal Supply Contract attached as **Exhibit B**.
- 9) **Lobbying Certifications and Disclosure.** With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contactor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Addendum as **Exhibit D**. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.
- 10) **Federal Requirements.** If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.
- 11) **Iran Free Procurement Certifications and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the

*Commonwealth Procurement Code* and is eligible to contract with the Commonwealth under Sections 3501—3506 of the *Commonwealth Procurement Code*; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). The Contractor must complete and return the Iran Free Procurement Certification form, (**Exhibit E, Iran Free Procurement Certification Form**), which is attached hereto and made part of this Addendum.

See the following web page for current Iran Free Procurement list:  
<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

- 12) Primary Contact; Notice.** The primary contacts for this Addendum, as well as the recipients of any written notices pursuant to Section 10 above, shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below, except that a Purchase Order issued pursuant to this Addendum will identify the Commonwealth Contact Person for the software and/or services identified in the Purchase Order.

The Commonwealth's primary contact, Issuing Officer and Contracting Officer for this Addendum is as follows:

Joseph Millovich  
DGS Bureau of Procurement  
555 Walnut St. 6<sup>th</sup> FL  
Forum Place  
Harrisburg, PA 17101-1914  
(717) 214-3434  
jmillovich@pa.gov

The Contractor's primary contact for this Addendum, including and notice is as follows:

Dylan Lanzillotti  
Forrester Research, Inc.  
60 Acorn Park Drive  
Cambridge, MA 02140  
(617) 613-6538  
dlanzillotti@forrester.com

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have signed this Contract effective as of the date of the final required Commonwealth approval. Execution by the Commonwealth will be as described in the Section 2, Signatures, of **Exhibit A**, *Standard Contract Terms and Conditions for IT Supplies and Related Services*.

Witness:

Lindsay M. Rapora

Print Name Lindsay Rapora

Title Sr. Contracts Analyst

**FORRESTER RESEARCH, INC.**  
SAP Vendor Number: **196808**

DocuSigned by:  
Michael Doyle  
ECC3B989D42C48A...

Print Name Michael Doyle

Title Chief Financial Officer

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

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

*To be affixed in accordance with  
Section 2 of Exhibit A*  
Secretary or Designee

**Approved as to Form and Legality:**

*To be affixed in accordance with  
Section 2 of Exhibit A*  
Office of Chief Counsel, Department of General Services

*To be affixed in accordance with  
Section 2 of Exhibit A*  
Governor's Office of General Counsel

*To be affixed in accordance with  
Section 2 of Exhibit A*  
Office of Attorney General

**Approved by Comptroller Operations:**

*To be affixed in accordance with  
Section 2 of Exhibit A*  
Comptroller



FORRESTER RESEARCH, INC.

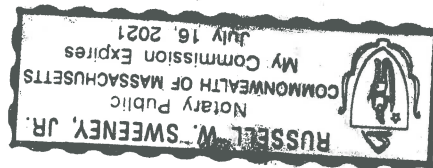
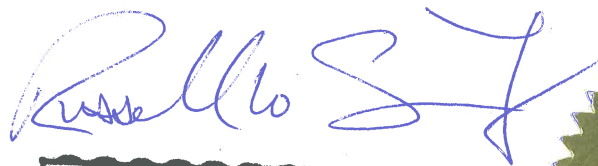
SECRETARY'S CERTIFICATE

I, Ryan Darrah, being the duly elected and acting Secretary of Forrester Research, Inc., a Delaware corporation (the "Company"), hereby certify that Michael Doyle is the Chief Financial Officer of the Company, and in that capacity, is authorized to execute commercial agreements between the Company and its clients.



