



**FULLY EXECUTED**  
Contract Number: 4400023215  
Original Contract Effective Date: 03/17/2021  
Valid From: 07/29/2020 To: 06/30/2024

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

**Purchasing Agent**

Name: Wisniewski Jessica  
Phone: 717-265-8863  
Fax: 717-783-6241

Your SAP Vendor Number with us: 542808

**Supplier Name/Address:**  
POMEROY TECHNOLOGIES LLC  
P.O. Box 7410512  
CHICAGO IL 60674-0231 US

**Please Deliver To:**

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

Supplier Phone Number: 717-516-7101  
Supplier Fax Number: 717-303-1785

**Contract Name:**  
Networking Equip/Svcs - Pomeroy Technolo

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment	0.000		0.00	1	0.00
2	Maintenance Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Dell)	0.000		0.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_

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**Header Text**

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Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

This contract has been reassigned from Pomeroy IT Solutions Sales Company (4400020307) to Pomeroy Technologies LLC (4400023215). Extreme Network products will no longer be offered under this contract. - ajl 7.29.2020

5.18.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rh

12.17.21 - Contract renewed to 12.31.2022. rsh

10.17.22 - contract renewed to 12.31.23 rsh

4.3.23 - Updated Maintenance and support from 2 years to 3 years past expiration date of contract. rsh

11.20.23 - Contract renewed to 3.31.2024 and commodity specialist updated. jlw

3.22.24 - Contract extended by Emergency Procurement 38003 for 3 months. JW

No further information for this Contract

**Information:**





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**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

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11.20.23 - Contract renewed to 3.31.2024 and commodity specialist updated. jlw

No further information for this Contract

**Information:**



November 15, 2023

POMEROY TECHNOLOGIES, LLC  
Gerald Rutledge  
PO Box 636049  
Cincinnati, OH 45263  
[Gerald.Rutledge@Pomeroy.com](mailto:Gerald.Rutledge@Pomeroy.com)

**SUBJECT: Renewal of Contract: Networking Equipment & Related Services**  
**Contract Number: 4400023215**  
**Term of Renewal: January 1, 2024, through March 31, 2024**

Dear Gerald,

The current contract the Commonwealth of Pennsylvania has for Networking Equipment & Related Services will expire on December 31, 2023. Per the terms of the above reference contract, the Commonwealth is exercising its option to extend the term in accordance with **V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)** which states:

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

The purpose of this extension is to prevent any lapse in coverage until a new contract is in place. This extension will start effective January 1, 2024, and will expire March 31, 2024.

The Commonwealth requests your acknowledgement of the contract renewal. Please complete and return the bottom section of this letter to me by fax or email prior to the close of business on November 29, 2023.

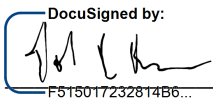
Please feel free to contact me if you have any questions. Thank you for your immediate response and consideration.

Sincerely,

Jessica Wisniewski  
717.265.8863  
[JessiWisni@pa.gov](mailto:JessiWisni@pa.gov)

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

Yes  No

Signature  Title President

Date 11/15/2023





**pennsylvania**

DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT

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



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Valid From: 07/29/2020 To: 12/31/2023

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

Your SAP Vendor Number with us: 542808

**Purchasing Agent**

Name: Hosler Raeden

Phone: 717-787-4103

Fax:

**Supplier Name/Address:**

POMEROY TECHNOLOGIES LLC

P.O. Box 636049

CINCINNATI OH 45263-1049 US

**Please Deliver To:**

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

Supplier Phone Number: 717-516-7101

Supplier Fax Number: 717-303-1785

**Contract Name:**

Networking Equip/Svcs - Pomeroy Technolo

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

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10.17.22 - contract renewed to 12.31.23 rsh

No further information for this Contract

**Information:**



October 12, 2022

POMEROY TECHNOLOGIES LLC  
Gerald Rutledge  
PO Box 636049  
Cincinnati, OH 45263

**SUBJECT:** Renewal of Contract: Networking Equipment & Related Services  
Contract Number: 4400023215  
Term of Renewal: January 1, 2023, through December 31, 2023

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of January 1, 2023, through December 31, 2023.

As you may be aware, the Bureau of Procurement is working aggressively to reduce costs and identify the most efficient processes for procuring our goods and services.

Under Governor Wolf's "Go-Time" initiative, the Bureau of Procurement is applying commercial best practices throughout its organization and has reintroduced Reverse Auction technology as a way to generate additional cost savings. Furthermore, in the spirit of cost savings, we are asking current vendors to consider a price a reduction to current pricing.

In an effort to comply with the goals of the "Go-Time" initiative, we are asking you to consider the following:

- Agreeing to a voluntary price reduction (the Commonwealth suggests up to 10%).
- This voluntary price reduction could apply to any or all line items in your contract.

Any voluntary price reduction would become effective for the next renewal period of January 1, 2023, through December 31, 2023.

If you are in agreement with the proposed cost saving efforts, please indicate on page 2 of this letter.

If the Commonwealth elects to renew the contract, the Bureau will issue a revised contract document to reflect the renewed contract period and adjusted pricing.

Thank you for your immediate response and consideration. Please complete and return this letter to me either by fax or email prior to the close of business, October 28, 2022.

If you have any questions, please feel free to contact me.

Raeden Hosler  
717.787.4103  
[rhosler@pa.gov](mailto:rhosler@pa.gov)

Continued



Page 2 of 2

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

Yes  No

I agree to offer a voluntary price reduction for the renewal period.

Yes  No  Proposed Voluntary Price Reduction \_\_\_\_\_%

Signature John R. Blackburn Title President

Date 10/14/2022

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



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Your SAP Vendor Number with us: 542808

**Purchasing Agent**

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Phone: 717-787-4103  
Fax:

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**Information:**



December 3, 2021

POMEROY TECHNOLOGIES, LLC  
Gerald Rutledge  
PO Box 636049  
Cincinnati, OH 45263  
[Gerald.Rutledge@Pomeroy.com](mailto:Gerald.Rutledge@Pomeroy.com)

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Raeden Hosler  
717.787.4103  
[rhosler@pa.gov](mailto:rhosler@pa.gov)

Continued



Page 2 of 2

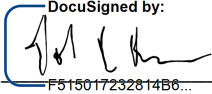
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- 

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

Yes  No

I agree to offer a voluntary price reduction for the renewal period.

Yes  No  Proposed Voluntary Price Reduction 0 %

Signature  Title President

Date 12/17/2021

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



**FULLY EXECUTED**

Contract Number: 4400023215

Original Contract Effective Date: 03/17/2021

Valid From: 07/29/2020 To: 12/31/2021

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

Your SAP Vendor Number with us: 542808

**Purchasing Agent**

Name: Hosler Raeden

Phone: 717-787-4103

Fax:

**Supplier Name/Address:**

POMEROY TECHNOLOGIES LLC

P.O. Box 636049

CINCINNATI OH 45263-1049 US

**Please Deliver To:**

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

Supplier Phone Number: 717-516-7101

Supplier Fax Number: 717-303-1785

**Contract Name:**

Networking Equip/Svcs - Pomeroy Technolo

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment	0.000		0.00	1	0.00
2	Maintenance Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Dell)	0.000		0.00	1	0.00

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**FULLY EXECUTED**

Contract Number: 4400023215

Original Contract Effective Date: 03/17/2021

Valid From: 07/29/2020 To: 12/31/2021

**Supplier Name:**

POMEROY TECHNOLOGIES LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance Extended Warranty (Dell)	0.000		0.00	1	0.00
8	Training (Dell)	0.000		0.00	1	0.00
9	Equipment Relocation (Dell)	0.000		0.00	1	0.00
10	Istallation (Dell)	0.000		0.00	1	0.00
11	Networking Equipment (Extreme)	0.000		0.00	1	0.00
12	Maintenance Extended Warranty (Extreme)	0.000		0.00	1	0.00
13	Training (Extreme)	0.000		0.00	1	0.00
14	Equipment Relocation (Extreme)	0.000		0.00	1	0.00
15	Installation (Extreme)	0.000		0.00	1	0.00
16	Networking Equipment (HPE)	0.000		0.00	1	0.00
17	Maintenance Extended Warranty (HPE)	0.000		0.00	1	0.00
18	Training (HPE)	0.000		0.00	1	0.00
19	Equipment Relocation (HPE)	0.000		0.00	1	0.00
20	Installation (HPE)	0.000		0.00	1	0.00
21	Networking Equipment (Vmware)	0.000		0.00	1	0.00
22	Maintenance Extended Warranty (Vmware)	0.000		0.00	1	0.00
23	Training (Vmware)	0.000		0.00	1	0.00

**Information:**



FULLY EXECUTED  
Contract Number: 4400023215  
Original Contract Effective Date: 03/17/2021  
Valid From: 07/29/2020 To: 12/31/2021

Supplier Name:  
POMEROY TECHNOLOGIES LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
24	Equipment Relocation (Vmware)	0.000		0.00	1	0.00
25	Installation (Vmware)	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

This contract has been reassigned from Pomeroy IT Solutions Sales Company (4400020307) to Pomeroy Technologies LLC (4400023215). Extreme Network products will no longer be offered under this contract. - ajl 7.29.2020

5.18.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rh  
No further information for this Contract

**Information:**

**ASSIGNMENT AGREEMENT**

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers, and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

**CONTRACT/PO #** 4400020307

<b>Assignor:</b>	Pomeroy IT Solutions Sales Company Inc	<b>Assignee:</b>	Pomeroy Technologies LLC
<b>Name:</b>	<b>Sam Humphreys</b>	<b>Name:</b>	<b>Michael O'Toole</b>
<b>Address</b>	1020 Petersburg Rd Hebron, KY 41048	<b>Address</b>	1020 Petersburg Rd Hebron, KY 41048
<b>EIN #</b>	61-1352158	<b>EIN #</b>	85-0862996
<b>Vendor #</b>	169472	<b>Vendor #</b>	542808

The Assignor warrants and represents that said contract is in full force and effect and fully assignable.

The Assignee hereby assumes and agrees to perform all remaining and executory obligations of Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee additionally hereby assumes and agrees to perform all remaining and executory obligations of Assignor under any outstanding purchase orders issued under the contract and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

The Assignor warrants that the contract is without modification, and remains on the terms contained.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this 9th day of June, 2020.

*Sam W. Humphreys*, Assignor  
Name

*President*  
Title  
*June 9, 2020*  
Date Signed

*[Signature]*, Assignee  
Name

General Counsel  
Title  
June 9, 2020  
Date Signed

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

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

General Counsel of

I, Michael O'Toole, \_\_\_\_\_ [name of Contractor] a \_\_\_\_\_ [DE] corporation or other legal entity, ("Contractor") located at \_\_\_\_\_, having a Social Security or Federal Identification Number of 611352158, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Pomeroy Technologies LLC.

  
\_\_\_\_\_  
Signature/Date 07/29/2020

Corporate or Legal Entity's Name  
  
\_\_\_\_\_  
Signature/Date 07/29/2020

Angela Klotz/ Notary Public  
Printed Name/Title

Michael O'Toole/ General Counsel  
Printed Name/Title



## RECIPROCAL LIMITATIONS ACT REQUIREMENTS

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

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

### I. REQUIREMENTS

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

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

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

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

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

	STATE	PREFERENCE
<input type="checkbox"/>	1. Hawaii	15%
<input type="checkbox"/>	2. Idaho	10%
<input type="checkbox"/>	3. Louisiana	3%
<input type="checkbox"/>	4. Montana	8%
<input type="checkbox"/>	5. New Mexico	5%
<input type="checkbox"/>	6. Wyoming	10%

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

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

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

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

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

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

## II. CALCULATION OF PREFERENCE

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

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

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
2	M	r, r, M
1		, r, d, d, M
3	r	
4	r	,
5	M r	

**IV. BIDDER'S RESIDENCY**

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

Correct Address: Pomeroy IT Solutions Sales Company, Inc.  
5072 Ritter Road  
Suite 106  
Mechanicsburg, PA 17055

**B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

**1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: 5072 Ritter Rd., Suite 106, Mechanicsburg, PA 17055.

**2. a.** If the bidder is a corporation:

**(1)** The corporation  is or  is not incorporated under the laws of the Commonwealth of Pennsylvania.

**(a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: \_\_\_\_\_

**(b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 01/01/2000

**(2)** The corporation X is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: Pomeroy

**b.** If the bidder is a partnership:

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

**(2)** The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_

**c.** If the bidder is an individual:

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

**IRAN FREE PROCUREMENT CERTIFICATION FORM**


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

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

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 - EXEMPTION**

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

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

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

## Trade Secret/Confidential Proprietary Information Notice

**Instructions:**

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

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

**Name of submitting party:**

Pomeroy Technologies, LLC

**Contact information for submitting party:**

Gerald Rutledge, 717-516-7101, Gerald.Rutledge@Pomeroy.com

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

RFP response to Third Party IT Hardware Maintenance (TPM), event number 0100047000

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

Response to Third Party IT Hardware Maintenance (TPM), event number 0100047000

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

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

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

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

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

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
Lot	Financials	We are a private Corp.
Lot	Employee information	Privacy







**LOBBYING CERTIFICATION FORM**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

TITLE:           \_\_\_\_\_

DATE:         \_\_\_\_\_





## LETTER FOR CHANNEL PURCHASING

**Date:** June 28, 2018

**To:** Commonwealth of Pennsylvania

**Bid Number  
or Project  
Name:** Pennsylvania Networking Equipment & Related Services / RFP 6100045034

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, Pomeroy IT Solutions Sales Company, Inc. is a Gold certified Cisco channel partner and that Cisco and Pomeroy IT Solutions Sales Company, Inc. have entered into an agreement for the purchase and resale of Cisco Products and/or Services (the "**Agreement**").

This means that Pomeroy IT Solutions Sales Company, Inc. has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in USA as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. [This information is accurate as of the date appearing at the top of this certificate.][This information is accurate as of the date appearing at the top of this certificate and shall be valid for six (6) weeks from such date.]

If you need any additional information, please do not hesitate to contact Dan Burkholder at [dburkhol@cisco.com](mailto:dburkhol@cisco.com) .

A handwritten signature in black ink, appearing to read "Phil Lozano".

Phil Lozano, Director, Finance

**Cisco Systems, Inc.**

July 28, 2020

Commonwealth of Pennsylvania (COPA)  
Department of General Services  
Bureau of Procurement  
Attn: Ray Jaime  
Commodity Specialist ITIL® v3 Foundation  
555 Walnut St.  
6th Floor, Forum Place  
Harrisburg, PA 17101

Ref: POMEROY TECHNOLOGIES LLC Commonwealth of Pennsylvania Networking  
Equipment and Related Services, Contract # 4400020307

This letter confirms that as of the date written above, POMEROY TECHNOLOGIES LLC is a Dell Technologies authorized reseller participating in the Dell Technologies Partner Program. This relationship authorizes, POMEROY TECHNOLOGIES LLC to resell Dell EMC products and services<sup>1</sup> in accordance with the Dell Technologies Reseller Terms of Sale, or the EMC Channel Partner Reseller Agreement as applicable.

Note: "Dell Technologies" refers to the sales teams within the business units previously referred to as "Dell" and "Dell EMC", and excludes the sales teams within the Dell Boomi, Pivotal, RSA, SecureWorks, Virtustream, and VMware business units.

Please contact Frederick D. Rauch at (916) 512-9515 or via email at [frederick.rauch@dellteam.com](mailto:frederick.rauch@dellteam.com) for any additional information.

Regards.

Signature: *Kevin Bromley*

Email: [kevin\\_bromley@dell.com](mailto:kevin_bromley@dell.com)

Kevin Bromley  
Consultant, Commercial Contracts  
**Dell Technologies** | Channel Legal

<sup>1</sup> This letter is not an authorization to resell Dell EMC products to Commercial or Federal end-users or to end-users prohibited by the Dell Technologies Partner Program Agreement, the Dell Technologies Reseller Terms of Sale, Partner's existing EMC Channel Partner Reseller Agreement or any reseller terms applicable to products from a Dell Technologies Strategically Aligned Business. Federal End-User means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended (collectively, "Federal End-Users") or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business, as approved by Dell.









**FULLY EXECUTED**

Contract Number: 4400020307

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2021

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

**Purchasing Agent**

Name: Millovich Joseph

Phone: 717-214-3434

Fax: 717-783-6241

Your SAP Vendor Number with us: 169472

**Supplier Name/Address:**

POMEROY IT SOLUTIONS SALES  
COMPANY INC DBA GETRONICS  
ATTN GERALD RUTLEDGE  
5072 RITTER RD  
MECHANICSBURG PA 17055-4823 US

Supplier Phone Number: 717-303-1780

Supplier Fax Number: 717-303-1785

**Please Deliver To:**

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

**Contract Name:**

Networking Equip/Svcs - Pomeroy

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Networking Equipment (Cisco)	0.000		0.00	1	0.00
2	Maintenance/Extended Warranty (Cisco)	0.000		0.00	1	0.00
3	Training (Cisco)	0.000		0.00	1	0.00
4	Equipment Relocation (Cisco)	0.000		0.00	1	0.00
5	Installation (Cisco)	0.000		0.00	1	0.00
6	Networking Equipment (Dell)	0.000		0.00	1	0.00

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**FULLY EXECUTED**

Contract Number: 4400020307

Original Contract Effective Date: 12/21/2018

Valid From: 01/01/2019 To: 12/31/2021

**Supplier Name:**

POMEROY IT SOLUTIONS SALES

COMPANY INC DBA GETRONICS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Dell)	0.000		0.00	1	0.00
8	Training (Dell)	0.000		0.00	1	0.00
9	Equipment Relocation (Dell)	0.000		0.00	1	0.00
10	Installation (Dell)	0.000		0.00	1	0.00
11	Networking Equipment (Extreme)	0.000		0.00	1	0.00
12	Maintenance/Extended Warranty (Extreme)	0.000		0.00	1	0.00
13	Training (Extreme)	0.000		0.00	1	0.00
14	Equipment Relocation (Extreme)	0.000		0.00	1	0.00
15	Installation (Extreme)	0.000		0.00	1	0.00
16	Networking Equipment (HPE)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (HPE)	0.000		0.00	1	0.00
18	Training (HPE)	0.000		0.00	1	0.00
19	Equipment Relocation (HPE)	0.000		0.00	1	0.00
20	Installation (HPE)	0.000		0.00	1	0.00
21	Networking Equipment (Vmware)	0.000		0.00	1	0.00
22	Maintenance/Extended Warranty (Vmware)	0.000		0.00	1	0.00
23	Training (Vmware)	0.000		0.00	1	0.00

**Information:**





**FULLY EXECUTED**  
Contract Number: 4400020307  
Original Contract Effective Date: 12/21/2018  
Valid From: 01/01/2019 To: 12/31/2021

**Supplier Name:**  
POMEROY IT SOLUTIONS SALES  
COMPANY INC DBA GETRONICS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
24	Equipment Relocation (Vmware)	0.000		0.00	1	0.00
25	Installation (Vmware)	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract covers the needs of the Commonwealth to procure networking equipment and related services.

Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories.

Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

No further information for this Contract

**Information:**

**CONTRACT  
FOR  
COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES  
FOR NETWORKING EQUIPMENT AND RELATES SERVICES**

**THIS CONTRACT** for the provision of **Networking Equipment and Related Services** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **Pomeroy IT Solutions Sales Company, Inc.** ("Contractor").

**WHEREAS**, DGS issued a Request for Proposals for the provision of **Networking Equipment and Related Services** for Commonwealth executive agencies, RFP No. 6100045034 ("RFP"), consisting of **22 Original Equipment Manufacturers (OEM)** (**Aerohive, Alcatel Lucent, Allied Telesis, Arista Networks, Big Switch Networks, Brocade (Ruckus), Cisco, Cumulus Networks, Dell EMC, D-Link, Extreme Networks, Fortinet, HPE (Aruba), Huawei, Juniper Networks, Lenovo, Mist Systems, Mojo Networks, NEC, New H3C Group, Riverbed (Xirrus), and VMware**); and,

**WHEREAS**, Contractor submitted a proposal in response to **Cisco, Dell-EMC, Extreme Networks, HPE-Aruba, and VMware**; and,

**WHEREAS**, DGS determined that it was in the best interest to award up to two (2) contracts for each OEM, and Contractor's proposal was deemed responsive and responsible after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

**WHEREAS**, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Networking Equipment and Related Services** to the Commonwealth.

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

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Networking Equipment and Related Services** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Networking Equipment and Related Services** in accordance with the terms and conditions of this Contract, which are attached hereto as **Exhibit A** and made a part hereof.
3. Contractor agrees to provide the **Networking Equipment and Related Services** listed in its BAFO Cost Submittal, which is attached hereto as a part of **Exhibit C**

and made a part hereof, at the discount percentage off list price for those items in **Exhibit C**.

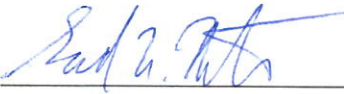
4. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its Small Diverse Business and Small Business Submittal, which is attached hereto as a part of **Exhibit C** and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.
5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - (a) The Contract document contained herein.
  - (b) The Contract Terms and Conditions contained in the RFP, which are attached hereto as **Exhibit A** and made part of this Contract.
  - (c) The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as **Exhibit B** and made a part hereof.
  - (d) The Offeror’s Proposal, including the Contractor’s Technical Submittal, BAFO Cost Submittal, and BAFO Small Diverse Business Submittal which are attached hereto as **Exhibit C** and made a part hereof.

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

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in Paragraph V.5 CONTRACT-003.1b of the Contract Terms and Conditions.

Witness:

CONTRACTOR:

By: 

By: John Blackburn; GR

GERARDO RUIZ 11/30/18  
Printed Name/Date

JOHN BLACKBURN 11/30/18  
Printed Name/Date

SAP Vendor Number 169472

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

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically  
Deputy Secretary for Procurement Date

**APPROVED:**

To be obtained electronically  
Treasury Department Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically  
Office of Chief Counsel Date

8-FA-19.1  
Office of General Counsel Date

8-FA 19.1  
Office of Attorney General Date

## 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-002.1d Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 03 year(s) and 00 month(s).

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

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

### **V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)**

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to the Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

### **V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

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

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

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

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.7 CONTRACT-005.1a Purchase Orders (July 2015)**

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

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the

electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

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.

#### **V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

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

#### **V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

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

#### **V.10 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.11 CONTRACT-008.1a Warranty (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

#### **V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

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

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

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

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

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

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

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

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

#### **V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)**

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

#### **V.14 CONTRACT-010.1a Acceptance (Oct 2006)**



No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **V.15 CONTRACT-010.2 Product Conformance (March 2012)**

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

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

#### **V.16 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.17 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.18 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.19 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.

#### **V.20 CONTRACT-015.1 Compensation (Oct 2006)**

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

#### **V.21 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.22 CONTRACT-016.1 Payment (Oct 2006)**

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

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

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

#### **V.23 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.24 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.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

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

#### **V.26 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.27 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.28 CONTRACT-021.1 Default (Oct 2013)**

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

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;

15) Breach of any provision of the Contract;

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

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

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

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

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

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

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

#### **V.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

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

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

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

### **V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)**

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

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

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

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

### **V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)**

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

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

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

### **V.32 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.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

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

### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017)**

The Contractor agrees:

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

3. 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.

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

5. 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.

6. 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.

7. 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.

8. 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.35 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.

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

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

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

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

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



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

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

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

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

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

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

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

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

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

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

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

### **V.36 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.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

**V.37 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.38 CONTRACT-031.1 Hazardous Substances (April 2017)**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous

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

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

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

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

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

- NFPA 704, Identification of the Fire Hazards of Materials.

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

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

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

#### **V.39 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.40 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.41 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 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.42 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

#### **V.43 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.44 CONTRACT-035.1a Changes (Oct 2006)**

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

#### **V.45 CONTRACT-037.1a Confidentiality (Oct 2013)**

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

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

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

disclosure; or

(5) required to be disclosed by law, regulation, court order, or other legal process.

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

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

(1) Prepare an un-redacted version of the appropriate document, and

(2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(3) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(4) Submit the two documents along with the signed written statement to the Commonwealth.

#### **V.46 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)**

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

#### **V.47 CONTRACT-042.1 Installment Purchase Additional Terms and Conditions (Oct 2013)**

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor ("Installment Purchase PO"). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called "Installment Items" in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

##### **A. Term of Installment Purchase**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)).

If the Contractor delivers the Contract items in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Purchaser will provide separate acceptance certificates for each delivery of

the items, and the Purchaser will make separate payments for the Contract items corresponding to the amount of Contract items delivered and accepted 30 days prior to the payment due date.

## **B. Payments**

1. Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:

a. The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);

b. The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

## **C. Title and Security Interest**

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

a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.

b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.

c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.

d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

## **D. Use and Location of , And Alteration to Installment Items**

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



Contractor/Initial Assignee.

#### **E. Assumption of Risks**

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

a. to replace the equipment either like equipment, or

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

2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Subsection G of this Section.

3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G of this Section.

#### **F. Warranties**

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

#### **G. Liability**

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. Assignment**

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.

2. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

4. After a Purchaser executes and the Initial Assignee receives an acceptance certificate:

a. The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

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

#### 5. Warranty Disclaimer

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

#### I. Financing and Prepayment

1. If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.

2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.

3. If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection B of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

#### **J. Remedies for Default**

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the applicable Installment Purchase.

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

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

2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:

a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

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

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

#### **K. Compliance with Internal Revenue Code**

1. Tax Exempt Financing If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items

to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. **Governmental Status** Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **L. Governing Law**

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

#### **M. Notices**

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

Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage.

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

#### **V.48 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013)**

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

#### **A. Term of Lease**

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)).

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

#### **B. Payments**

1. **Full Term Intention.** The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:

- a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
- b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### **C. Title**

1. Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

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

### **D. Use And Location Of, and Alteration to Leased Property**

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

### **E. Risk of Loss**

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

the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

#### **F. Warranties**

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

#### **G. Liability**

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.

2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. Assignment**

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

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

4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:

a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason,

nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

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

#### 5. Warranty Disclaimer

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

### **I. Financing and Prepayment**

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.

2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.

3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection B of this Subsection, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

### **J. Remedies for Default**

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the applicable Lease.

b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the

Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

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

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

a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.

b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.

c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

#### **K. Purchase Option**

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

#### **L. Extension**

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

#### **M. Return of Leased Property**

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

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

2. Except in the event of a total loss of any or all Leased Property as described in Subsection E. of this Section, and



except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.

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

#### **N. Compliance with Internal Revenue Code**

1. Tax Exemption Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental Status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **O. Governing Law**

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

#### **P. Notices**

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

#### **V.49 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

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

#### **V.50 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.51 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

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

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

## Description

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

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

3. **Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for the purchase of networking equipment and related services from original equipment manufacturers (OEMs). Up to two (2) contracts will be awarded for each OEM.

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

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

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

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

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

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

10. **Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror’s proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror’s proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

11. **Proposal Format:** To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not

applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

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

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

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

**15. Proposal Contents.**

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

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

**C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**16. Best and Final Offers (BAFO).** The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any

combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

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

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

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

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

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

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

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

**21. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

**22. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date

of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

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

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

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

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

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

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

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

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

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

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

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

## **Stage Description**

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No description available.

## Network, Security, Equipment, and Services Technical Submittal

- I. Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for the purchase of networking equipment and related services from original equipment manufacturers (OEMs). Up to two (2) contracts will be awarded for each OEM.

Suppliers may only propose equipment for which they hold and maintain the designated certification for and for OEMs which appear in the following; Magic Quadrant for Data Center Networking, published by Gartner, Inc., July 3, 2017, Magic Quadrant for Wired Wireless LAN Access Infrastructure, published by Gartner, Inc., October 17, 2017. Offeror may submit discounts for multiple OEMs.

The eligible OEMs and certifications follow:

- Aerohive
- ALE
- Allied Telesis
- Arista Networks (Arista Elite Partner Certification)
- Big Switch Networks
- Brocade-Ruckus (Brocade Elite Partner Certification)
- Cisco (Cisco Gold Certification)
- Cumulus Networks
- Dell EMC (Dell Partner Direct Premier Certification)
- D-Link
- Extreme Networks (Extreme Networks ECSP Certification)
- Fortinet
- HPE-Aruba (HP Advanced Sales Certified – Enterprise Networking Certification)
- Huawei (Huawei Gold Partner Certification)
- Juniper Networks (JNSS Certification)
- Lenovo
- Mist Systems
- Mojo Networks
- NEC
- New H3C Group
- Riverbed-Xirrus
- VMware

The selected Offeror (“Contractor”) shall provide networking equipment and the related services to all executive agencies at locations across the Commonwealth. Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories. Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.



**II. Objectives.** The Commonwealth intends to award contracts to capable and responsive Offerors who will meet the current and changing technology needs of the Commonwealth and provide cost saving for the purchase of networking equipment and related services.

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

**Offeror Response**

**IV. Qualifications.**

**A. Company Overview.** Offeror shall provide an overview of its company and indicate which equipment it holds and maintains designated OEM certifications for.

**Offeror Response**

**B. Prior Experience.** Include experience in the supply of network equipment and services relevant to this RFP. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**Offeror Response**

**C. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the meeting the requirements identified in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

**Offeror Response**

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

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

8. resumes (if appropriate and available).

**Offeror Response**

V. **Financial Capability.** Offeror shall submit a manufacturer authorization letter which clearly state the Offeror is authorized to provide the OEM's networking equipment and other related services to the Commonwealth. This requirement is applicable to those Offeror's who are resellers.

**Offeror Response**

VI. **Requirements.**

A. **Manufacture Authorization Letter.** Offeror shall submit a manufacturer authorization letter which clearly state the Offeror is authorized to provide the OEM's networking equipment and other related services to the Commonwealth. This requirement is applicable to those Offeror's who are resellers.

**Offeror Response**

B. **Manufacturer Price List.** Offeror shall provide the OEM's current retail price list for each OEM that is included in the response. The OEM's current retail price list shall include all networking equipment and extended warranty services provided by the OEM and the date of the OEM's price list. Offeror shall be capable of providing all networking equipment provided by the OEM.

**Offeror Response**

C. **Contractor Cooperation:** The Contractor shall cooperate and work with Commonwealth staff and its contractors.

**Offeror Response**

D. **Account Management:** The Contractor shall provide a dedicated account manager who will be the main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any issues.

**Offeror Response**

E. **Price List Updates:** The Contractor shall provide the OEMs current price list to the Department of General Services, Bureau of Procurement twice per year between June 20 and June 30, and between December 21 and December 31. The Commonwealth may request the OEMs current price list at any time.

**Offeror Response**

F. **New Equipment:** The Contractor shall quote the newest networking equipment available for all requests, unless the Commonwealth specifically requests, in writing, alternate networking equipment.

**Offeror Response**

**G. Electrical Requirements:** All networking equipment being offered must be UL approved. Any special voltage needed beyond the standard 110v must be indicated. The Commonwealth will furnish suitable electrical current to operate the networking equipment.

**Offeror Response**

**H. Software:** The Contractor may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that it must enter into a software license agreement with the Commonwealth.

**Offeror Response**

**I. Pricing:**

1. **Additional Discounts:** Commonwealth agencies are required to obtain quotes from all Contractor, per desired OEM, on orders exceeding \$10,000, however agencies may request quotes for orders of all sizes. Contractors are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with high quantities. The Commonwealth may negotiate additional price concessions on all orders.

**Offeror Response**

2. **Trade-In:** The Contractor may allow the Commonwealth to trade-in existing networking equipment for credit toward a new order. A trade-in must be agreed to by the Commonwealth and the Contractor. The Contractor shall provide fair market value when accepting a trade-in.

**Offeror Response**

**J. Order Requirements:**

1. **Order Acceptance:** The Contractor shall be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type.

**Offeror Response**

2. **Order Shipment:**

a. All orders shall be F.O.B. Destination. All freight charges shall be paid by the Contractor.

b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.

- c. Partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the networking equipment.
- d. The Contractor shall ensure all incorrect shipments are corrected within ten (10) business days from the Commonwealth's report of a problem. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays.

**Offeror Response**

- 3. **Order Delivery:** All orders for off-the-shelf networking equipment must be delivered within ten (10) business days or on the date agreed upon by both the Commonwealth and the Contractor. All orders for custom configured networking equipment must be delivered within twenty (20) business days or on the date agreed upon by both the Commonwealth and the Contractor. Calculation of delivery time does not include the day that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon, delivery must occur on the requested date.

**Offeror Response**

- K. **Packaging:** The Contractor shall securely and properly package the networking equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.

**Offeror Response**

- L. **Literature:** Upon request, the Contractor shall furnish literature, in hardcopy and/or softcopy format, to the Commonwealth for the networking equipment being offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**Offeror Response**

- M. **Americans with Disabilities Act:** The Contractor shall be able to identify, if requested by the Commonwealth, any networking equipment being offered that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**Offeror Response**

- N. **Transportation and Delivery:** All quotes must include the charges for packing, handling, freight, distribution and inside delivery. The Contractor, within 24 hours after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract.