Name: Ryan Darrah  
Title: Chief Legal Officer and Secretary

Dated: November 19, 2018



## Exhibit A, CONTRACT TERMS AND CONDITIONS

### Table of Contents

V.1.	CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006) .....	2
V.2.	CONTRACT-002.1d Term of Contract – Contract (May 2012) .....	2
V.3.	CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006) .....	2
V.4.	CONTRACT-002.3 Extension of Contract Term (Nov 30 2006) .....	2
V.5.	CONTRACT-003.1b Signatures – Contract (July 2015) .....	2
V.6.	CONTRACT-004.1b Definitions – IT (Oct 2013) .....	3
V.7.	CONTRACT-005.1b Agency Purchase Orders (July 2015) .....	3
V.8.	CONTRACT-006.1 Independent Prime Contractor (Oct 2006) .....	4
V.9.	CONTRACT-007.01b Delivery of Services (April 1, 2010) .....	5
V.10.	CONTRACT-007.02 Estimated Quantities (Nov 30 2006) .....	5
V.11.	CONTRACT-008.1b Warranties (Oct 2013) .....	5
V.12.	CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013) .....	6
V.13.	CONTRACT-009.1d Ownership Rights (Oct 2006) .....	8
V.14.	CONTRACT-010.1b Inspection and Acceptance (Oct 2013) .....	8
V.15.	CONTRACT-011.1a Compliance With Law (Oct 2006) .....	11
V.16.	CONTRACT-012.1 Contract Scope (Oct 2013) .....	11
V.17.	CONTRACT-013.1 Environmental Provisions (Oct 2006) .....	11
V.18.	CONTRACT-014.1 Post-Consumer Recycled Content (June 2016) .....	11
V.19.	CONTRACT-014.3 Recycled Content Enforcement (Feb 2009) .....	11
V.20.	CONTRACT-015.1A Compensation/Expenses (May 2008) .....	12
V.21.	CONTRACT-015.2 Billing Requirements (February 2012) .....	12
V.22.	CONTRACT-016.1 Payment (Oct 2006) .....	12
V.23.	CONTRACT-016.2 ACH Payments (Aug 2007) .....	13
V.24.	CONTRACT-017.1 Taxes (Dec 5 2006) .....	13
V.25.	CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006) .....	13
V.26.	CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006) .....	14
V.27.	CONTRACT-020.1 Audit Provisions (Oct 2006) .....	14
V.28.	CONTRACT-021.1 Default (Oct 2013) .....	14
V.29.	CONTRACT-022.1 Force Majeure (Oct 2006) .....	16
V.30.	CONTRACT-023.1b Termination (Oct 2013) .....	16
V.31.	CONTRACT-024.1 Contract Controversies (Oct 2011) .....	18
V.32.	CONTRACT-025.1 Assignability and Subcontracting (Oct 2013) .....	19
V.33.	CONTRACT-026.1 Other Contractors (Oct 2006) .....	19
V.34.	CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018) .....	20
V.35.	CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015) .....	21
V.36.	CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010) .....	25
V.37.	CONTRACT-030.1 Americans with Disabilities Act (Oct 2006) .....	26
V.38.	CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006) .....	26
V.39.	CONTRACT-033.1 Applicable Law (Oct 2006) .....	26
V.40.	CONTRACT-034.1a Integration – RFP (Dec 12 2006) .....	26
V.41.	CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006) .....	26
V.42.	CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011) .....	27
V.43.	CONTRACT-035.1b Changes (Oct 2013) .....	27
V.44.	CONTRACT-036.1 Background Checks (February 2016) .....	27
V.45.	CONTRACT-037.1b Confidentiality (Oct 2013) .....	28
V.46.	CONTRACT-038.1 Limitation of Liability (Oct 2013) .....	29
V.47.	CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013) .....	29
V.48.	CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016) .....	32
V.49.	CONTRACT-045.1 Insurance - General (Dec 12 2006) .....	32
V.50.	CONTRACT-051.1 Notice (Dec 2006) .....	32
V.51.	CONTRACT-052.1 Right to Know Law (Feb 2010) .....	32
V.52.	CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018) .....	34

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

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

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

#### **V.2. CONTRACT-003.1b Signatures – Contract (July 2015)**

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

## Exhibit A, CONTRACT TERMS AND CONDITIONS

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

### V.3. CONTRACT-004.1b Definitions – IT (Oct 2013)

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

- (a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency.”
- (b) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Contractor Works. (i) Contractor research reports, scorecards, rankings, product comparisons, spreadsheets, graphics, tables, charts, data, compilations of data, assessment tools such as product rankings, formulas, and algorithms and all other Contractor proprietary content and material that Contractor has developed prior to or independently of performance of Services under this Agreement; and (ii) Contractor’s research methodologies, including but not limited to Contractor’s segmentation model and analysis methodology.
- (d) Days. Unless specifically indicated otherwise, days mean calendar days.
- (e) Developed Works or Developed Materials. Except for Contractor’s internal communications relating to Services of this Contract that are not delivered to the Commonwealth and Contractor Works, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor originally and uniquely for the Commonwealth in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (f) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (g) Internal Business Purposes. A term used to refer to the use of works developed pursuant to this Contract. It includes use by the Commonwealth within all its departments, as well as use with third party contractors (solely in connection with their provision of services to the Commonwealth) provided the Commonwealth shall remain responsible for such use in accordance with this Contract.
- (h) Services. All Contractor activity necessary to satisfy the Contract.

### V.4. CONTRACT-005.1b Agency Purchase Orders (July 2015)

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

The Agency 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 that are reviewed by Contractor and to which Contractor has no objection 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 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

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

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

### **V.5. CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not the Contractor provides them directly. Further, the Contractor is the sole

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

### **V.6. CONTRACT-007.01b Delivery of Services (April 1, 2010)**

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.

### **V.7. CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

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

### **V.8. CONTRACT-008.1b Warranties (Oct 2013)**

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) 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.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (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 Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR

## Exhibit A, CONTRACT TERMS AND CONDITIONS

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.
- (f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

### V.9. **CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013)**

- (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 71 P.S. Section 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under 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 Materials 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 works produced 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 work produced 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.

## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (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 will 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 service, product or deliverable;
  - (iii) use of 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 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



## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (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.

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

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is a Developed Works under this Contract, subject to Section V.11 below.

### V.11. INTELLECTUAL PROPERTY AND RIGHT TO USE

The Contractor hereby grants to the Commonwealth a perpetual, non-exclusive, non-transferable license to use the Contractor Works comprising all or part of the Supplies and Services. The Commonwealth's use of the Contractor's intellectual property is subject to the following:

- (a) Commonwealth Right to Use. The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any Contractor Works including those accompanying any Developed Works designed or developed and delivered to the Commonwealth as part of the performance of the Contract, for the Commonwealth's internal business purposes subject to external use requirements of law and as otherwise stated in this Contract, or a Purchase Order resulting from this Contract.
- (b) Contractor Intellectual Property. Commonwealth acknowledges that, in the course of providing and performing the Supplies and Services, Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor, Contractor Works and that same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that 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. Commonwealth grants 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 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

## Exhibit A, CONTRACT TERMS AND CONDITIONS

Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract.

- (e) Contractor Web-Portal. If Supply or Service under this Contract is a subscription to Contractor Works, the Contractor grants the Commonwealth a non-exclusive, non-transferable, royalty-free license for the number of users specified in the Purchase Order to access such Contractor Works (“User Licenses”) during the term of such Purchase Order, subject to the terms and conditions of this Agreement. These rights are granted to an extent and for a duration necessary to enjoy the benefit of the Supplies, Services and Contractor Works as procured under this Contract. Each User License entitles the licensed user to: (a) make a single copy of the Contractor Works for the licensed user’s individual archival use; and (b) make a copy or slide of each scorecard, ranking, product comparison, spreadsheet, graphic, table, or portions of text less than a paragraph long contained in the Contractor Works for internal presentation purposes only, provided the Contractor copyright and Contractor’s other proprietary notices are affixed thereto.
- (f) Click Through Terms. In order to access or use hardware or software, the Commonwealth will click through electronic terms and conditions where they appear, provided that the provision of the Services or Supplies are subject to the terms and conditions of this Contract, and such electronic terms and conditions shall have no force or effect as to Services or Supplies and shall not be legally binding on the Commonwealth.
- (g) 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.

### V.12. CONTRACT-010.lb Inspection and Acceptance (Oct 2013)

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth, if detailed in the applicable Purchase Order. Upon approval of the plan by the Commonwealth, the Deliverable Approval 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 Deliverable Approval 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 Materials conform with the functional specification for the Developed Materials, 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.
  - (i) For projects that require software integration at the end of the Project, as set out in the Contract, the Commonwealth’s acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (ii) For Projects that do not require software integration at the end of the Project as set out in the Contract, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.
- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.
  - (i) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either Repeat the procedure set forth above.
  - (ii) Terminate the Contract.

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

### **V.13. CONTRACT-011.1a Compliance With Law (Oct 2006)**

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

### **V.14. CONTRACT-012.1 Contract Scope (Oct 2013)**

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the Contract.

Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

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: <https://www.oa.pa.gov/Policies/Pages/itp.aspx#>) including the accessibility standards set out in IT Policy ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

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

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

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

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

### **V.17. CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

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

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

### **V.18. CONTRACT-015.1A Compensation/Expenses (May 2008)**

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed in accordance with the specifications set forth in the applicable Purchase Order and/or SOW. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

### **V.19. CONTRACT-015.2 Billing Requirements (February 2012)**

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

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

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

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

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

The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed, if such acceptance criteria is outlined in the applicable SOW); or (c) the payment date specified on the invoice if later than the dates established by and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. If specified in the applicable Purchase Order, the Commonwealth reserves the right to conduct further testing and inspection after

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

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

The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases of \$10,000 or less under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

### **V.21. CONTRACT-016.2 ACH Payments (Aug 2007)**

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

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

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

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

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

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

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

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

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

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

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

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
  - (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (ii) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - (iii) Unsatisfactory performance of the work;
  - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

- (v) Improper delivery;
  - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - (vii) Delivery of a defective item;
  - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - (ix) Discontinuance of work without approval;
  - (x) Failure to resume work, which has been 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 materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - (xiv) Failure to protect, to repair, or to 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 Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and subject to the LIMITATION OF LIABILITY provision of this Contract the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed Developed Works, 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



## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- (d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

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

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

### **V.28. CONTRACT-023.1b Termination (Oct 2013)**

- (a) For Convenience
  - (i) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (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). Any such termination shall be effected 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, Contractor shall receive payment for the following:

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

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 CONTRACT CONTROVERSIES provision of this Contract.

## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily 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 services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

### (b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state 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. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

### (c) Default

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 thirty (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.

- (i) Subject to the LIMITATION OF LIABILITY provision of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection, the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (ii) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics,

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

- (iii) Nothing in this Subsection shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
  - (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
  - (v) If this Contract is terminated as provided by this Subsection (c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to the OWNERSHIP RIGHTS provision of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such Developed Works as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (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 this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

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

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim,

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

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

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

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

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

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

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

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

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

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

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.

### **V.33. CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)**

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

- (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.

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

- (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

## Exhibit A, CONTRACT TERMS AND CONDITIONS

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 the 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 it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (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



## Exhibit A, CONTRACT TERMS AND CONDITIONS

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 is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (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 paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (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

## Exhibit A, CONTRACT TERMS AND CONDITIONS

addition to those the Commonwealth may have under law, statute, regulation or otherwise.

### V.34. CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

- (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 such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (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 <https://www.dgs.pa.gov> or contacting the:

Department of General Services

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

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

### **V.35. CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

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

### **V.36. CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

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

### **V.37. CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **V.38. CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

### **V.39. CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only.

Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

### **V.40. CONTRACT-035.1b Changes (Oct 2013)**

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with the CONTRACT CONTROVERSIES provision of this Contract.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

### **V.41. CONTRACT-036.1 Background Checks (February 2016)**

- (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 unescorted access to Commonwealth facilities, either through on-site access or through remote access to Commonwealth networks. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://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.

## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (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 \(Amended\) 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.

### V.42. CONTRACT-037.1b Confidentiality (Oct 2013)

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's information disclosed in connection with this Contract or Services. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information disclosed in connection with this Contract or Services. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- (b) The obligations stated in this Section do not apply to information:
  - (i) already known to the recipient at the time of disclosure;

## **Exhibit A, CONTRACT TERMS AND CONDITIONS**

- (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.

### **V.43. CONTRACT-038.1 Limitation of Liability (Oct 2013)**

- (a) 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 damages for:
  - (i) bodily injury;
  - (ii) death;
  - (iii) intentional injury;
  - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or
  - (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the Contract. Except as set out in the VIRUS AND MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING provisions of the Contract, the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the Contract. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

### **V.44. CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013)**

- (a) Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth 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. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall

## Exhibit A, CONTRACT TERMS AND CONDITIONS

cease if the Commonwealth has not fully complied with its own software security standards.

- (b) 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 or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) 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.
- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) 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 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.
- (f) 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. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not 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.
- (i) 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

## Exhibit A, CONTRACT TERMS AND CONDITIONS

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.

- (ii) 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.
- (iii) 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.
- (iv) 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. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (v) 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.