**Offeror Response**

- O. **Customer Satisfaction:** The Contractor shall initiate annual customer satisfaction surveys. The Commonwealth will determine the format and delivery mode of the survey.

**Offeror Response**

- P. **Warranty Service:**



Contractor shall pay the LDs by deducting the amount from invoices submitted under this Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

Office of Comptroller Operations  
 Revenue & Cash Management  
 555 Walnut St., 9th Floor  
 Harrisburg PA 17101-1925

The Contractor shall attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

<b>Requirement</b>	<b>Service Level Agreements</b>	<b>Liquidated Damages</b>
Delivery of off-the-shelf networking equipment.	Within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Delivery of custom configured networking equipment.	Within twenty (20) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Incorrect shipment to the Commonwealth.	Corrected within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Fix-time (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the networking equipment is returned to full and complete working order during the original warranty period).	Resolve at least 95% of the trouble tickets submitted by the Commonwealth, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted, or on a date and time agreed to by the Commonwealth.	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
The Contractor shall provide the Commonwealth with monthly reports detailing service level metrics, response/fix-time metrics, and the status of outstanding issues.	The reports shall be provided to the Commonwealth no later than ten (10) business days after the end of the month.	If the Contractor fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

Agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section R. If an agency chooses to procure options for maintenance and support outside of the SLAs and LDs mentioned above, it will be the agency's responsibly to document the agreed upon SLAs and LDs as part of an SOW or Quote that must be attached to the purchase order.

**S. Emergency Preparedness.**

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

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

**Offeror Response**

**VII. Reports and Project Control.**

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

**Offeror Response**

**B. Monthly Reports:** The Contractor shall provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Department of General

Services, Bureau of IT Procurement. The Contractor shall utilize **Appendix B – Monthly Report Template**. A monthly report shall consist of, and include at a minimum:

1. Ordering and delivery report of networking equipment purchases which includes, at a minimum: Agency Information, Networking Equipment Information, Order Information, Shipment and Delivery Information and Invoice Information.
2. Problem and response report which includes, at a minimum: Agency Information, Networking Equipment Information and Problem/Response Information.
3. Service level report which includes, at a minimum: Agency Information. Off-the-shelf SLA computation, Custom SLA computation, Incorrect Shipment Correction SLA computation and Fix-time SLA computation.
4. Outstanding issues report which includes, at a minimum: Requestor Information and Outstanding Issue Summary.

The monthly reports shall include all activity by the Commonwealth, as well as for any external procurement activity by other state entities.

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

**Offeror Response**

- C. **Additional Reports:** Additional reports may be added, or removed, by the Commonwealth at any time.

**Offeror Response**



## Q&A Board

<b>Subject = due date (Steven's Aviation)</b>		<b>Private Thread</b>
Q: I thought I had until 7/18/18 at noon. now that i am logged in it is due at 4pm tomorrow. this may be a problem as I am still working thru the systems red-tape... NO extensions??	Question added by: JEFF HANNIE	7/12/2018 11:29 AM EDT
No Answer		
<b>Subject = Extension Request (Verizon Network Integration Corporation)</b>		<b>Public Thread</b>
Q: Would the Commonwealth consider an extension to the week of July 16th?	Question added by: Tonya Fazio	7/11/2018 2:28 PM EDT
A: No.	Answered by: Joseph Millovich	7/11/2018 2:29 PM EDT
<b>Subject = OEM Price List (Verizon Network Integration Corporation)</b>		<b>Public Thread</b>
Q: The current Cisco Price list is 74M zipped. Will the upload to your site accomodate this? If not, is there somewhere we can post it on the Commonwealth's site?	Question added by: Tonya Fazio	7/11/2018 2:27 PM EDT
A: Offerors may provide a link to the OEMs price list.	Answered by: Joseph Millovich	7/11/2018 2:30 PM EDT
<b>Subject = Technical Submittal - OEM price list (EPLUS TECHNOLOGY INC)</b>		<b>Public Thread</b>
Q: Can a URL from the OEM be sufficient to providing a current price list?	Question added by: Carl Skiba	7/10/2018 11:45 AM EDT
A: Yes.	Answered by: Joseph Millovich	7/11/2018 10:05 AM EDT
<b>Subject = Upload of documents (EPLUS TECHNOLOGY INC)</b>		<b>Public Thread</b>
Q: Does the Commonwealth of PA expect the contractor to combine Multiple OEM responses to one document? It appears as though only one upload is allowed.	Question added by: Carl Skiba	7/9/2018 3:08 PM EDT
A: Yes. Offerors may only submit one response which must containing information for all of the OEMs which they are proposing.	Answered by: Joseph Millovich	7/11/2018 10:06 AM EDT
<b>Subject = Warranty Service (World Wide Technology, Inc.)</b>		<b>Public Thread</b>
Q: 1. The selected Offeror(s) shall provide a central point of contact to address warranty service issues. The Offeror shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Offeror is the OEM. Can you please provide the Commonwealth of Pennsylvania's support call volume on the most recent Networking Equipment and Related Services contract? If not, do you have an estimated call volume available?	Question added by: Carol Harting	7/6/2018 11:21 AM EDT
A: Call volumes are not available.	Answered by: Joseph Millovich	7/11/2018 10:06 AM EDT
<b>Subject = Q&amp;A responses (Verizon Network Integration Corporation)</b>		<b>Public Thread</b>
Q: In your response to the Q&A dated 7/2/18, the Commonwealth added a paragraph to Section R. stating the following: Agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section U. Please verify that "Section U" is really Section R. If not, please tell us where to find Section U.	Question added by: Tonya Fazio	7/3/2018 2:07 PM EDT
A: The statement within Section R has been updated to reference the correct section.	Answered by: Joseph Millovich	7/11/2018 10:07 AM EDT
<b>Subject = Section P. Warranty Service (Verizon Network Integration Corporation)</b>		<b>Public Thread</b>
Q: In Section P. Warranty Service, Item 4 refers to Section IV.S. We could not find any reference to this section in the RFP documents. Can you please tell us where to find this section?	Question added by: Tonya Fazio	7/3/2018 2:06 PM EDT

A: The statement within Section P, Item 4. has been updated to reference the correct section.

Answered by: Joseph Millovich

7/11/2018 10:07 AM EDT

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**Subject = Submittal process (Verizon Network Integration Corporation)**

**Public Thread**

Q: 2) Under Participating Entity form, there is also an upload button. However, this form does not need to be signed. Please clarify if anything needs to be uploaded. If so, what are we uploading?

Question added by: Tonya Fazio

7/3/2018 2:06 PM EDT

A: No file needs to be uploaded.

Answered by: Joseph Millovich

7/11/2018 10:07 AM EDT

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**Subject = Submittal process (Verizon Network Integration Corporation)**

**Public Thread**

Q: 1) Under Model SDB contract, there is an upload button. Please verify that the Commonwealth does not expect this to be uploaded until contract award.

Question added by: Tonya Fazio

7/3/2018 2:05 PM EDT

A: Selected offerors are required to submit a subcontract agreement to BDISBO within 30 days of the final execution date of the Commonwealth contract. Subcontract agreements are not required to be submitted along with proposals.

Answered by: Joseph Millovich

7/12/2018 1:50 PM EDT

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**Subject = World Wide Technology Questions (World Wide Technology, Inc.)**

**Public Thread**

Q: Please see attached WWT questions for the Networking Equipment and Related Services RFP.

Question added by: Carol Harting

6/22/2018 4:21 PM EDT

WWT Questions - COPA Network and Related Services RFP.xlsx - ../Attachments/QABoardAttachments/WWT Questions - COPA Network and Related Services RFP(8).xlsx

A: It shall be the agency's discretion as to which type of training required.

Answered by: Joseph Millovich

7/2/2018 10:42 AM EDT

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**Subject = Technical Submittal (EPLUS TECHNOLOGY INC)**

**Public Thread**

Q: Will a End User License Agreement be required to submit with a Bid? If so, will the Commonwealth post an agreement template?

Question added by: Carl Skiba

6/22/2018 4:15 PM EDT

A: An End User License Agreement is not required to submit with a Bid. Contractors may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. Go here (<https://www.cdwg.com/shop/custompages/default.aspx?CustomPageKey=53E8CB6DDB484E1E91319C74CC131CFA>) to view the list of available licensors.

Answered by: Joseph Millovich

7/2/2018 10:45 AM EDT

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**Subject = Q&A (EPLUS TECHNOLOGY INC)**

**Public Thread**

Q: Will the Commonwealth answer additional Q&A after the initial round of questions due 6/22/18?

Question added by: Carl Skiba

6/22/2018 4:12 PM EDT

A: The Commonwealth will answer additional question after 6/22/18. Additional questions should be submitted to the Issuing Officer (jmillovich@pa.gov). The Commonwealth will make an attempt to answer additional questions, but the Commonwealth cannot guarantee that all questions submitted after 6/22/18 will be answered before the due date of the RFP.

Answered by: Joseph Millovich

7/2/2018 10:45 AM EDT

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**Subject = Deadline for Bid Submittal (EPLUS TECHNOLOGY INC)**

**Public Thread**

Q: Will the Commonwealth of PA consider extending the deadline for bid Submittal till 7/13/18? OEMs have been slow to respond to requests.

Question added by: Carl Skiba

6/22/2018 4:11 PM EDT

A: The Commonwealth has extended the due date until 7/13/18 at 12:00PM.

Answered by: Joseph Millovich

7/2/2018 10:46 AM EDT

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**Subject = Technical Submittal (EPLUS TECHNOLOGY INC)**

**Public Thread**

Q: Can agencies wave SLAs concerning delivery and warranty when appropriate?

Question added by: Carl Skiba

6/22/2018 4:04 PM EDT

A: Yes, agencies are permitted to procure maintenance and support options outside the SLAs defined in this Section U. If an agency chooses to procure options for maintenance and support outside of the SLAs and LDs mentioned above, it will be the agency's responsibly to document the agreed upon SLAs and LDs as part of an SOW or Quote that must be attached to the purchase order. The Commonwealth has updated the RFP to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:46 AM EDT

Q: Please clarify that this "Section U" is really referring to Section R?

Question added by: Tonya Fazio

7/2/2018 5:45 PM EDT

A: The statement within Section R has been updated to reference the correct section.

Answered by: Joseph Millovich

7/11/2018 10:08 AM EDT

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### **Subject = Appendix C Cost Matrix (EPLUS TECHNOLOGY INC)**

### **Public Thread**

Q: Can an bidder submit a range of pricing for the items listed on the Rate Card Tab?

Question added by: Carl Skiba

6/22/2018 3:59 PM EDT

A: No. When a contractor receives a request to quote from an agency, the Contractor's quote may not exceed the prices on their Rate Card.

Answered by: Joseph Millovich

7/2/2018 10:47 AM EDT

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### **Subject = Appendix C Cost Sheet (EPLUS TECHNOLOGY INC)**

### **Public Thread**

Q: Services category on the cost sheet (Tab 1). Is this for OEM services?

Question added by: Carl Skiba

6/22/2018 3:51 PM EDT

A: Yes.

Answered by: Joseph Millovich

7/2/2018 10:47 AM EDT

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### **Subject = Appendix C Cost Matrix (EPLUS TECHNOLOGY INC)**

### **Public Thread**

Q: Does the costing on Tab 2 (Rate Card" factor into the overall score?

Question added by: Carl Skiba

6/22/2018 3:50 PM EDT

A: No.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

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### **Subject = V.15 CONTRACT-010.2 Product Conformance (Verizon Network Integration Corporation)**

### **Public Thread**

Q: The terms and conditions state The Commonwealth reserves the right to require any and all Contractors to:  
1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth Please clarify that you are asking for laboratory testing information specific to equipment that the Commonwealth would be procuring. We would not be able to share testing information that was done for other customers.

Question added by: Tonya Fazio

6/22/2018 3:48 PM EDT

A: Any laboratory testing information requested pursuant to this section would only be for the specific equipment that the Commonwealth is purchasing.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

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### **Subject = V.16 CONTRACT-010.3 Rejected Material Not Consider (Verizon Network Integration Corporation)**

### **Public Thread**

Q: The Terms and Condition States: The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth. This does not appear to be applicable to the drop ship and installation of hardware identified in this RFP. Can the Commonwealth please provide an example of where this would apply to this RFP?

Question added by: Tonya Fazio

6/22/2018 2:39 PM EDT

A: Section V.16 has been removed from the Terms and Conditions.

Answered by: Joseph Millovich

7/11/2018 10:08 AM EDT

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**Subject = V.29 CONTRACT-021.1 Default (Verizon Network Integration Corporation)**

**Public Thread**

Q: Would the Commonwealth consider adding a cure period for a. 2, 3, 5, and 14? There does not appear to be any other terms providing a period for remedying these situations.

Question added by: Tonya Fazio

6/22/2018 2:35 PM EDT

A: No.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

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**Subject = Consumption Based Pricing Model (Verizon Network Integration Corporation)**

**Public Thread**

Q: RFP States: As an alternative, Offerors shall provide a consumption based pricing model for the equipment. Please describe your ability to accommodate this model. Please specify what the Commonwealth classifies as a consumption based pricing model? Is this referring to procuring hardware as a monthly recurring charge (opex) vs. a direct purchase (capex)? Does this include leasing?

Question added by: Tonya Fazio

6/22/2018 2:30 PM EDT

A: This request has been removed. The Commonwealth has updated the RFP to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:49 AM EDT

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**Subject = Customer Satisfaction (Verizon Network Integration Corporation)**

**Public Thread**

Q: In order to scope this requirement appropriately, we will need more specific requirements. Is the expectation that these customer surveys would be done after each order is completed or on a sampling basis?

Question added by: Tonya Fazio

6/22/2018 12:20 PM EDT

A: The Contractor shall initiate annual customer satisfaction surveys. The Commonwealth has updated the RFP to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

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**Subject = 5. Appendix A – State of Manufacture (Verizon Network Integration Corporation)**

**Public Thread**

Q: With respect to the requirement for declaration of state of manufacture for each product, global manufacturing operations do not reasonably permit us to canvas and provide the information requested at a line item level for the hundreds of thousands of products in a manufacturer's portfolio. The information requested can be assessed on a per order basis, by product SKU at the time of order to ensure accuracy based on ongoing changes in manufacturer sourcing. Please advise if this level of detail would be sufficient.

Question added by: Tonya Fazio

6/21/2018 9:31 AM EDT

A: Offeror's may group products together into categories when completing the State of Manufacture form when responding to Question 2.1.2.

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

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**Subject = CONTRACT – PAYMENT (Verizon Network Integration Corporation)**

**Public Thread**

Q: 4. Under CONTRACT – PAYMENT - it is stated that the Commonwealth of PA can use a credit card for any transaction under \$10,000. Approximately what percentage of transactions are done using a credit card for payment?

Question added by: Tonya Fazio

6/21/2018 9:30 AM EDT

A: Less than 25% of transactions are done using a credit card for payment.

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

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**Subject = 3. Small Diverse Business Requirement (Verizon Network Integration Corporation)**

**Public Thread**

Q: As this is a right to sell contract with no defined or budgetary guaranteed quantities, how is the SDB percentage to be calculated? Is there a method to provide an annual total dollar amount vs. a % of contract cost?

Question added by: Tonya Fazio

6/21/2018 9:29 AM EDT

A: Per the RFP as found in the Small Diverse Business and Small Business Participation Submittal under the "LOI" template a fixed percentage of the total contract cost is required for the small and small diverse submittal. See LOI language below. "These services represent \_\_\_\_\_% of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated \$ \_\_\_\_\_ during the initial contract term."

Answered by: Joseph Millovich

7/3/2018 1:44 PM EDT

Q: What constitutes "total contract value" for this RFP? There is not stated contract value in the bid information. If the vendors are to arbitrarily estimate a contract value, how is the SDB scoring fair across all vendors?

Question added by: Tonya Fazio

7/3/2018 2:03 PM EDT

A: BDISBO's scoring methodology requires offerors to make firm percentage commitments to SDB and SB utilization. BDISBO will monitor contracts to ensure that selected offerors meet the percentage commitments (both overall commitments and commitments to individual SDB or SB subcontractors) made in their proposals by comparing the actual dollars the Commonwealth pays to the selected offerors to the dollars paid to the SDB or SB subcontractors. Offerors are required to identify the estimated dollar values to SDB or SB contractors.

Answered by: Joseph Millovich

7/12/2018 1:51 PM EDT

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**Subject = Related Services (Verizon Network Integration Corporation)**

**Public Thread**

Q: We are aware that managed services have been procured via this contract in the past. a. Will vendors be permitted to provide managed services under this contract? b. If so, how should pricing be provided?

Question added by: Tonya Fazio

6/21/2018 9:29 AM EDT

A: The following services may be procured through the contract: 1. Maintenance/Extended Warranty, 2. Training, 3. Relocation of Networking Equipment, and 4. Design, Configuration, and Installation.