## Exhibit A, CONTRACT TERMS AND CONDITIONS

### V.45. CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, 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:

- (a) **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- (b) **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 the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or materially changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

### V.46. CONTRACT-051.1 Notice (Dec 2006)

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

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

### V.47. CONTRACT-052.1 Right to Know Law (Feb 2010)

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

## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (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,

## Exhibit A, CONTRACT TERMS AND CONDITIONS

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.

### V.48. CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- (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.

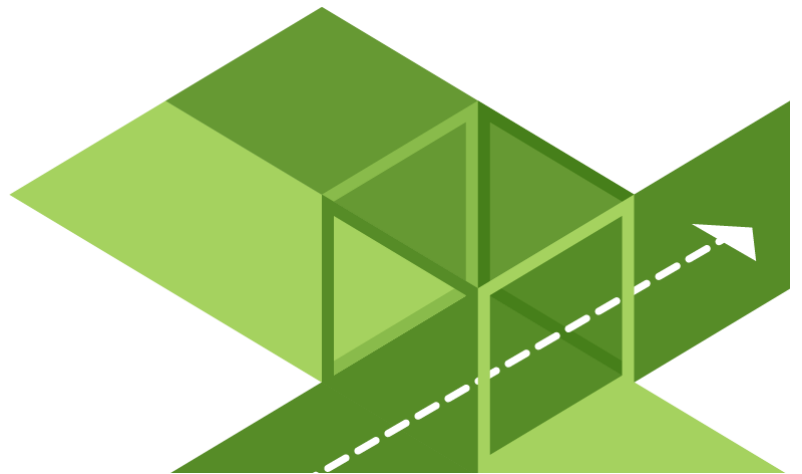
## Exhibit A, CONTRACT TERMS AND CONDITIONS

- (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.

---

**Authorized Information  
Technology Schedule  
Pricelist General Purpose  
Commercial Information  
Technology Equipment,  
Software and Services**

**FORRESTER®**  
CHALLENGE THINKING.  
LEAD CHANGE.



Founded in 1983 with corporate headquarters in Cambridge, MA and a Federal Government office in McLean, VA, Forrester Research, Inc. (Forrester) is an independent, objective research company that can provide the Federal Government with comprehensive, in-depth, and unbiased information, and analysis, best-in-breed, pragmatic, and forward-thinking advice. Forrester focuses on the business implications of technology change to help its clients create a unified plan that gains business/organizational advantage. Uniquely, Forrester guides business and government strategists, marketing executives, government agencies, and Information Technology (IT) professionals, global leaders in business, government and technology that collaborate with us to accelerate achievement of their business IT goals.

Our rigorous methodologies experience has helped Information IT Professionals make smart, confident decisions that improve their organizations' performance. We understand business executives' goals and challenges via over 30,000 Business executives interviews a year to understand their issues and what they need to be successful and use this information to provide objective advice to help meet department initiatives. Other IT Research firms just ask IT what the business wants and needs, which we believe is a flawed methodology. Forrester focuses on the business/mission from the beginning. Forrester analysts enter into consulting engagements with a deep, immediate understanding of your mission, stakeholders, and goals — meaning faster, more cost-efficient results. Forrester has been ranked in the top 75 on *Forbes* 200 Best Small Companies list for five consecutive years. For more information, visit [www.forrester.com](http://www.forrester.com).

#### SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

#### SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote

sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

**Forrester Research, Inc.**  
**60 Acorn Park Drive, Cambridge, MA 02140**  
**Phone: 617.613.6274**  
**Fax: 617-613-5200**  
**<http://www.Forrester.com>**

Contract Number: **47QTCA18D001C**

Period Covered by Contract: **October 27, 2017 – October 26, 2022**

General Services Administration  
Federal Acquisition Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

---

# Information for Ordering Activities Applicable to All Special Item Numbers

## SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### 1. GEOGRAPHIC SCOPE OF CONTRACT:

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [ X ] The Geographic Scope of Contract will be domestic and overseas delivery.
- [ ] The Geographic Scope of Contract will be overseas delivery only.
- [ ] The Geographic Scope of Contract will be domestic delivery only.

### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering address: Forrester Research, Inc.  
60 Acorn Park Drive  
Cambridge, MA 02140

Payment address: Forrester Research, Inc.  
Dept. CH 10334  
Palatine, IL 60055-0334



Wire Funds: Citizens Bank, Providence, RI 02915,  
Wire ABA#0115-0012-0,  
ACH ABA#211 0701 75 for credit to:  
Forrester Research, Inc.  
Account#: 1135580437

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 617-613-6274

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 10-676-5928

Block 30: Type of Contractor: Large Business

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 04-2797789

4a. CAGE Code: 1NSB6

4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB DESTINATION

### 6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
---------------------	--------------------------

132-51	30 Days
--------	---------

132-52	30 Days
--------	---------

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame

shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED.**

- a. Prompt Payment: **Net 30 Days**
- b. Quantity: **See Volume Discounts**
- c. Dollar: **None**
- d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other: **N/A**

**8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. SMALL REQUIREMENTS: THE MINIMUM DOLLAR VALUE OF ORDERS TO BE ISSUED IS \$55.00.**

**11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

Special Item Number 132-52 – Electronic Commerce and Subscription Services

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- 
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

#### **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

#### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

### **Hardware is not offered under this contract.**

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## 20. BLANKET PURCHASE AGREEMENTS (BPAS)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## 23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.forrester.com>

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



---

# Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

## 1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

## 2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

## 3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## 4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.



c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

---

## 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

## 9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress

payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

### 16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

## Terms and Conditions Applicable to Electronic Commerce and Subscription Services (Special Item Number 132-52)

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT DOES NOT APPLY TO THIS SIN, EXCEPT if a TDR-covered SIN(s) is proposed as part of your total offering to GSA (e.g. offer 132-51 and 132-8). If both TDR and NON-TDR SINs are offered, then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. If NON-TDR SIN(s) are offered only, then the offering will be subject to PRC and CSP.