Answered by: Joseph Millovich

7/2/2018 10:51 AM EDT

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**Subject = A. Software: (Verizon Network Integration Corporation)**

**Public Thread**

Q: The RFP states: A. Software: The selected Offeror(s) may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The selected Offeror(s) must inform any such software licensor that it must enter into a software license agreement with the Commonwealth. Question: The majority of network hardware is moving to a software license driven model for use. For example, Cisco offers various hardware that requires Cisco software license subscriptions for the hardware to operate. All of which is commercially available. Please provide an example of what the Commonwealth would classify as unacceptable for this bid requirement.

Question added by: Tonya Fazio

6/21/2018 9:28 AM EDT

A: An example would be a networking device which requires software which for which the Commonwealth does not currently have an agreement.

Answered by: Joseph Millovich

7/2/2018 10:51 AM EDT

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**Subject = OEMs (EPLUS TECHNOLOGY INC)**

**Public Thread**

Q: Will the Commonwealth please clarify that the OEM Riverbend is the manufacturer you are looking to get pricing from?

Question added by: Carl Skiba

6/18/2018 10:26 AM EDT

A: The OEM's name was misspelled. The correct OEM is Riverbed. The Commonwealth has updated the RFP and the cost matrix to reflect this change.

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

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**Subject = Request for extension (Verizon Network Integration Corporation)**

**Public Thread**

Q: Although we appreciate the extension until Monday, July 9th, many of our executives that need to approve this submission are out of the office the entire week of July 4th. Would the Commonwealth consider extending the due date to Friday , July 13th?

Question added by: Tonya Fazio

6/15/2018 10:03 AM EDT

A: The Commonwealth has extended the due date until 7/13/18 at 12:00PM.

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

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**Subject = RFP Due Date (EPLUS TECHNOLOGY INC)**

**Public Thread**

Q: Will the Commonwealth consider extending the RFP due date to 6/20/2018 due to it currently being scheduled for submission during a holiday week?

Question added by: Carl Skiba

6/13/2018 1:48 PM EDT

A: The due date of the RFP has been extended to July 9, 2018.

Answered by: Joseph Millovich

6/14/2018 8:41 AM EDT

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**Subject = Questions (POMEROY IT SOLUTIONS SALES COMPANY)**

**Public Thread**

Q: What is the deadline to submit questions?

Question added by: Gerald Rutledge

6/12/2018 9:47 AM EDT

A: The deadline to submit questions is June 22, 2018.

Answered by: Joseph Millovich

6/14/2018 8:09 AM EDT

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**Subject = Network Inventory (LaSalle Business Solutions LLC)**

**Public Thread**

Q: I cannot find any attachment with the network inventory for the Commonwealth that will require technical support. Please confirm this RFP does not require a technical support renewal quote.

Question added by: David Molinaro

6/11/2018 4:26 PM EDT

A: The following services may be procured through the contract: 1. Maintenance/Extended Warranty, 2. Training, 3. Relocation of Networking Equipment, and 4. Design, Configuration, and Installation.

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

## **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-002.1d Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 03 year(s) and 00 month(s).

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

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

### **V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)**

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to the Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

### **V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

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

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

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

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.7 CONTRACT-005.1a Purchase Orders (July 2015)**

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

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the



electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

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.

#### **V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

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

#### **V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

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

#### **V.10 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.11 CONTRACT-008.1a Warranty (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

#### **V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

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

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

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

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

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

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

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

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

#### **V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)**

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

#### **V.14 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **V.15 CONTRACT-010.2 Product Conformance (March 2012)**

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

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

#### **V.16 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.17 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.18 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.19 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.

#### **V.20 CONTRACT-015.1 Compensation (Oct 2006)**

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

#### **V.21 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.22 CONTRACT-016.1 Payment (Oct 2006)**

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

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

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

#### **V.23 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.24 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.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

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

#### **V.26 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.27 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.28 CONTRACT-021.1 Default (Oct 2013)**

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

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;

15) Breach of any provision of the Contract;

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

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

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

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

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

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

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

#### **V.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

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

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

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

### **V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)**

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

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

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

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

### **V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)**

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

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

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



### **V.32 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.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

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

### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017)**

The Contractor agrees:

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

3. 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.

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

5. 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.

6. 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.

7. 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.

8. 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.35 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.

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

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

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

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

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

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

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

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

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

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

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

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

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

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

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

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

### **V.36 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.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

**V.37 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.38 CONTRACT-031.1 Hazardous Substances (April 2017)**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous

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

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

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

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

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

- NFPA 704, Identification of the Fire Hazards of Materials.

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

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

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

#### **V.39 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.40 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.41 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 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.42 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

#### **V.43 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.44 CONTRACT-035.1a Changes (Oct 2006)**

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

#### **V.45 CONTRACT-037.1a Confidentiality (Oct 2013)**

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

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

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



disclosure; or

(5) required to be disclosed by law, regulation, court order, or other legal process.

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

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

(1) Prepare an un-redacted version of the appropriate document, and

(2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(3) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(4) Submit the two documents along with the signed written statement to the Commonwealth.

**V.46 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)**

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

**V.47 CONTRACT-042.1 Installment Purchase Additional Terms and Conditions (Oct 2013)**

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor ("Installment Purchase PO"). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called "Installment Items" in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

**A. Term of Installment Purchase**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)).

If the Contractor delivers the Contract items in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Purchaser will provide separate acceptance certificates for each delivery of

the items, and the Purchaser will make separate payments for the Contract items corresponding to the amount of Contract items delivered and accepted 30 days prior to the payment due date.

## **B. Payments**

1. Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:

a. The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);

b. The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

## **C. Title and Security Interest**

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

a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.

b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.

c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.

d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

## **D. Use and Location of , And Alteration to Installment Items**

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

Contractor/Initial Assignee.

#### **E. Assumption of Risks**

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

a. to replace the equipment either like equipment, or

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

2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Subsection G of this Section.

3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G of this Section.

#### **F. Warranties**

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

#### **G. Liability**

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. Assignment**

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.

2. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

4. After a Purchaser executes and the Initial Assignee receives an acceptance certificate:

a. The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

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

#### 5. Warranty Disclaimer

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

#### I. Financing and Prepayment

1. If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.

2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.

3. If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection B of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

#### **J. Remedies for Default**

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the applicable Installment Purchase.

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

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

2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:

a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

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

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

#### **K. Compliance with Internal Revenue Code**

1. Tax Exempt Financing If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items

to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. **Governmental Status** Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **L. Governing Law**

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

#### **M. Notices**

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

Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage.

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

#### **V.48 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013)**

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

#### **A. Term of Lease**

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)).

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

#### **B. Payments**

1. **Full Term Intention.** The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:

- a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
- b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### **C. Title**

1. Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

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

### **D. Use And Location Of, and Alteration to Leased Property**

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

### **E. Risk of Loss**

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

the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

#### **F. Warranties**

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

#### **G. Liability**

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.

2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. Assignment**

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

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

4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:

a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason,



nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

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

## 5. Warranty Disclaimer

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

## I. Financing and Prepayment

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.

2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.

3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection B of this Subsection, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

## J. Remedies for Default

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the applicable Lease.

b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the

Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

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

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

a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.

b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.

c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

#### **K. Purchase Option**

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

#### **L. Extension**

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

#### **M. Return of Leased Property**

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

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

2. Except in the event of a total loss of any or all Leased Property as described in Subsection E. of this Section, and

except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.

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

#### **N. Compliance with Internal Revenue Code**

1. Tax Exemption Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental Status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **O. Governing Law**

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

#### **P. Notices**

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

#### **V.49 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

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

#### **V.50 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.51 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

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

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

# Statement of Work

or

Commonwealth of Pennsylvania Agency

Project Number

EN  
ENRESS

PNE  
F  
EM

□□ Introduction

□□ This Statement of Work (SOW) is made effective [state] and between the Commonwealth of PA and [agency] with its principal office located at [address] hereinafter referred to as Customer and Supplier [inc] a corporation organized under the laws of the Provider's State with its principal place of business at [insert address] hereinafter referred to as [insert company name] Supplier name and Customer may also be referred individually as Party or collectively as Parties

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

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

Any terms and conditions not set forth in this SOW are governed by the terms and conditions of the Pennsylvania [insert contract # and contract name]

□□ Project Overview and Tasks

Supplier name will perform the following tasks for the Project:

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation

Any requirements for the agency must be inserted here

□□ Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

Below are examples only ensure dates are provided:

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

□□ Project Cost

Project cost is:

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

Ensure an exact costing breakdown is provided.



AGENCY INFORMATION					NETWORKING EQUIPMENT INFORMATION				ORDER INFORMATION					SHIPMENT & DELIVERY INFORMATION						INVOICE INFORMATION		SLA PERFORMANCE							
Agency	Street Address	City	State	Zip Code	Original Equipment Manufacturer	Description	Part Number	SKU Number	Order Number	SRM/Part Order	Order Type (Off-the-Shelf/Custom)	Purchase Order Issue Date (mm/dd/yyyy)	Order Quantity	Order Value (\$,000)	Requested Delivery Date (mm/dd/yyyy)	Order Shipment Date (mm/dd/yyyy)	Shipment Type (Partial/Full)	Order Delivery Date (mm/dd/yyyy)	Order Shipped Correctly (Yes/No)	Problem Report Date (mm/dd/yyyy)	Correction Date (mm/dd/yyyy)	Dead on Arrival (Yes/No)	Invoice Number	Invoice Date (mm/dd/yyyy)	Delivery Time	Custom SLA met	Off-the-Shelf SLA met	Correction Time	Correction SLA met





AGENCY INFORMATION					Outstanding Issue Summary
Agency	Location (Street Address)	City	State	Zip Code	

Agency	Total # off-the-shelf shipments	Total not yet delivered	Total # delivered in 10 days or less	Off-the-shelf delivery achieved Service Level	Off-the-shelf delivery SLA	Total # custom orders	Total not yet delivered	Total # delivered in 20 days or less	Custom delivery achieved Service Level	Custom delivery SLA	Total # incorrect shipments	Total not yet corrected	Total # corrected in less than 10 days	Corrected shipment achieved Service Level	Corrected shipment SLA	Total # trouble tickets	Total not yet closed	Total # corrected in less than 12 business hours	Fix-time achieved Service Level	Fix-time SLA
	0	0	0		100%	0	0	0		100%	0	0	0		100%	0	0	0		95%

**Appendix C - Cost Matrix**  
**RFP #6100045034 - Networking Equipment & Related Services**

OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	SAP VENDOR NUMBER (IF AVAILABLE)

**Instructions:** Offeror must complete all yellow cells and provide a minimum discount % off the OEM's current retail price list for Equipment. Offeror may submit a proposal that

Original Equipment Manufacturer	Discount Percentage Off List			Total for Evaluation Purposes
	Equipment	Maintenance/Extended Warranty Services	Services	
Aerohive				
ALE				
Allied Telesis				
Arista Networks				
Big Switch Networks				
Brocade (Ruckus)				
Cisco				
Cumulus Networks				
Dell EMC				
D-Link				
Extreme Networks				
Fortinet				
HPE (Aruba)				
Huawei				
Juniper Networks				
Lenovo				
Mist Systems				
Mojo Networks				
NEC				
New H3C Group				
Riverbed (Xirrus)				
VMware				

**Estimated List Price:** For evaluation purpose, the total below is estimated at 60% Equipment & 30% Maintenance & 10% Services

# Rate Card

**Instructions:** An Offeror must provide an hourly cost to perform the related services listed below.

Related Services	Hourly Cost
Training	\$ -
Relocation of Equipment (Within the same building)	\$ -
Installation	\$ -

RFP Questions

Group 1.1: Technical Questions

1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.  
File Upload

nw+Networking+Equipment++Related+Services+Technical+Submittal+29June+v3.docx -  
./SupplierAttachments/QuestionAttachments/nw+Networking+Equipment++Related+Services+Technical  
+Submittal+29June+v3.docx

1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.  
File Upload

Pomeroy Support files nw Network Equip 29.June.zip -  
./SupplierAttachments/QuestionAttachments/Pomeroy Support files nw Network Equip 29.June.zip

1.1.3 I have read and fully understand the attached Performance Standards.  
Yes/No

Yes

1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that  
Text (Multi-Line)

Pomeroy read and understands the information above. We accept the ITPs.

Group 1.2: Small Diverse Business and Small Business Participation

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

Diversity Submittal Pomeroy.pdf - ./SupplierAttachments/QuestionAttachments/Diversity Submittal Pomeroy.pdf

SDBSB Participation Submittal - ../Attachments/QuestionAttachments/SDBSB Participation Submittal\_JAGGAER 012218.xlsx

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

Signed Model Form POMEROY.pdf - ./SupplierAttachments/QuestionAttachments/Signed Model Form POMEROY.pdf

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

1.2.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in  
Yes/No

Yes

Group 1.3: Cost

1.3.1 Please download, complete, and attach the cost template, found in the Buyer Attachments section, to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected.  
File Upload

nw+Appendix+C++Cost+Matrix+Pomeroy.xlsx -  
./SupplierAttachments/QuestionAttachments/nw+Appendix+C++Cost+Matrix+Pomeroy.xlsx

## Additional Required Documentation

### Group 2.1: Standard Forms

- 2.1.1** Please download, sign and attach the Domestic Workforce Utilization Certification Form.  
File Upload  
Domestic Workforce Utilization Certification Form.pdf -  
./SupplierAttachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.pdf  
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.2** Please download and complete the attached Reciprocal Limitations Act form.  
File Upload  
NW Reciprocal\_Limitations\_Act\_Requirements.doc - ./SupplierAttachments/QuestionAttachments/NW Reciprocal\_Limitations\_Act\_Requirements.doc  
Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89
- 2.1.3** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form.  
File Upload  
Iran Free Procurement Certification Form signed.pdf - ./SupplierAttachments/QuestionAttachments/Iran Free Procurement Certification Form signed.pdf  
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.4** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice.  
File Upload  
TradeSecret\_ConfidentialPropertyInfoNotice signed.pdf -  
./SupplierAttachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice signed.pdf  
Trade Secret/Confidential Proprietary Information Notice -  
../Attachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.5** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload  
TradeSecret\_ConfidentialPropertyInfoNotice+signed.pdf -  
./SupplierAttachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice+signed.pdf
- 2.1.6** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more).  
File Upload  
lobbying certification form.pdf - ./SupplierAttachments/QuestionAttachments/lobbying certification form.pdf  
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc
- 2.1.7** Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.  
  
Yes/No  
Yes  
COSTARS Participation Clause - ../Attachments/QuestionAttachments/COSTARS Program Clause for Statewide Contract.doc
- 2.1.8** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.  
File Upload

VMware Authorization Letter Pomeroy.pdf - ../SupplierAttachments/QuestionAttachments/VMware Authorization Letter Pomeroy.pdf

External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx

**Group 2.2: Terms and Conditions**

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments.

Yes/No

Yes

**Group 2.3: Offeror's Representation**

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations.

Yes/No

Yes

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

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to

Yes/No

Yes



Network, Security, Equipment, and Services Technical Submittal  
Contents

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## I. Project Description.

The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, multiple contracts for the purchase of networking equipment and related services from original equipment manufacturers (OEMs). Up to two (2) contracts will be awarded for each OEM.

Suppliers may only propose equipment for which they hold and maintain the designated certification for and for OEMs which appear in the following; Magic Quadrant for Data Center Networking, published by Gartner, Inc., July 3, 2017, Magic Quadrant for Wired Wireless LAN Access Infrastructure, published by Gartner, Inc., October 17, 2017. Offeror may submit discounts for multiple OEMs.

The eligible OEMs and certifications follow:

- Aerohive
- ALE
- Allied Telesis
- Arista Networks (Arista Elite Partner Certification)
- Big Switch Networks
- Brocade (Brocade Elite Partner Certification)
- Cisco (Cisco Gold Certification)
- Cumulus Networks
- Dell EMC (Dell Partner Direct Premier Certification)
- D-Link
- Extreme Networks (Extreme Networks ECSP Certification)
- Fortinet
- HPE (HP Advanced Sales Certified – Enterprise Networking Certification)
- Huawei (Huawei Gold Partner Certification)
- Juniper Networks (JNSS Certification)
- Lenovo
- Mist Systems
- Mojo Networks
- NEC
- New H3C Group
- Riverbend
- VMware

The selected Offeror shall provide networking equipment and the related services to all executive agencies at locations across the Commonwealth. Networking equipment includes but is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories. Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

## II. Objectives.

The Commonwealth intends to award contracts to capable and responsive Offerors who will meet the current and changing technology needs of the Commonwealth and provide cost saving for the purchase of networking equipment and related services.