NOTES: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and service and prices which may be included.

Exception: According to SBA standards NAICS code 541519 has the dollar value standard of \$27.5 million except if you are a Value Added Reseller (150 employee standard). For more information please visit [http://www.naics.com/naicswp2014/wp-content/uploads/2014/10/2014-Size\\_Standards\\_Table.pdf](http://www.naics.com/naicswp2014/wp-content/uploads/2014/10/2014-Size_Standards_Table.pdf)

**Sales:** \$224,474,817

**Sales Period:** October 1, 2015 to Sep 30, 2016

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code:** D304

**Maximum Order:** \$500,000

NAICS

Number	Description	Business Size
517110	Wired Telecommunications Carriers	1500 employees
517911	Telecommunications Resellers	1500 employees
517919	All Other Telecommunications	\$32.5 million
518210	Data Processing, Hosting, and Related Services	\$32.5 million
519130	Internet Publishing and Broadcasting and Web Search Portals	1000 employees
541519	Other Computer Related Services	\$27.5 million

**SubSIN Catagorie(s):**

FSC/PSC Class D304 IT AND TELECOM – TELECOMMUNICATIONS AND TRANSMISSION

- E-Mail Services
- Internet Access Services
- Navigation Services
- Value Added Network Services (VANS)

FSC/PSC Class D399 IT AND TELECOM – OTHER IT AND TELECOMMUNICATIONS

- Other Data Transmission Services, Not elsewhere classified

---

# USA Commitment to Promote Small Business Participation Procurement Programs

## PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

## COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Shannon Guiney, VP Finance Operations 617-613-6274 Fax: 617-613-5200, [sguiney@forrester.com](mailto:sguiney@forrester.com)**.

---

# Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

## (Customer Name) Blanket Purchase Agreement

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:



- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

## Basic Guidelines for Using “Contractor Team Arrangements”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- › The customer identifies their requirements.
- › Federal Supply Schedule Contractors may individually meet the customers needs, or -
- › Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- › Customers make a best value selection.

---

# Forrester Products and Solutions

## Advisory

Forrester's analyst advisory engagements can play a critical role in ensuring successful outcomes for your technology management or marketing and strategy initiatives. Advisory engagements are built on Forrester's consumer, buyer, market, and technology adoption insights. Expert analysts demonstrate how our research applies to your initiatives, providing best practices and a direct line of sight into emerging trends. Advisory engagements align to specific research themes, such as customer experience, big data, digital business, or mobile.

Advisory Forrester clients can purchase Service Units, which act as prepaid Forrester credits for conducting analyst advisory sessions. Service Units maximize the value of your relationship with Forrester by applying our research to your specific situation through a retainer of prepaid analyst time. As a Service Unit client, you will work with a program manager who will use their understanding of your business needs to identify, customize, and facilitate interactive sessions to address your pressing business challenges.

Flexible options are available for analyst advisory engagements, including full-day, half-day, and hourly advisory sessions for your internal — or external — audience. Sessions are conducted in person or virtually. Options include:

- › **Visioning:** Forrester's analysts are at the forefront of the areas that matter most to your organization. Through an interactive session, Forrester's thought leadership and deep market knowledge will help set the stage for your vision for the next three to five years and inspire action.
- › **Maturity Assessments:** Forrester will guide your organization's understanding of how to assess its readiness, address strengths and weaknesses, and identify the steps to move to the next level of maturity by leveraging Forrester's maturity assessment models, research, and best practices.
- › **Business Cases:** Forrester will guide your business and technology stakeholders and provide the foundation to create an effective business case for your technology investments. Through facilitated discussions and exercises, the session will explore the costs, benefits, flexibility, and risks associated with a technology investment decision.
- › **Strategic Road Maps:** Forrester will guide the definition of your organization's strategic road map and provide advice for how to develop a winning strategy for successful adoption. Through a facilitated session, apply Forrester's unique understanding of best practices for establishing a strategic road map through key elements such as milestones, prioritization, tradeoffs, and risks.

### Pricing (each):

**Advisory Day: \$8,415.11**

**Advisory Call: \$1,051.89**

**Service Unit: \$105.19**

<b>Consulting Labor Category</b>	<b>Functionality Responsibility (Summary)</b>	<b>Daily Rate</b>
Consulting Day Rate - Editor	The editor is responsible for the editing and production of final client materials.	\$871.54
Consulting Day Rate - Associate Consultant	Consultants apply their skills and expertise in specific subject matter areas to help develop solutions to client needs. They are also responsible for overseeing day-to-day task management and creation of deliverables for specified client needs.	\$1,359.60
Consulting Day Rate - Consultant	Consultants are responsible for day-to-day task management and creation of deliverables for specified client needs.	\$2,510.03
Consulting Day Rate - Senior Consultant	Senior Consultants apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations. This individual organizes and assigns responsibilities to subordinates, and oversees the assigned tasks.	\$3,451.28
Consulting Day Rate - Principal Consultant	The Principal Consultant manages, plans and coordinates activities of projects. This individual reviews project proposals or plans to determine schedule, funding limitations, procedures for accomplishing projects, staffing requirements and allotment of available resources to various phases of projects. The Project Manager establishes work plans and coordinates staffing for each phase of project and arranges for recruitment or assignment of project personnel. The Project Manager identifies functional or cross-functional requirements and resources required for each task.	\$4,392.54
Consulting Day Rate - Vice President	The Vice President has overall accountability for business solution programs. Vice Presidents may be responsible for product delivery and/or financial management of client engagements. A Vice President performs independent quality assurance reviews of program performance and deliverables. They lend thought leadership to engagement teams in developing creative solutions to client problems.	\$5,054.91
Consulting Day Rate - Consulting Director	The Consulting Director has overall accountability for business solution programs, and oversees and manages multiple client relationships. Consulting Directors may be responsible for product delivery and/or financial management of client engagements. They lend thought leadership to engagement teams in developing creative solutions to client problems.	\$5,473.25
Consulting Day Rate - Analyst	The analyst has industry experience in the relevant subject matter. This individual will use subject matter expertise and/or industry focus expertise in fulfilling the interpreted customer specification. The analyst provides thought leadership related to current and future customer plans with regard to the stated client need.	\$5,717.28