## III. Statement of the Project.

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

### Offeror Response

Pomeroy understands that the Commonwealth of Pennsylvania (COPA) is interested in procuring Networking products, maintenance and services from Gartner Magic Quadrant Original Equipment Manufacturers (OEMs) over the next 3 to 5 years.

In addition to simply buying or leasing equipment, COPA is looking for Networking as a Service solutions, in which Pomeroy is well established. An example is the recent order from The Commonwealth of Kentucky which replaces their entire Data Center including networking.

Governor Wolf has established three priorities to guide agencies in carrying out their responsibilities. They are:

- Schools that Teach
- Jobs that Pay
- Government that Works

IT-related initiatives primarily align under Government that Works:

- Data Analysis and Program Management
- Interactive Access
- Online Services
- Open Data
- Efficiency

The Four Goals with underlying strategies are:

- Optimize Services
- Transform Government
- Empower the Workforce
- Foster Collaboration, Communication and Governance

Elements of CIO MacMillan's plan align with priorities identified as part of the National Association of State Chief Information Officers (NASCIO) survey of 50 State CIOs:

- **Security and Risk Management:** governance, budget and resource needs
- **Cloud Services:** cloud strategy, proper selection of service and deployment models
- **Consolidation/Optimization:** centralizing, consolidating services, operations, resources

- **Business Intelligence and Data Analytics:** building expertise, delivering shared services
- **Legacy Modernization:** enhancing, replacing, legacy systems, business process improvement
- Enterprise Vision and Roadmap for IT: vision and roadmap for IT
- **Budget and Cost Control:** managing budget reduction, strategies for savings
- **Human Resources/Talent Management:** attracting, developing and retaining IT personnel
- **Agile and Incremental Software Delivery:** iterative design and incremental development
- **Disaster Recovery/Business Continuity:** improving disaster recovery, business continuity planning and readiness

The future state vision for IT services in the commonwealth is driven by customer interactions and available funding. Customers include businesses, citizens and commonwealth agencies. Customers have scalable access to services through a catalog that includes individual or bundled technology services. Those services are provided through a secure IT architecture comprised of applications and data. At its core, the future state is built upon a solid foundation of people, relationships and supporting agreements that enable the services and architecture to operate effectively.

In addition to route switch concerns Pomeroy is well experienced with consulting, sales, support and services in the areas of:

- VoIP and UC tools
- Video solutions
- IoT on highways for Smart Roads
- A myriad of Wireless technologies and solutions
- Network Aggregation
- Software Defined Networking

Pomeroy is responding with the following OEM's products, maintenance and services:

- Cisco,
- Dell EMC,
- VMware
- Extreme, and
- HPE/Aruba.

## IV. Qualifications.

### A. Company Overview.

Offeror shall provide an overview of its company and indicate which equipment it holds and maintains designated OEM certifications for.

### Offeror Response

#### Overview:

Pomeroy is headquartered in Hebron, KY (greater Cincinnati, OH). Founded in 1982, Pomeroy began as a retail store providing personal computers and software to customers from our original location in downtown Cincinnati, Ohio. Initially employing 20, the company has since expanded with our broadened focus: optimizing the IT infrastructure.

In April 1992, Pomeroy completed an Initial Public Offering and in the years following, acquired over 20 different companies, expanding our portfolio of services. In a public-to-private transaction that closed in November 2009, Pomeroy became part of the Platinum Equity portfolio of companies. In a private to private transaction that closed in November 2015, Platinum Equity sold Pomeroy to Clearlake Capital Group, L.P. and in July 2016, merged Tolt into Pomeroy IT Solutions Sales Company, Inc. The firm operates as 'Pomeroy'.

Today, Pomeroy employs over 4,200 in the United States, Canada, and Western Europe. Pomeroy's three-building, 20-acre campus is home to all corporate operations including sales, service operations and delivery, human resources, and financial functions. Three hundred ITIL and HDI-certified analysts within Pomeroy's 24,000 sq. ft. Global Service Center are available to service desk clients and their end-user customers 24/7/365.

Pomeroy's 170,000 square foot logistics center is ISO 9001:2008 certified. We provide high quality IT infrastructure services from its locations throughout the North America, Latin America and Europe. Pomeroy's portfolio of infrastructure managed services includes: End User Services, Network Services, Data Center Services and Cloud Services. Pomeroy also provides staffing services and the full range of procurement & logistics services. Consistently recognized as one of the Top 50 Solution Providers in North America, Pomeroy employs its Optimized Infrastructure Framework(SM), a process-centric approach to working with clients (either remotely or on premise), to assess, plan, design, build, test, implement, manage and ultimately optimize each client's IT infrastructure, leading to the creation of tangible business value and return on their IT investments.

**History with CVG** (Cincinnati N. KY. International Airport) Infrastructure Refresh Pomeroy has been a Hebron neighbor to CVG for the last 36 years, and we have a long history of working together. Pomeroy has successfully partnered with CVG in the past to furnish client and data center equipment, provide asset disposal, and in 2011 we were awarded the CVG enterprise LAN contract. Pomeroy holds OEM certifications for and is responding with the following OEM's products, maintenance and services:

- Cisco
- Dell EMC
- VMware
- Extreme
- HPE/Aruba

Pomeroy at a glance:

## Infrastructure Optimized For The Digital Workplace 2

Partnering with our customers to help innovate and optimize their constantly evolving infrastructures – workplace, data center, network and cloud – with an emphasis on the **digital workplace**

Industry expertise including Retail, Healthcare, Financial, Manufacturing and Public Sector

\$817M Revenue

4,200 employees, 80% in technical roles

70% of clients with > 10 years tenure

Global reach; Europe, Latin America and 50,000 locations across North America



Recognized in *Gartner* January, 2018 Magic Quadrant for Managed Workplace Services

VMware 2017 Digital Workplace Partner of the Year for the Americas




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infrastructure. optimized.™

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## Pomeroy Support – By the Numbers 3

**1,586,451**




end users

**50,000**




North America locations

**762,400**




point of sale devices

**20,000**




broadband circuits

**1.4 million**




desktops/laptops

**430,577**




network devices

**3.2 million**



incidents per year

**414,565**



smart phones & tablets

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**Premier Systems Response** (Pomeroy Diversity Partner)

Premier Systems Ltd. is an information technology solutions provider that has been providing IT products and services since 1992. Founded by Eileen Zaro, Premier is a Woman-Owned Small Business/Woman Business Enterprise (WOSB/WBE) and an HPE Elite Enterprise Partner. Our certified technicians and consultants have many areas of expertise including: computer systems planning and implementation, performance analysis and tuning, IT Service Automation and Management, DNS Security, Enterprise Resource Planning (ERP) consulting, HP-UX, Windows, Linux, HPE Networking, Cisco Networks and OVMS Operating environments, consolidation and secure virtualization of servers, storage, and desktops. Our primary offerings are listed below with additional information following:

<b>Mission Critical Computing-Hybrid IT</b> <i>(HP Itanium Servers, Blades, Workstations)</i>	<b>Networking &amp; Flex Fabric</b>
<b>Consolidation &amp; Secure Virtualization</b> <i>(VMware, Hyper-V, Server, Desktop, Storage)</i>	<b>HPE Software/Micro Focus</b>
<b>Data Storage Solutions-Flash Memory</b> <i>(3PAR, XP, EVA, Store Virtual/Left Hand MSA/P2000, Nimble Flash Storage, SimpliVity Storage)</i>	<b>DNS Cyber Security</b> <i>(Secure64)</i>
<b>CISCO Network Solutions</b>	<b>Print Management Solutions</b> <i>(Pharos, Nuance, Paper Cut)</i>
<b>SOLARWINDS Networking</b>	<b>CLOUD Solutions</b>

**Premier Systems Certifications**

- HPE Servers, Storage, Networking
- CISCO NETWORKS
- ISO9001/2015
- DCAA Compliant Financial Systems
- PA SDB Certified
- WBENC Certified
- SBA Certified

**Premier Systems Contract Vehicles:**

Premier Systems holds the following 4 Federal Contract Vehicles. 2 Contracts are as Prime Suppliers and 2 as Joint Venture Partners. Premier Systems was recently awarded Prime Contract for Commonwealth of Pa contract for HPE Servers and Storage

- **GSA Prime Contractor:** Premier Systems Sales LTD GSA Schedule Number: GS-35F-0365U

Pomeroy Response  
Pennsylvania Networking Equipment & Related Services / RFP 6100045034  
June 29, 2018

- **NASA SEWPV Joint Venture Contractor:** SEWP SOLUTIONS LLC Schedule Number: NNG15SC19B
- **NIH CIO-CS Joint Venture Contractor:** Inforeliance Solutions LLC Schedule Number: HHSN316201500016W
- **NAVY SEAPORT-e Prime Contractor:** Premier Systems Contract Number: N00178-12-D-7010
- **Commonwealth of PA HPE Contract #:** 4400018035 Supplier #: 312788

See our web page [www.PremierSystemsLTD.com](http://www.PremierSystemsLTD.com) using Public Sector Tab for additional information on each contract vehicle

Premier Systems Sales Ltd  
P.O. Box 1730  
Blue Bell, PA 19422  
Web: <http://www.PremierSystemsLtd.com>

 | 

POC: Stephen Reese  
Email: [stephen.reese@pscltd.com](mailto:stephen.reese@pscltd.com)  
Phone: 610-306-3175  
Fax: 610-672-9890

  
BUREAU OF PROCUREMENT  
Contract Number: 4400018035  
Supplier Number: 312788



### **B. Prior Experience.**

Include experience in the supply of network equipment and services relevant to this RFP. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

### **Offeror Response**

Pomeroy has been reseller for Dell EMC, VMware, Extreme, HPE/Aruba, and CISCO for many years, providing numerous products and services to a myriad of public-sector and enterprise class customers, Pomeroy is proposing Dell EMC, VMware, Extreme, HPE/Aruba, and CISCO products and services herein, to complement COPA's requirements for networking equipment and related services. In addition to our extensive public-sector experience in the Commonwealth of Pennsylvania, Pomeroy has equally involved relationships with other states in the region.



**West Virginia Department of Education (WVDE):** Pomeroy is the exclusive contract holder of the "Tools For Schools" Contract and has been since 2011. Also, we have been doing business with the WVDE for over 20 years. This contract provides for all end user, networking, and data center products and services that the 675 schools spread across 55 counties in West Virginia may need. Service offerings include assessments, help desk, cabling and network design and installation, virtual desktop design and implementation, and data center design and support. Very similar to what Pomeroy is proposing to COPA, Pomeroy provides Tennessee with DELL EMC Server, Storage.

**Commonwealth of Kentucky:** Pomeroy holds Kentucky Educational Technology Systems (KETS) contracts with the Kentucky Department of Education as well as several IT contracts with the Kentucky State Government Office of Technology (COT), and has done business with the Commonwealth for over 20 years. These contracts allow Pomeroy to provide end user, networking, and data center products and services that the 1,233 schools spread across 175 school districts may need. In addition, Pomeroy provides these same products to all Kentucky State Government. Service offerings include assessments, help desk, maintenance, cabling and network design and installation, virtual desktop design and implementation, and data center design and support. Very similar to what Pomeroy is proposing to COPA, Pomeroy provides Tennessee with DELL EMC Server/Storage. In addition, Pomeroy has a significant IT staffing business with the Commonwealth as well.

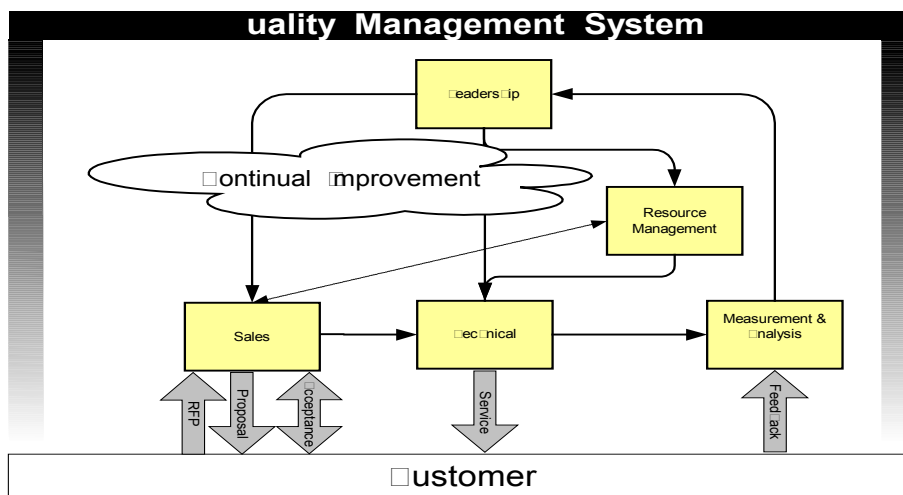
**State of Tennessee:** Pomeroy holds several NASPO contracts with the Tennessee State Government. Very similar to what Pomeroy is proposing to COPA, Pomeroy provides Tennessee with DELL EMC storage and peripheral equipment. Service offerings include assessments, help with network design and implementation.

#### **Premier Systems Response** (Pomeroy Diversity Partner)

It is assumed that Commonwealth of PA has Highly Available, Fault Resistant, Failover Capabilities for Disaster Recovery of the primary IT systems. Premier Systems Sales Ltd has the background to design, develop and deploy HA systems for the Commonwealth of PA and has completed HP Solutions for Tier 1 Commercial Accounts.

**Employee Training** – Premier Systems has a training director that maintains training certifications meeting the requirements of HP and HPE for the highest level of certifications for Servers, Storage and Networking. Certifications are maintained for both Sales and Technical Certifications. Certifications are maintained on the HP and HPE Websites and validated by HP and HPE. To date, Premier Systems has taken over 250 tests for certifications. Premier follows ISO9001/2015 from a training/planning perspective and follow a quality model for disaster recovery which is structured per key company processes.

The following figure illustrates the interaction of our key processes and their interface with the customer.



Premier Systems has a weekly customer review on the first working day of each week from 8:30 to 9:00 AM. Customer issues, training issues or action items are discussed. Additional training is presented by suppliers from 9-10AM as needed or scheduled by suppliers.

**C. Personnel.**

Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the meeting the requirements identified in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

**Offeror Response**

**Qualifications and Experience**

Pomeroy is uniquely positioned to implement this project. A majority of Pomeroy's proposed project team is already in place and has long-standing, consultative relationships with all 67 counties in PA. Pomeroy's project team based in Mechanicsburg, PA consists of highly skilled, experienced management, sales executives, cable and technical resources. Any additional staff that we need to add will have the training and experience to successfully implement this project.

Pomeroy has been providing products and has long standing partnerships with the Gartner recognized OEM DELL EMC, VMware, Cisco, Extreme and HPE/Aruba with this RFP.

Pomeroy offers full service and integrated support for your PA agencies:

- **Network Aggregation** – Pomeroy has over 250 ISP, broadband partner providers allowing for fiber up to 100 Gbps while mixing in other technologies for redundancies such as satellite and 4G/5G – LTE to keep counties up and running.

- **Network Operations Center (NOC)** – Pomeroy's 3 geographically dispersed NOC's proactively monitor and manage our clients' network and data center environments.
- **Security Operations Center (SOC)** – Pomeroy's integrated SOC is a trusted service providing safe and effective security operations to educational, governmental and commercial clients.
- **Service Desk** – Pomeroy's current PA Help Desk has traditionally provided warranty support and troubleshooting to PA agencies.
- **Onsite Support** – Pomeroy's PA based field technicians and system engineers service and support all 67 counties.

Pomeroy's Public-Sector Center of Excellence in Mechanicsburg, PA helps service our education and other public-sector clients in WV, KY, OH, IN, PA, MD and TN. We have marketed products, services, software, cabling, professional development and staffing to various state agencies successfully throughout the country. We have had several long-standing educational contracts with clients such as the Commonwealth of KY and the West Virginia Department of Education (WVDE), in which we have provided E-rate services to school districts since 1998.

Examples of Pomeroy's successful track record in the education sector include:

- Pomeroy has managed the WVDE contract since 1997.
- Pomeroy has held the KY Education contract since 1992 referred to as KERA/KETS – KY Education Reform Act. This project is of a similar size and scope to PADE in that it encompasses all 176 KY school districts.
- Pomeroy's State of Tennessee contract, in place since 1999, includes education, higher education and state government. This project is of a similar scope to past WVDE projects.
- Pomeroy has held the Commonwealth of Pennsylvania IT Hardware/Maintenance contract since 2004. Pomeroy provides service levels up to mission critical (two-hour on site-four hour guaranteed fix) support 24/7, with 99.9% SLA compliance for up to 70,000 devices in 67 counties.
- Pomeroy has delivered thousands of project-based solutions to schools, ranging from desktop implementation and support to server, network and infrastructure implementation.
- Pomeroy has been in business since 1982 opening up our Mechanicsburg Office in 2000. Pomeroy has approximately 420 employees living and working throughout PA.

Pomeroy has a local PA office located at:

5072 Ritter Rd.  
Suite 106  
Mechanicsburg, PA 17055

Contact Gerald Rutledge there: Office (717) 516-7101, Fax (717) 303-1785, E-mail [gerald.rutledge@pomeroy.com](mailto:gerald.rutledge@pomeroy.com)

Pomeroy's staff works to follow the best practices established by ITIL – the most widely adopted set of best practices in the industry. Pomeroy places a high importance on certifications and ensuring technicians, field service management, project management and all personnel are effectively trained and prepared to carry out best practices to work smarter and

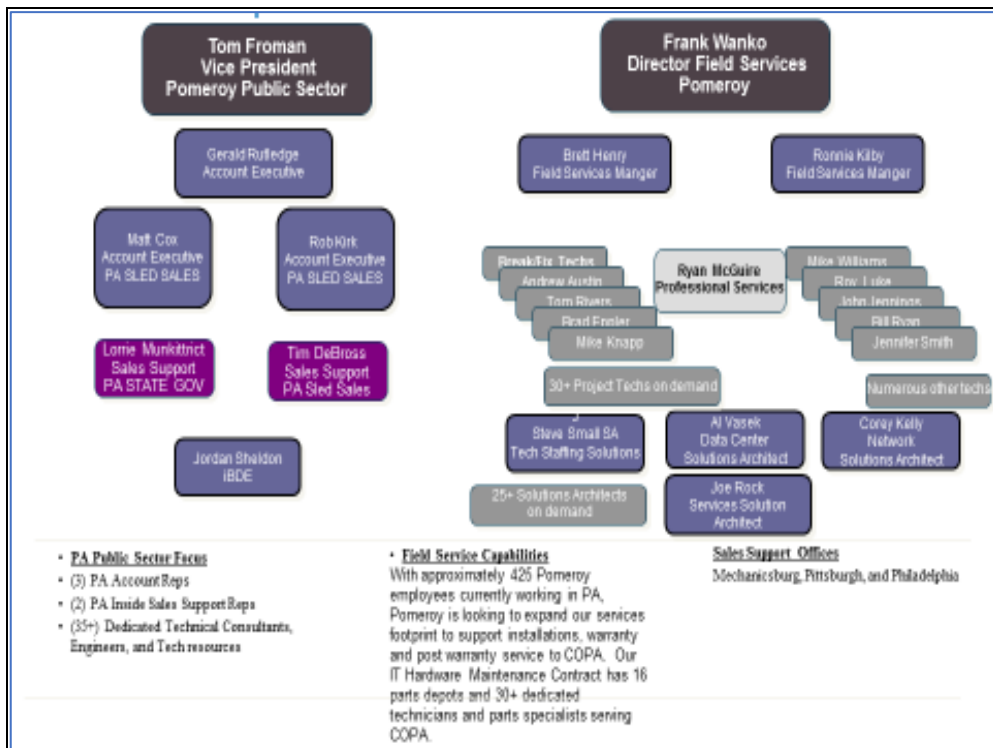
more efficiently. The drive is to provide consistent excellence throughout the Project Management Office and increase client satisfaction.

Within service management, we are invested heavily in our service infrastructure and IT professionals. Our resources hold certifications from ITIL, Six Sigma, HDI, Project Management Institute (PMI), and a plethora of OEMs especially Dell EMC, VMware, Extreme, HPE/Aruba, and CISCO.

Pomeroy values training at all levels of the organization. All data center and field support technicians and engineers receive training from the major manufacturers of products they are supporting. They are all A+ certified. Manufacturer certifications are renewed as often as stipulates, and additional certifications are obtained as new products are released.

Training for desktop and field support technicians is provided online, through classroom settings, and at manufacturer locations.

Pomeroy's Product Services operations (Procurement, Logistics, Integration/Configuration, Depot Repair and IT Asset Disposition) are ISO 9001:2008 certified. We have been certified to an ISO series Quality Management System (QMS) standard since 1997. Our current ISO 9001:2008 certification expires in December of 2018; however, we will be recertifying to ISO 9001:2015 prior to that date.



Pomeroy's current/proposed project team consists of:

**Tom Froman**, Vice President, State, Local and Education

**Gerald Rutledge Account Manager** (Single Point of Contact) 15+Years with Pomeroy.

- Mr. Rutledge is the account executive that led the proposal team that won and continues to manage this contract with COPA since July 1, 2004. This engagement requires Mr. Rutledge to work with the leadership as well as end users of COPA and within Pomeroy to deliver continued COPA satisfaction. His responsibilities include customer satisfaction, cost containment and project management.
- Ten-time President's Club Award winner. Identified and hired key members of the team, and mentored new and junior sales staff. Built service offerings and new clients, as the branch grew from an expansion effort to a major market. Generated multiple enterprise level contracts and originated then managed the book of business.
- Key achievements:
- Grown Pomeroy business with the PA Public Sector account from 2002 to present.
- Originally won then renewed the following Commonwealth of Pennsylvania wide strategically sourced contracts:

Service Desk	Cisco Networking
IT Hardware Maintenance	Brocade, Extreme and IBM Networking
Peripherals	Managed Printer Service
Audio Visual	Cabling
Printers	Security, Remote Monitoring and Management
Multifunction Devices (MFPs)	Servers
Thin Clients	Storage
Workstations	IT Integration
- Helped achieve customer satisfaction by consistently obtaining over 99% of On-Time Performance (OTP) of Service Level Agreements via Pomeroy's 3rd Party IT Hardware Maintenance Agreement.
- Performed consulting and helped design numerous large scale technology deployments including Deployments of Storage and Networking LAN/WAN technology-based solutions.
- Developed strategic partnerships with numerous IT Service Providers and IT Equipment manufacturers including Dell EMC, Hewlett Packard Inc., Hewlett-Packard Enterprise, IBM, Cisco, and VMware to deliver IT based business solutions.
- Relationship building with key PA Public Sector clients:
- Responsible for maintaining strategic accounts as a reference for the entire Pomeroy organization.
- Continual growth of Pomeroy portfolio of professional service offerings with a focus on Staff Augmentation

**EDUCATION/TRAINING**

- Graduate of The Ohio State University with an Associate Degree in Data Processing, June 1982
- Sales Certifications include Avaya, Cisco, Citrix, Dell EMC, HPI, HPE and VMWare.
- Trained then sold numerous Service Desk, Remote Monitoring and Management, IT Hardware Maintenance, Data Center, Networking, Managed Print and Product Deployment with End of Life solutions.

**Frank Wanko – Director of Field Support and Service Operations** / Seven Years with Pomeroy. His responsibilities for the engagement include:

- Responsible for all aspects of Service Delivery for Pomeroy Service Delivery SLED (State, Local, government and Education) Pennsylvania, West Virginia, and Kentucky reporting to the Vice President of Service Delivery.
- Assure personnel are coordinated across the region allowing maximum use of each technical resource
- Assure that local management facilitates resolution of technical problems
- Direct a Region Field Service Operation that includes multiple managers and locations.
- Consulted with escalation groups to conduct root cause analysis with the ultimate goal of reducing recurring problems in the environment. Assessed changes to workload, evaluated impact to service levels and made adjustments.
- Identified more efficient use of existing technology that could impact the efficient delivery of services.

**Brett Henry – Field Service Manager** / Twelve Years with Pomeroy. He has managed all aspects of support for the Commonwealth including:

- Primary point of contact with the Department of General Services and Pomeroy.
- Negotiates and interprets terms within the contract on a regular basis.
- Schedules monthly meetings with each agency within the Commonwealth to review monthly performance, resolve questions and any issues concerning services
- Produce monthly reporting of statistics to each agency for performance and generate financial statements.
- Interface with Regional Managers and Corporate management.

#### **Sales Support Specialists**

- Lorrie Munkittrick
- Tim DeBross
- 10+ Sales Support Specialist backups servicing COPA for years

#### **Solutions Architects**

- **Marsha Cipollone**, Solution Architect - Server, Storage and Virtualization. She brings over 20 years of experience in the information technology field. Prior to his current role he served as the Solutions Architect for Dell EMC. Marsha has designed VMware Cloud Foundations (VCF) configurations for COPA over the past year.
- **Cory Kelly**, Solutions Architect - Networking Infrastructure. Cory has worked with many Data Center Networking projects in PA, additionally having expertise in Virtualization, SD-WAN, Network Aggregation, video and numerous other technologies. Cory has been with Pomeroy since 2015 and he holds multiple professional and expert certifications in Cisco, Aruba, Meraki and Citrix.

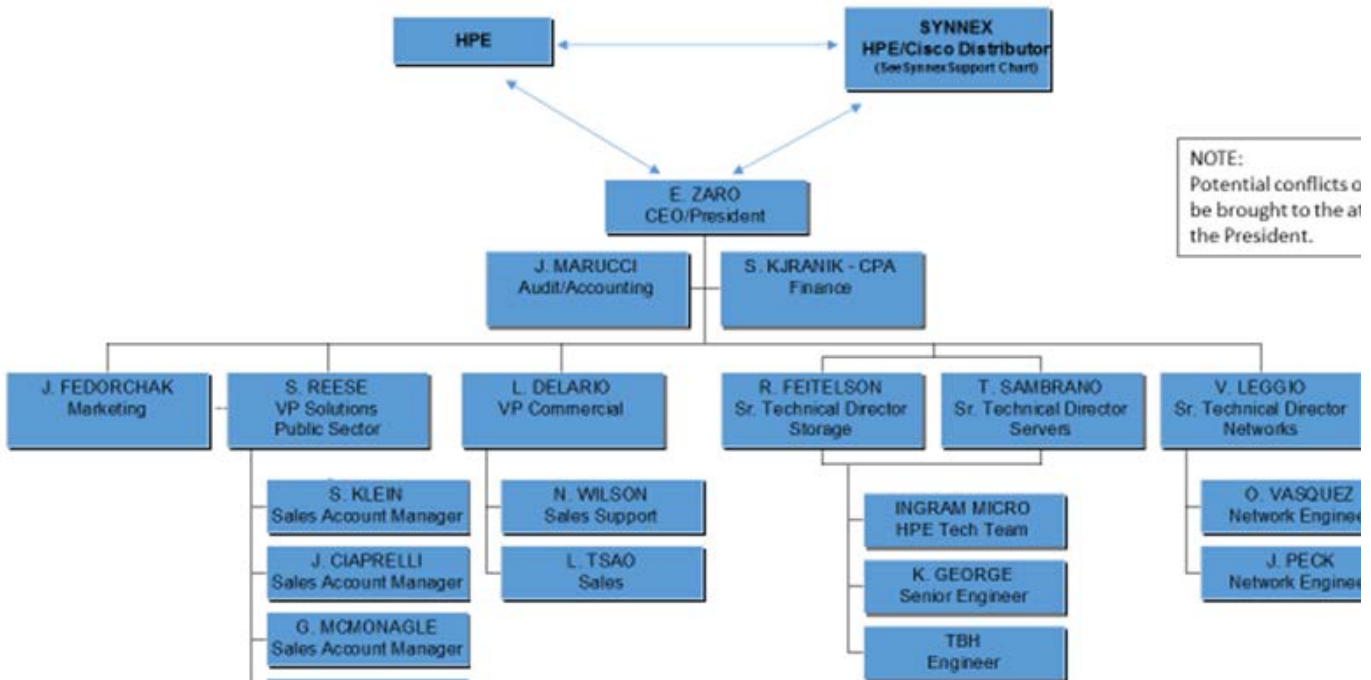
- **Joe Rock**, Solutions Architect – Services and End User Computing. Joe has experience managing several large commercial accounts in the Health Care vertical delivering Product, Service Desk & Deskside Support Services. Assuming State Government SA responsibilities since 2016. He is responsible for planning, design and execution of projects and renewal activities for multiple accounts. Work directly with existing State account team in developing solutions and project plans for Agency opportunities. Joe develops MSA, SOW and other contractual documents for use in delivering and reporting on project and managed service activities. He also conducted CSI reviews of account process and procedure for improvement opportunities addressing efficiency and quality of service.
- **Steve Small**: Solutions Architect – Staffing
- **Jessica Helmer**: Business Development Executive:
- **Ryan McGuire**: Professional Services:

#### **Service Technician Team**

- Jennifer Smith
- Andrew Austin
- Tom Rivers
- Brad Eppler
- Mike Knapp
- Mike Williams
- Roy Luke
- Bill Ryan
- Numerous other technicians are available upon demand.

**Premier Systems Response** (Pomeroy's Diversity Partner)

**Premier Systems Sales Ltd Organization Chart**  
 May 1, 2018



**D. Subcontractors.**

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

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



**Offeror Response**

Pomeroy will use Premier Systems as a qualified subcontractor with the Networking projects for the Commonwealth.

1. Name	Premier Sales Systems, Ltd.
2. Address	PO Box 1730, Blue Bell, PA 19422
3. Experience	Refer to heading <b>Premier Systems Response</b> beginning on page 9.
4. Employees	Refer to heading <b>Premier Systems Response</b> beginning on page 16.
5. Description of services	Premier will work with Pomeroy in design, implementation and support of networking systems across Commonwealth.
6. Percentage of time	Upon award of a project, Premier staff will be dedicated to the mutually agreed time line (Commonwealth, Pomeroy and Premier)
7. Geographical location	Premier staff are located in Pennsylvania.
8. Resumes	Refer to the resumes we have included in the attachment labeled <b>Premier Resumes</b> .

**Premier Systems Response** (Pomeroy's Diversity Partner)

Subcontracting Plan to insure quality for COPA NETWORKING PROJECTS:

Project Timeline Example: New HPE NETWORKING/CISCO

Task #	Who	Details	Status
Requirements gathering and solution design			
1		Review and research project requirements (if known in advance of meeting with stakeholders).	
2		Conduct meeting with stakeholders to discuss current environment, issues and pain points, current workarounds, if any, and requirements for a solution, wants vs needs, budgets, and timeframes.	
3		Research short and longer term solutions to address needs and requirements, including benefits and compromises of each. Build preliminary configurations and estimate costs.	
4		Document the various solutions, including budgetary costs.	
5		Conduct meeting to discuss solutions, costs, timeframes for implementation, etc.	

Pomeroy Response  
 Pennsylvania Networking Equipment & Related Services / RFP 6100045034  
 June 29, 2018

Task #	Who	Details	Status
6		Based upon stakeholder's input, document formal plan, including configurations, costs, and timelines. Present document to financial management.	
7		Once plan is approved and funded, finalize configurations, and prepare quote(s).	
Order placement and implementation planning			
8		Upon receipt of PO, place order(s) with HPE.	
9		Conduct kick-off meeting with all project participants, stake holders, and representatives from end user communities, as pertinent. Review the approved project, timelines, assign/develop roles and responsibilities.	
10		Document kick-off meeting	
11		Prepare environment for new equipment, updates, etc. Notify infrastructure support of requirements from their teams and required timelines. Ex: Electricians, network support.	
12		Track orders. Notify HPE Installation Services personnel. Develop preliminary on-site scheduling, based upon anticipated order deliveries.	
13		Document pre-installation equipment racking, physical and logical hardware and software configurations and layouts, including serial numbers, cabling, power connections, network addresses. <u>NOTE:</u> Some information may not be known at this time, and will be added later.	
14		On-going: Update project participants and stakeholders on timelines and task status.	
Equipment installation and configuration			
15		Upon receipt of equipment, coordinate and work with HPE and customer staff on installation, configuration, deployment, migration and testing.	
Final documentation and project wrap-up			
16		Update detailed documentation with "as built" changes from the pre-installation documentation. Add information that was unknown prior to equipment installation. Ex: Serial numbers, Support IDs, HPE account support personnel, etc.	
17		Distribute final project documentation to customer team.	
18		Project wrap-up meeting to review final documentation and obtain sign off of project completion.	
19		Distribute Project Quality Survey to solicit feedback.	
20		Complete ISO 9000 Corrective & Preventive Action Plan form, as necessary, and incorporate improvements and recommendations into standard procedures for the next projects.	

## V. Financial Capability.

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

### Offeror Response

Please refer to the attachment labeled **Pomeroy 2017 Financials.pdf**.

## VI. Requirements.

### A. Manufacture Authorization Letter.

Offeror shall submit a manufacturer authorization letter which clearly state the Offeror is authorized to provide the OEM's networking equipment and other related services to the Commonwealth. This requirement is applicable to those Offeror's who are resellers.