## Leadership Boards (Part # LB\_U)

Leadership Boards are an exclusive network of peers, analysts, and advisors connecting clients with leading practices to accelerate business growth. Members are part of a trusted, pre-qualified global community of leaders within their discipline. Participation includes facilitated peer-networking events and one-to-one peer exchanges, on top of forward-looking research insights designed to tackle members' most pressing challenges and change initiatives.

In addition to the benefits of a Forrester Research Member membership, a Council membership adds:

- › A dedicated advisor
- › Peer network
- › In-person events
- › One (1) Forrester Forum ticket
- › Virtual events
- › Exclusive content
- › Online community

### BUSINESS TECHNOLOGY LEADERSHIP BOARD COUNCILS

- › Application Development & Delivery Council
- › Business Technology Strategy Council
- › The CIO Group
- › Enterprise Architecture Council
- › Security & Risk Council
- › Sourcing & Vendor Management Council

### MARKETING & STRATEGY (M&S) LEADERSHIP BOARD COUNCILS

- › B2B Marketing Council
- › B2C Marketing Council
- › The CMO Group
- › Customer Experience Council
- › Customer Insights & Analytics Council
- › Digital Business Council

Quantity:	Total Price:
1	\$30,680.10
2	\$56,977.33
3	\$83,274.56
4	\$109,571.79
5	\$135,869.02

Quantity:	Total Price:
6	\$162,166.25
7	\$188,463.48
8	\$214,760.71
9	\$241,057.94
10	\$267,355.17

---

**LEADERSHIP BOARDS – INSIGHT (PART # LB\_I)**

Leadership Boards Insight Seats may only be sold to existing seat holders who have already purchased a corresponding Leadership Board Council seat.

<b>Quantity:</b>	<b>Total Price:</b>	<b>Quantity:</b>	<b>Total Price:</b>
1	\$16,070.53	6	\$70,783.39
2	\$32,141.06	7	\$75,677.59
3	\$48,211.59	8	\$80,571.79
4	\$57,050.39	9	\$85,465.99
5	\$65,889.19	10	\$90,360.19

## Executive Programs – Part # EP\_CIO

Executive-level coaching for CIOs and to help drive your customer-obsessed strategies and accelerate your team's ability to deliver results on your most strategic initiatives. Forrester Executive Programs help you navigate and win in the age of the customer, delivering everything Forrester has to offer – customized to your strategic initiatives and goals.

CIO Executive Programs provide you with:

**An Executive Partner** to provide one-on-one coaching and help you establish and tackle your most important initiatives, delivered through recurring 1:1 meetings and ongoing "on-call" conversations and support.

**Age of the Customer research access** including unlimited access to all of Forrester's Marketing & Strategy and Business Technology research.

**Onsite strategy sessions** to align your team on crucial growth initiatives.

**Team support** to accelerate your team's ability to deliver results on your most strategic initiatives.

**Curated research and analysis** to guide and ensure confidence in your decisions.

**On demand access to Forrester experts** to accelerate progress toward your desired outcome.

**Invitation to one (1) Forrester Forum** to meet with peers and other CMOs and CIOs.

**Pricing (each): \$65,743.07**

## Research

Highly objective and rigorous, Forrester's research is the foundation of all of our offerings and directly focuses on providing you with the most valuable, relevant research to match your needs. Our core research and tools provide you with forward-looking, actionable guidance aligned to your key initiatives and those of your target clients, competitive intelligence, and one-on-one time with our experts.

Forrester Research is written for 12 leadership roles:

**Marketing and Strategy Professionals — M&S Research:** Chief Marketing Officer, B2B Marketing, B2C Marketing, Customer Experience, Customer Insights, Digital Business Strategy

**Technology Management Professionals — BT Research:** Chief Information Officer, Application Development & Delivery, Enterprise Architecture, Security & Risk, Sourcing & Vendor Management

**Playbooks** are Forrester's framework to help you deliver on your top initiatives using our four-phase, step-by-step approach — discover, plan, act, and optimize. This life-cycle approach will guide you to better business decisions and outcomes. Each playbook includes an Executive Overview plus 12 additional reports spanning the four phases. To date, Forrester has more than 60 playbooks that are updated annually with current insight from our experts.

**Market Overviews** provide an objective analysis and overview of technology providers.

**Trends and Predictions** give insight into how a technology, marketing, or strategy category will unfold.

**Quick Takes** analyze a significant market event, such as an IPO or a product announcement.

**TechRadar™** is Forrester's methodology to describe and plot a technology or process according to its ecosystem maturity, business value-add adjusted for uncertainty, and future trajectory. TechRadar helps clients develop a technology road map using objective analysis and perspectives.

**Forrester Wave™** is our transparent and objective evaluation of providers in a software, hardware, or services market. It evaluates their market positions across Current Offering, Strategy, and Market Presence. Forrester Wave reports and spreadsheets expose the criteria we use to grade the providers' offerings and how we score and weight those criteria.