### Offeror Response

Pomeroy has included manufacturer authorization letters from the following OEMs in the attachment labeled **Pomeroy Manu Author Letters**:

- Dell EMC Authorization Letter Pomeroy.pdf
- VMware Authorization Letter Pomeroy.pdf
- Cisco Authorization Letter Pomeroy.pdf
- HPE/Aruba Partner Authorization Letter Pomeroy.pdf
- Extreme Authorization Letter Pomeroy.pdf

### B. Manufacturer Price List.

Offeror shall provide the OEM's current retail price list for each OEM that is included in the response. The OEM's current retail price list shall include all networking equipment and extended warranty services provided by the OEM and the date of the OEM's price list. Offeror shall be capable of providing all networking equipment provided by the OEM.

### Offeror Response

Pomeroy will provide a hyperlink or electronic copy of each manufacturer's price list any time requested, and twice each year on the date ranges requested. Pomeroy is capable of providing all networking equipment from Dell EMC, Cisco, Extreme and HPE/Aruba. Pomeroy will provide retail prices at any time.

Dell EMC current price list	<a href="https://www.emc.com/emcwsca/data-storage/pricelist.htm">https://www.emc.com/emcwsca/data-storage/pricelist.htm</a> .
CISCO current price list	<a href="https://prpub.cloudapps.cisco.com/lpc/currentPL.faces?flow=nextgenCatalog&amp;dtid=osscdc000283">https://prpub.cloudapps.cisco.com/lpc/currentPL.faces?flow=nextgenCatalog&amp;dtid=osscdc000283</a>

Extreme current price list	Pomeroy has included the most current Extreme price list in the attachment labeled <b>Extreme Price List 6-1-18.zip</b>
HPE current price list	<a href="https://www.hpe.com/global/showroom/">https://www.hpe.com/global/showroom/</a>
VMware price list	<a href="https://www.vmware.com/reusable_content/vsphere_pricing.html">https://www.vmware.com/reusable_content/vsphere_pricing.html</a>

**C. Contractor Cooperation:**

The selected Offeror(s) shall cooperate and work with Commonwealth staff and its contractors.

**Offeror Response**

Pomeroy has a history of working with all Commonwealth Agencies including the Legislature and Courts. Additionally, Pomeroy understands the expectation and desire to work well with other COPA contractors to best be of service to the Commonwealth. Since 2000, Pomeroy has demonstrated our interoperability with COPA and your contractors via numerous contracts including networking, servers, storage, consulting, IT Hardware Maintenance, Help Desk and others.

**D.Account Management:**

The selected Offeror(s) shall provide a dedicated account manager who will be the main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any issues.

**Offeror Response**

Pomeroy will provide a dedicated account manager in Gerald Rutledge. This engagement requires Mr. Rutledge to work with the leadership as well as end users of COPA and within Pomeroy to deliver continued COPA satisfaction. His responsibilities include customer satisfaction, cost containment and project management. For additional information on the team working with Gerald, refer to our response under **C-Personnel** earlier in this proposal.

**E. Price List Updates:**

The selected Offeror(s) shall provide the OEMs current price list to the Department of General Services, Bureau of Procurement twice per year between June 20 and June 30, and between December 21 and December 31. The Commonwealth may request the OEMs current price list at any time.

**Offeror Response**

Price list links have been provided and of course, Pomeroy will provide hard copy or electronic copies of the OEMs current price list to DGS twice per year or whenever requested.

Pomeroy will provide the price lists (under **B. Manufacturer Price List** above) and we will provide hyperlinks to the updated price lists for the different OEMs during the specified date

ranges. Pomeroy understands that the Commonwealth may request the current price lists of the OEMs at any time.

**F. New Equipment:**

The selected Offeror(s) shall quote the newest networking equipment available for all requests, unless the Commonwealth specifically requests, in writing, alternate networking equipment.

**Offeror Response**

Unless requested and approved by COPA in writing, Pomeroy will only provide "New" equipment and that equipment will be the newest available for all requests.

Pomeroy will quote the newest networking equipment available for all requests, unless the Commonwealth specifically requests, in writing, alternate networking equipment.

**G. Electrical Requirements:**

All networking equipment being offered must be UL approved. Any special voltage needed beyond the standard 110v must be indicated. The Commonwealth will furnish suitable electrical current to operate the networking equipment.

**Offeror Response**

Pomeroy will quote UL approved networking equipment in all bids. Any special voltage needed beyond the standard 110v will be indicated. We understand that the Commonwealth will furnish suitable electrical current to operate the networking equipment.

**H. Software:**

The selected Offeror(s) may not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The selected Offeror(s) must inform any such software licensor that it must enter into a software license agreement with the Commonwealth.

**Offeror Response**

Pomeroy will not offer networking equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. Pomeroy will inform any such software licensor that it must enter into a software license agreement with the Commonwealth.

**I. Pricing:**

- 1. Additional Discounts:** Commonwealth agencies are required to obtain quotes from all selected Offeror(s), per desired OEM, on orders exceeding \$10,000, however agencies may request quotes for orders of all sizes. Offeror(s) are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with

high quantities. The Commonwealth may negotiate additional price concessions on all orders.

### Offeror Response

Pomeroy will offer quotes per desired OEM, on orders exceeding the amount above; Pomeroy understands that agencies may request quotes for orders of all sizes. Offeror(s) are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with high quantities. We also understand that the Commonwealth may negotiate additional price concessions on all orders.

2. Trade-In: The selected Offeror may allow the Commonwealth to trade-in existing networking equipment for credit toward a new order. A trade-in must be agreed to by the Commonwealth and the Offeror. The Offeror shall provide fair market value when accepting a trade-in.

### Offeror Response

Pomeroy will allow the Commonwealth to trade-in existing networking equipment for credit toward a new order. A trade-in must be agreed to by the Commonwealth and Pomeroy, and we will provide fair market value when accepting a trade-in.

In addition to EOM trade-in programs, when approved by COPA, Pomeroy's Brokerage Department has processed trade-ins of networking equipment often offering significant value over traditional OEM trade-in programs. With this value agencies may:

- Receive a check,
- Have a credit placed on the books to be used for any purpose with Pomeroy, or
- Receive a discount upfront for the purchase of new products, maintenance or services.

3. As an alternative, Offerors shall provide a consumption based pricing model for the equipment. Please describe your ability to accommodate this model.

### Offeror Response

To better assist COPA to power your digital transformation, Pomeroy offers flexible payment solutions within our switching, routing and other networking solutions allowing for:

- Cash Flow Optimization over multiple fiscals no tying up the current fiscal budget
- Innovative Lifecycle management offering network refreshes when newer technologies emerge
- The ability to scale up during peak periods, more importantly down, during slow periods
- While options vary and customizable, as example, typical Pomeroy customers pay 90% of the hardware purchase price divided by 36 or 48 months at 0% interest including hardware, software, maintenance and services.
- At the end of the term, COPA may return the products, refresh or buy out the remaining 10% balance.

**J. Order Requirements:**

1. Order Acceptance: The selected Offeror(s) shall be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type.

**Offeror Response**

Pomeroy has been accepting orders via the Commonwealth's purchasing credit card processes (Pcards). Additionally, Pomeroy has a punchout to COPA's SAP system and interfaces with the latest version of ServiceNow. Pomeroy will adhere to any new software, electrical, hosting, aaS subcontracting and discounting requirements.

Pomeroy has previously worked with state and other governments to facilitate a "Just-in-time" approach to hardware purchasing and have successfully reduced unnecessary advance purchasing and inventorying of hardware.

While Pomeroy has many direct relationships with major and many not so many OEMs, often a better choice is to use their major distribution partners including Synnex, Ingram, Tech-Data and many others.

**2. Order Shipment:**

- a. All orders shall be F.O.B. Destination. All freight charges shall be paid by the Offeror.
- b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.
- c. Partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the networking equipment.
- d. The selected Offeror shall ensure all incorrect shipments are corrected within ten (10) business days from the Commonwealth's report of a problem. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays.

**Offeror Response**

Pomeroy understands and agrees that all orders shall be F.O.B. Destination and we will pay standard freight charges. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.

Pomeroy agrees that partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the networking equipment.

Pomeroy will ensure all incorrect shipments are corrected within ten (10) business days from the Commonwealth's report of a problem. Pomeroy understands that the Commonwealth defines business days as 7:30 to 5:00pm, Monday through Friday, excluding state holidays.

3. Order Delivery: All orders for off-the-shelf networking equipment must be delivered within ten (10) business days or on the date agreed upon by both the Commonwealth and the Offeror. All orders for custom configured networking equipment must be delivered within twenty (20) business days or on the date agreed upon by both the Commonwealth and the Offeror. Calculation of delivery time does not include the day that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon, delivery must occur on the requested date.

#### Offeror Response

Pomeroy understands and agrees that order delivery will follow: orders for off-the-shelf networking equipment must be delivered within ten (10) business days or on the date agreed upon by both the Commonwealth and the Offeror. All orders for custom configured networking equipment must be delivered within twenty (20) business days or on the date agreed upon by both the Commonwealth and the Offeror. Calculation of delivery time does not include the day that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon, delivery must occur on the requested date

#### K. Packaging:

The selected Offeror(s) shall securely and properly package the networking equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.

#### Offeror Response

Pomeroy will securely and properly package the networking equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.

#### L. Literature:

Upon request, the selected Offeror(s) shall furnish literature, in hardcopy and/or softcopy format, to the Commonwealth for the networking equipment being offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

#### Offeror Response

Upon request, Pomeroy will furnish furnish, in hardcopy and/or softcopy format, to the Commonwealth for the networking equipment being offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

#### M. Americans with Disabilities Act:



The selected Offeror(s) shall be able to identify, if requested by the Commonwealth, any networking equipment being offered that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

### Offeror Response

If requested by the Commonwealth, Pomeroy will identify any networking equipment being offered that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

### Pomeroy and Commitment to Accessibility

Pomeroy and our selected manufacturers, (Dell EMC, VMware, Extreme, HPE/Aruba, and CISCO) aims to serve the world, from major national and multinational organizations to the billions of individuals those organizations interact with every day. In fulfilling our mission, Pomeroy and our manufacturers are committed to providing products and services that are accessible to people with disabilities. This commitment supports our company's diversity objectives and helps us ensure that the benefits of technology are available to all.

Our accessibility goal is to design, produce, and market products and services that can effectively be used by everyone, including people with disabilities, either on a stand-alone basis or with appropriate assistive devices.

### Customer Service Accessibility

Our selected Manufacturers have implemented various measures to increase the accessibility of their support services. For instance, they provide training to customer service and technical support representatives to better serve customers with disabilities or age-related limitations.

Customers with vision, hearing, or age-related limitations, or who otherwise need accessible customer support.

Note: Available 24/7/365 for most products.

For customers in the United States, the Federal Communications Commission adopted the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. For more information about the various types of TRS, see the FCC's consumer guide or visit the website of the FCC Disability Rights Office (DRO).

### N. Transportation and Delivery:

All quotes must include the charges for packing, handling, freight, distribution and inside delivery. The selected Offeror(s), within 24 hours after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract.

### Offeror Response

Pomeroy understands that all quotes must include the charges for packing, handling, freight, distribution and inside delivery. The selected Offeror(s), within 24 hours after receiving an

order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract.

**O. Customer Satisfaction:**

The selected Offeror(s) shall initiate customer satisfaction surveys. The Commonwealth will determine the format and delivery mode of the survey.

**Offeror Response**

Pomeroy will initiate customer satisfaction surveys. Pomeroy understands that the Commonwealth will determine the format and delivery mode of the survey. Pomeroy will include results of the surveys in reporting.

**P. Warranty Service:**

1. The selected Offeror(s) shall honor the warranty specified by the OEM for all networking equipment being offered, at no additional cost to the Commonwealth.
2. The selected Offeror(s) shall include the most recent software upgrades on networking equipment during the warranty period, at no additional cost to the Commonwealth.
3. The selected Offeror(s) shall provide a central point of contact to address warranty service issues. The Offeror shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Offeror is the OEM.
4. The selected Offeror(s) shall be capable of receiving service calls, or provide access to the OEM service support in accordance with the agreed upon maintenance and support agreement during a warranty period. The Offeror shall have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within **Section VI.S**.
5. The selected Offeror(s) may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Offeror.

**Offeror Response**

Pomeroy has serviced COPA post warranty via our Third-Party IT Hardware Maintenance Contract since 2004. HPE, Extreme, CISCO, VMware and Dell EMC will provide Warranty Services and accepts support calls 24x7x365. These terms will be adhered to.

**Q. Related Services:**

The Commonwealth will develop a statement of work (SOW) for related services utilizing **Appendix A - Statement of Work Template**, which will be attached to the associated purchase order. Services may include the following;

1. **Maintenance/Extended Warranty:** The selected Offeror(s) shall, if requested by the Commonwealth, provide maintenance/extended warranty services for all networking equipment being offered. The Offeror shall provide a written quote for

- all maintenance/extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order. Maintenance/extended warranty services must meet Service Level Agreement requirements as specified in **Section VI.S**. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.
2. **Training:** The selected Offeror(s) shall provide training for Commonwealth staff, if requested by the Commonwealth. Training shall be provided at the location where the networking equipment will be located. The Offeror shall provide unlimited follow-up training, when new networking equipment has been deployed at a location, at no additional cost, when requested by the Commonwealth.
  3. **Relocation of Networking Equipment:** The selected Offeror(s) shall relocate networking equipment, if requested by the Commonwealth.
  4. **Design, Configuration, and Installation:** The selected Offeror(s) shall design, configure, and install networking equipment, if requested by the Commonwealth.

**Offeror Response**

Pomeroy will work with the Commonwealth to develop a statement of work (SOW) for related services utilizing Appendix A - Statement of Work Template. Pomeroy understands that the services may include the following;

1. Maintenance/Extended Warranty.
2. Training.
3. Relocation of Networking Equipment.
4. Design, Configuration, and Installation.

**R. Service Level Agreements (SLAs) and Liquidated Damages (LDs)**

The following SLAs and LDs apply to the Offeror’s performance with each individual agency. The selected Offeror shall reimburse the Commonwealth within 45 days of the missed SLA. The Offeror shall pay the LDs by deducting the amount from invoices submitted under this Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

Office of Comptroller Operations  
 Revenue & Cash Management  
 555 Walnut St., 9th Floor  
 Harrisburg PA 17101-1925

The Offeror shall attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

Requirement	Service Level Agreements	Liquidated Damages
Delivery of off-the-shelf networking equipment.	Within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.

Requirement	Service Level Agreements	Liquidated Damages
Delivery of custom configured networking equipment.	Within twenty (20) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Incorrect shipment to the Commonwealth.	Corrected within ten (10) business days or on a date agreed to by the Commonwealth.	5% of the cost of the order.
Fix-time (Measured from the time the Commonwealth submits a trouble ticket to the selected Offeror, to the time the networking equipment is returned to full and complete working order during the original warranty period).	Resolve at least 95% of the trouble tickets submitted by the Commonwealth, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted, or on a date and time agreed to by the Commonwealth.	If the selected Offeror fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the selected Offeror will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
The selected Offeror shall provide the Commonwealth with monthly reports detailing service level metrics, response/fix-time metrics, and the status of outstanding issues.	The reports shall be provided to the Commonwealth no later than ten (10) business days after the end of the month.	If the selected Offeror fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the selected Offeror will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

### Offeror Response

Pomeroy had read and understands that SLAs and LDs listed above apply to our performance with each individual agency and we will reimburse the Commonwealth within 45 days of the missed SLA.

Pomeroy has held the Commonwealth of Pennsylvania IT Hardware/Maintenance contract since 2004. Pomeroy provides service levels up to mission critical (two-hour on site-four hour guaranteed fix) support 24/7, with 99.9% SLA compliance for up to 70,000 devices in 67 counties.

Pomeroy will manage to meet or exceed these SLAs and will comply with quote requirements.

**Continual Service Improvement:** Pomeroy will continuously improve the contract by being flexible and agile to The Commonwealth's changing needs and by putting Commonwealth agencies in touch with other states such as recently PA State Police asked for business contacts within the West Virginia State Police.

While pricing and configurations change over time, Pomeroy will help drive cost savings over the contract term by introducing and allowing The Commonwealth to take advantage of newer, faster, more secure etc. technologies as they become available. When costs drop Pomeroy will proactively pass along those savings.

Pomeroy believes that each engagement benefits from the application of ITIL processes, and Continual Service Improvement (CSI) in particular.

Pomeroy has integrated ITIL principles and best practices throughout our organization. Our service delivery architecture is based on the ITIL framework. We tailor and integrate our Service Management Manual with our client's processes to facilitate ITIL compliance. Pomeroy's goal is to deliver optimal value to our clients. By using ITIL methodologies, adhering to six sigma practices and conforming to ISO standards we are able to meet that goal.