**Analyst Inquiry** enables clients to ask analysts questions related to our research during a 30-minute strategy session. Our thought leaders demonstrate how their research applies to your initiatives, providing insights that lead to greater confidence in your decisions. A self-schedule tool is available.

**Research Inquiry** is available as an unlimited service to answer questions related to our written research. Within 36 hours, research specialists will help you locate the right pieces of research for your tactical or strategic issues.





**Dedicated Client Relations Specialist:** Each client receives a dedicated client relations specialist to manage research inquiries, briefings, and questions related to [www.forrester.com](http://www.forrester.com).

**Planned Research Tool:** Clients can access a calendar of upcoming research on [Forrester.com](http://Forrester.com) to plan for briefings and inquiries as well as to plan webinars around a major report release.

**Dedicated Account Manager:** Every Forrester client, regardless of size, receives a dedicated account manager to support their needs throughout their Forrester journey. This extends from Forrester Research Member and Reader onboarding and ongoing questions on how Forrester can support your initiatives to partnership reviews.

**Courtesy Views:** Get more out of your membership by accessing up to 10 reports published to roles outside of your research subscription. For example, if you are a Business Technology Research client, you can access up to 10 reports published to corresponding Marketing & Strategy roles.

**Courtesy Inquiries:** Enhance your understanding by scheduling up to four Courtesy Inquiries to speak with a Forrester analyst outside of your research subscription. For example, if you are a Marketing & Strategy Research client, you can schedule up to four 30-minute Analyst Inquiries with Business Technology analysts.

**Document Review** is an Inquiry service for clients to receive feedback on business-technology-related or marketing and strategy-related RFPs, contracts, and strategy documents. With Age of the Customer Research access, analysts provide reviews of these documents up to 20 pages.

**Webinars** are developed and led by our analysts, who focus on the key trends and technologies that affect your business. These interactive presentations are followed by an open forum for questions.

**Events:** A single ticket to a Forrester Event is also included in all orders with at least one Research Member seat. These forums allow you to learn from thought leaders, hear from your peers, and engage with Forrester analysts.

**Forrester.com** is the central place to access and manage services, find and read research, schedule Inquiries, and manage your account and personal preferences. Stay informed about the latest Forrester reports and Webinars by creating alerts based on your role or a custom term.

**Forrester Reader for the iPad** helps you quickly and easily find the latest reports, playbooks, charts and figures; save research to your personal reading list for offline reading; and share excerpts, charts, and report links.

**Forrester Insights for the iPhone** helps you access our research anytime, anywhere. In addition to intuitive search and a high-resolution display, the Forrester Insights app features a save function that syncs across web and mobile, share functionality to keep colleagues and teams up to date, and a way to connect with Forrester analysts to have your questions answered within one business day.

#### RESEARCH MEMBER - (PART # R\_M)

BT Research Members have unlimited access to Forrester's research for Technology Management Professional roles: CIO, Application Development & Delivery, Enterprise Architecture, Security & Risk, Sourcing & Vendor Management.

M&S Research Members have unlimited access to Forrester's research for M&S Professional roles: CMO, B2B Marketing, B2C Marketing, Customer Experience, Customer Insights, Digital Business Strategy. Research Member level of access also includes:

- › Unlimited use of our client service department
- › Analyst Inquiry
- › Unlimited webinars
- › Dedicated account team
- › BT Document Review (up to 20 pages)
- › Up to four “click-and-share” documents
- › Personalized web portal with alerts

Quantity:	Total Price:	Quantity:	Total Price:
1	\$27,392.95	6	\$82,327.48
2	\$43,685.15	7	\$87,221.68
3	\$59,755.68	8	\$92,115.88
4	\$68,594.48	9	\$97,010.08
5	\$77,433.28	10	\$101,904.28

#### RESEARCH READER (PART # R\_R)

BT Research Readers have unlimited access to Forrester’s research for Technology Management Professional roles: CIO, Application Development & Delivery, Enterprise Architecture, Security & Risk, Sourcing & Vendor Management.

M&S Research Readers have unlimited access to Forrester’s research for M&S Professional roles: CMO, B2B Marketing, B2C Marketing, Customer Experience, Customer Insights & Analytics, Digital Business Strategy. Research Reader level of access also includes:

- › Unlimited use of our client service department
- › Dedicated account team
- › Personalized web portal with alerts

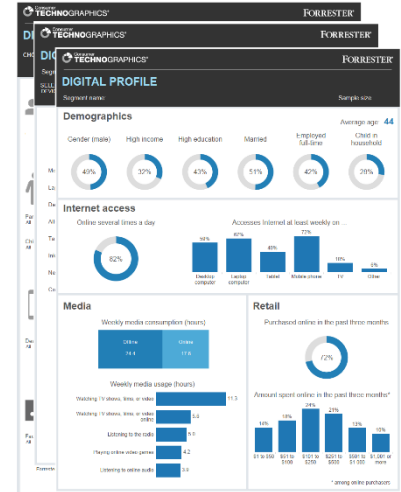
Quantity:	Total Price:	Quantity:	Total Price:
1	\$8,400.50	6	\$37,619.65
2	\$14,224.33	7	\$41,966.00
3	\$20,088.16	8	\$46,312.35
4	\$25,931.99	9	\$50,658.70
5	\$31,775.82	10	\$55,005.05

## Consumer Technographics

Consumer Technographics explores a deep range of behaviors around how consumers use technology, shop, travel, bank, consume media, or get services, as well as providing insights into their customer journey. Consumer Technographics is based on more than 400,000 surveys completed annually across 19 countries. Covering more than 1,500 leading consumer brands in North America, Europe, Asia Pacific, and Latin America, our globally consistent survey questions enable you to compare consumers across geographies, and repeated survey themes allow for trending data over time.

Our quantitative, qualitative, and behavioral methodologies enable clients to explore the needs of new or underserved segments in your market; build stronger experiences for existing customers; shape digital priorities based on consumer technology adoption and expectations; and understand and adapt to the influencers in consumer purchase journeys.

Consumer Technographics clients have access to a variety of resources, including a personalized data service from our data insights team; interactive data dashboards and charts; proprietary segmentations on the digital, mobile, social, financial, and retail behaviors of your customers; expert analysts to help you understand what the data means for your business strategy; a data self-service tool for quick answers on the go; and exclusive Consumer Technographics insights reports.



### CONSUMER TECHNOGRAPHICS WORKGROUP: NORTH AMERICA (PART# CT\_NA\_WG)

**Pricing: \$21,914.36**

### CONSUMER TECHNOGRAPHICS ADD-ON RETAIL AND TRAVEL: USA (PART# CT\_USA\_AO\_RT)

**Pricing: \$18,261.96**

### CONSUMER TECHNOGRAPHICS ADD-ON TECH, MEDIA AND TELECOM: USA (PART# CT\_USA\_AO\_TMT)

**Pricing: \$18,261.96**

### CONSUMER TECHNOGRAPHICS ADD-ON FINANCIAL SERVICES: USA (PART# CT\_USA\_AO\_FS)

**Pricing: \$18,261.96**

### CONSUMER TECHNOGRAPHICS ADD-ON HEALTHCARE AND GOVERNMENT: USA (PART# CT\_USA\_AO\_HG)

**Pricing: \$18,261.96**

## ForecastView

Forrester's ForecastView provides clients with deep, reliable insights into the current size, composition, and future growth opportunities of their markets. ForecastView delivers access to more than 40 forecasts across North America, Europe, Asia Pacific, and Latin America with a focus on mobile, eCommerce, and digital marketing. Our forecasts employ a unique methodology: By leveraging consumer demand-side data balanced with company supply-side metrics, we provide a highly detailed understanding of each market.

Professionals rely on our service for objective insights to help them succeed with strategic planning, benchmarking, analyzing market drivers and the impact of online and mobile on specific industries, and understanding global markets. The ForecastView service includes unlimited inquiries with a ForecastView analyst whose expertise is directly relevant to your business, allowing them to identify your specific market drivers and inhibitors.

### FORECASTVIEW FULL SERVICE - WORKGROUP - AMERICAS (PART# FV\_WG\_AM)

**Pricing: \$10,957.18**

### FORECASTVIEW ADD-ON - E-COMMERCE: AMERICAS (PART# FV\_AM\_AO\_EC)

**Pricing: \$10,226.70**

### FORECASTVIEW ADD-ON MOBILE: AMERICAS (PART# FV\_AM\_AO\_MO)

**Pricing: \$10,226.70**

### ADDITIONAL SEAT FOR FORECASTVIEW FULL SERVICE WORKGROUP (PART# FV\_WG\_AS)

**Pricing: \$2,191.44**

**EXHIBIT C**

**STATEMENT OF WORK**

**FOR**

**COMMONWEALTH OF PA – [Insert Agency Name]**

**PO NUMBER: \_\_\_\_\_**

AGENCY CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

AGENCY ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## A. Introduction

This Statement of Work (“SOW”) is made (“Effective Date”), by and between the Commonwealth of PA, [Insert name of Agency] (“Agency”), with its principal office located at [Insert address] (“Address”) (hereinafter referred to as “Customer”) and [Insert complete name of Supplier] with its principal place of business at [Insert address] (hereinafter referred to as “Supplier”). Supplier and Agency may also be referred individually as “Party” or collectively as “Parties.”

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

Any terms and conditions not set forth in this SOW are governed by Software/Services License Requirements Agreement Number 4400XXXXX and the Participating Addendum Number 4400XXXXX. In the event of inconsistencies between the Participating Addendum and the Software/Services License Requirements Agreement, the parties agree that the Software/Services License Requirements Agreement prevails, only with respect to the specific subject matter addressed therein.

## B. Project Overview and Tasks

Forrester Research, Inc. will perform the following tasks (the “Project”):

Supplier to insert exact, detailed 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. 5/10/16
- 2.) Receipt of equipment. 5/20/16
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/16
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/16

The Supplier's required delivery time for the requested services shall be included within this SOW and must be agreed upon the Parties prior to issuance of the Purchase Order to which this SOW will be attached.

**D. Project Cost**

Project Cost is: \$

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

(An exact costing breakdown must be provided)

**E. SOW Acceptance**

This SOW is acceptable. The Parties hereby acknowledge and confirm that the scope of work and related terms of this SOW have been read and are accepted and approved. 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 prior to commencing in any work outside the scope of the original SOW.

Please sign and email to **Supplier** at [email address]

Supplier

Commonwealth of PA – **Agency**

Approved (date): \_\_\_\_\_

\_\_\_\_\_  
Authorized **Agency** Name

\_\_\_\_\_  
Authorized **Supplier** Signature

\_\_\_\_\_  
Authorized **Agency** Signature

\_\_\_\_\_  
Authorized **Supplier** Title

\_\_\_\_\_  
Title

**F. Project Completed and Accepted**

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

Approved (date): \_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Name

---

Authorized Supplier Signature

---

Authorized Agency Signature

---

Authorized Supplier Title

---

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER  
REFERENCING THIS SOW



## 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: Michael Doyle

TITLE: Chief Financial Officer DATE: 9/3/2019

**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>		Forrester Research, Inc.
<i>By (Authorized Signature)</i>		<i>Michael Doyle</i>
<i>Printed Name and Title of Person Signing</i>	Michael Doyle Chief Financial Officer	<i>Date Executed</i> 9/3/2019

**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>