Pomeroy measures each program delivered against these standards and methodologies to continuously seek technologies and process changes that will impact the efficiency of our operation, and improve the Commonwealth's performance and bottom line. All members of our service management team are, at least, ITIL v3 Foundations certified to ensure that our management understands the best practices we are following to work smarter and more efficiently.

Pomeroy will apply its cutting edge CSI program to facilitate and improve the shift of service delivery so clients come to centralized or virtual areas of support instead of relying on traditional deskside visits.

#### **Service Quality Review to Yield Consistent and Repeatable Service Experience**

Pomeroy's CSI program assures a consistent and repeatable end user experience by implementing a monthly Service Quality Review (SQR) which applies CSI tools and techniques to ensure each service function is following agreed processes. SQR will proactively analyze metrics and identify trends for continuous improvement. Recommendations will be made to improve IT tools and services to improve end user services and eliminate issues. Findings of the review are used to fine tune and improve the Client end user service experience.

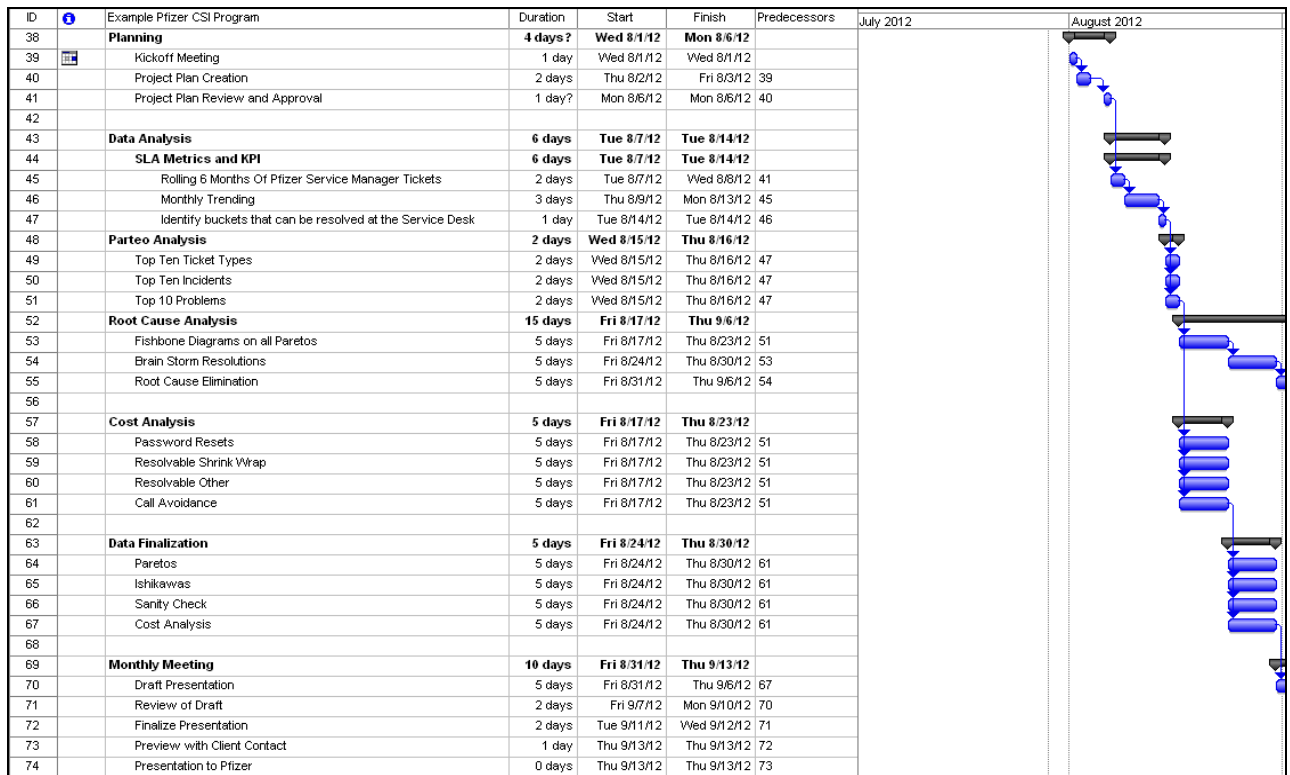
Our CSI Program is highlighted in the process shown below. Pomeroy has coupled industry knowledge to real world experience to continuously improve our CSI Program.



Pomeroy has successfully applied this methodology to improve the end user experience with technology services. Pomeroy has applied CSI to improve service delivery metrics and reduce service delivery costs year-over-year, and moved the end user support to a new self service, centralized on-demand streamlined model. Service improvement is an important aspect of any managed service engagement. We will apply our CSI program to improve COPA's service delivery with the new model that relies on user self service and walk up support, and identify areas to reduce costs by streamlining processes and eliminating root causes in partnership with COPA's IT staff.

**Goals of CSI:** Improvements to the day-to-day procedures and the overall review of the service performance are conducted on a continuous basis. The goal of our CSI program is to obtain excellent organizational performance, increase productivity, reduce costs, optimize client satisfaction, and collectively improve end user experience.

**CSI Project Plan:** An example CSI project plan is shown below.



**S. Emergency Preparedness.**

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

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



3. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
4. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

## Offeror Response

### **Pomeroy (Pro-active) Pandemic Preparedness Plan**

In recognition of the significance of continuous business operations, Pomeroy has implemented a pandemic response strategy utilizing the guidelines set forth by the Center for Disease Control.

These plans include both proactive and reactive measures to combat the outbreak of disease and minimize its impact in the event of a substantial infection rate among our associates.

Our plans include flu immunization of the staff, disinfection procedures for the physical plant, telecommuting protocols and staff augmentation procedures. In addition, we have instituted a comprehensive information campaign to educate associates on flu prevention practices and the recognition of flu symptoms.

From a supervisory level, all management personnel have been informed of the importance of observing their staff and taking appropriate steps in the event that an employee is displaying signs of infection. Each supervisor has identified key employees and created a succession plan for quickly replacing those individuals deemed critical to operations.

Pomeroy has also enhanced our standing communication protocol to ensure that pertinent information related to a pandemic incident and subsequent remediation is quickly disseminated to our customers and client management staff.

Below is a checklist summarizing Pomeroy's preparedness activities.

- Identify a pandemic coordinator and/or team with defined roles and responsibilities for preparedness and response planning. The planning process should include input from labor representatives.
- Identify essential employees and other critical inputs (e.g. raw materials, suppliers, sub-contractor services/ products, and logistics) required to maintain business operations by location and function during a pandemic.
- Train and prepare ancillary workforce (e.g. contractors, employees in other job titles/descriptions, retirees).
- Determine potential impact of a pandemic on company business financials using multiple possible scenarios that affect different product lines and/or production sites.
- Find up-to-date, reliable pandemic information from community public health, emergency management, and other sources and make sustainable links.
- Establish an emergency communications plan and revise periodically. This plan includes identification of key contacts (with back-ups), chain of communications (including suppliers and customers), and processes for tracking and communicating business and employee status.
- Implement an exercise/drill to test your plan, and revise periodically.



- Plan for the impact of a pandemic on your employees and customers:
- Forecast and allow for employee absences during a pandemic due to factors such as personal illness, family member illness, community containment measures and quarantines, school and/or business closures, and public transportation closures.
- Encourage and track annual influenza vaccination for employees.

Identify employees and key customers with special needs, and incorporate the requirements of such persons into your preparedness plan.

- Establish policies to be implemented during a pandemic:
- Establish policies for employee compensation and sick-leave absences unique to a pandemic (e.g. non-punitive, liberal leave), including policies on when a previously ill person is no longer infectious and can return to work after illness.
- Establish policies for flexible worksite (e.g. telecommuting) and flexible work hours (e.g. staggered shifts).
- Establish policies for preventing influenza spread at the worksite (e.g. promoting respiratory hygiene/ cough etiquette, and prompt exclusion of people with influenza symptoms).
- Establish policies for employees who have been exposed to pandemic influenza, are suspected to be ill, or become ill at the worksite (e.g. infection control response, immediate mandatory sick leave).
- Set up authorities, triggers, and procedures for activating and terminating the company's response plan, altering business operations (e.g. shutting down operations in affected areas), and transferring business knowledge to key employees.
- Allocate resources to protect your employees and customers during a pandemic:
- Provide sufficient and accessible infection control supplies (e.g. hand-hygiene products, tissues and receptacles for their disposal) in all business locations.
- Enhance communications and information technology infrastructures as needed to support employee telecommuting and remote customer access.
- We develop and disseminate programs and materials covering pandemic fundamentals (e.g. signs and symptoms of influenza, modes of transmission), personal and family protection and response strategies (e.g. hand hygiene, coughing/sneezing etiquette, contingency plans). These programs and materials will address:
- Employee fear and anxiety, rumors and misinformation and plan communications accordingly.
- Disseminate information to employees about your pandemic preparedness and response plan.
- Develop platforms (e.g. hotlines, dedicated websites) for communicating pandemic status and actions to employees, vendors, suppliers, and customers inside and outside the worksite in a consistent and timely way, including redundancies in the emergency contact system.
- Identify community sources for timely and accurate pandemic information (domestic and international) and resources for obtaining counter-measures (e.g. vaccines and antivirals).

**Pomeroy’s Technology Services Continuity Plan (TSCP)**

This section provides an overview of Pomeroy’s Technology Services Continuity Plan (TSCP) for the applications and infrastructure services that are used in the delivery of Pomeroy’s portfolio of managed services. The use of Pomeroy application and infrastructure services varies by managed service and client agreement. As such, not all applications and infrastructure services referenced in this document are applicable to all client engagements.

Each Pomeroy managed service maintains a separate Business Services Continuity Plan (BSCP). The TSCP is a supportive document to each BSCP and is incorporated herein.

**Overview**

Pomeroy delivers application and technology services from both Pomeroy Delivery Centers (PDCs) and from Pomeroy Technology Centers (PTCs). This document addresses each of these types of centers separately and details the continuity protection standards developed for each.

<b>Pomeroy Applications and Technology Services Application / Technology Service</b>	<b>Delivered From</b>
IT Service Management system	PTCs
IT Asset Management system	PTCs
Field Service and Dispatch Management systems	PTCs
Knowledge Management system	PTCs
Remote Control systems	PTCs
Chat systems	PTCs
Service Depot Asset Tracking systems	PTCs
Remote Monitoring & Management systems	PTCs
Integration Service systems	PTCs
Telephony services	PDCs and PTCs
Network services	PDCs and PTCs
Telecommunication services	PDCs

The campus is nestled on 20 acres within 2 miles of the Cincinnati International Airport and consists of three buildings.

1. The Headquarters building is a 66,000 sq ft facility that contains the majority of Pomeroy’s back-office functions, e.g. finance, IT, executives, etc.
2. The Global Service Center is a 160,000 sq ft facility that serves as the primary delivery center for our Global Service Desk, National Dispatch Center, Network Operations Center (NOC), and Remote Operations Center.
3. The Logistics Center is a 170,000 sq ft facility that provides our logistic services, integration services, and depot repair services.

**Telecommunication Networks** – Pomeroy's campus is serviced by multiple telecommunication carriers, enabling communication with clients, Pomeroy Technology Centers and other Pomeroy Delivery Centers via multiple technologies. Services include local, long distance, and toll-free calling; Internet access; point-to-point data circuits, and MPLS circuits. These services are provisioned and configured to maintain resiliency. Highlights of the services include:

- The use of multiple carriers for the same service to provide redundancy
- The use of multiple technologies for the same service for failover capabilities
- Automated, in-network failover of services between circuits, whenever technically possible
- Each carrier is required to deliver services into diverse entry locations on the campus
- Each carrier is required to provide services from geographically diverse central offices
- Carrier circuits are required to have path diversity from their central office (CO) to Pomeroy's campus
- Voice circuits are sized and maintained at 150% of client contracted quantities
- Internet circuits are sized and maintained at 150% of client contracted quantities and managed at 50% utilization
- Data circuits to Pomeroy Technology Centers are sized and maintained at 50% utilization

**Corporate Network** – Pomeroy's corporate network is designed and built based upon industry best practices, leveraging hardware from industry leading OEMs. Features of Pomeroy's high available network include:

- The campus network is designed with layered redundant routing and switching failover capabilities
- Network switching environment uses multiple chassis using dual supervisor engines and protected with dual power supplies, redundant high speed uplinks, and other high availability best practice configurations
- Switch capacity is designed for N+1 port density
- Diverse network paths using multiple fiber rings between buildings ensures there is no single point of failure in the Campus Area Network

Dynamic routing is configured to ensure routes remain available during data network interruptions

- Redundant Internet circuits from multiple carriers are used to provide an alternate data path to Pomeroy Technology Centers or client locations as well as provide connectivity for VPN services
- Network components are monitored 24x7x365
- Network components are maintained with 4-hour response SLAs from the manufacturers

**Building Infrastructure** – Each Pomeroy Delivery Center is designed to provide (the highest levels of availability. Features of Pomeroy's building infrastructure include:

- The Hebron Campus is serviced from the local power grid by two street entrances from diverse substations.
- Each building on campus houses one or more power cleansing and protection systems - uninterruptible power systems (UPS) which are sized to operate at 70% utilization when holding their full load
- UPS devices are configured with fully redundant components and perform twice daily self-diagnostic tests
- UPS Devices are monitored 7x24x365
- Each building is protected by one or more independent power generation units, which are configured to invoke within 10 seconds of loss of street power
- Power generation units are tested weekly and a 24-hour fuel supply is maintained on-site
- Lightening protection and proper grounding is designed into each building
- All campus buildings have controlled entrances requiring employees use a photo badge to gain access
- MDF and IDF closets are secured to limit physical access to network devices and cabling.
- Security cameras provide real time and historic views of doors and security points around campus.
- A manned security team is on duty 24x7

**Telephony Services** – Pomeroy's Global Service Centers utilize the latest in IP based call center technologies from leading providers. Features of the telephony service and continuity features include:

- Two phone switches are maintained in separate locations on campus in an active-passive mode
- Pomeroy maintains a cloud-based telephony system as a means for failover in case of a loss of on-campus telephony service. Voice calls can be redirected within 30 minutes
- Global Service Center agents may access both the campus and remote telephony systems from alternate locations such as another building on campus, a home office, or a remote office or location
- Short term continuity protection for inbound calls is configured to flow to an in-network voicemail system

A cache of cell phones is maintained on-site for use in emergency situations and can be issued to agents to access the cloud-based telephone system to provide for short term service continuity

**Associate Work Area** – The Global Service Center is the primary work location of the personnel and technology that Pomeroy uses in the services delivered to our clients. There are a variety of continuity options available for agents from the handset to the physical work location.

- Spare phones, handsets, headsets, computers and monitors are on hand for quick support repairs
- Associates have the mobility to work from any workstation and phone on campus
- Associates can work from remote/home offices with access to the same set of service delivery tools
- Overflow areas are available on campus for quick scalability needs of seating agents

**Governing Processes** – Pomeroy employs a series of governing processes across the enterprise, based on the ITIL framework. From a security stand point, Pomeroy staffs an IT Security Officer position responsible for monitoring the controls that have been established. Controls have been established for risk assessments, vendor security compliance, and audits of Active Directory, system access, remote access, scan review, and log review.

### **Pomeroy Technology Centers**

Pomeroy delivers applications and technology services from multiple third party data centers located throughout the continental U.S. Pomeroy data center partners have been selected based on a list of criteria including aspects of security, reliability, redundancy, and survivability. Each Pomeroy data center partner is required to have a recovery site, corporate backbone and capabilities to meet a 4-hour Recovery Point Objective (RPO) and a 4-hour Recovery Time Objective (RTO). Data center providers are required to test their recovery plan at least once per year.

**Partner Data Centers** - Pomeroy data center partners are required to meet the following criteria:

- Geographic separation between primary and disaster recovery data centers of at least 500 miles
- Primary and disaster recovery data centers may not be located in areas that may be susceptible to a single natural disaster or weather event such as an earthquake, flood, tornado, hurricane, etc
- Partner data centers must:
- Be fully hardened facilities that are rated for hurricane, tornado, or seismic risks that may occur in the local geographic region
- Have multi-layered physical security implemented requiring photo identification and biometric data for entry and restricted access within the facility to racks and rooms for authorized personnel only

Be serviced by multiple telecommunication carriers

- Have multiple entry points for each telecommunication carriers
- Require telecommunication carriers to provide service via multiple central offices (COs).
- Configure all network, server and storage equipment with dual power supplies
- Ensure all network, server and storage equipment receives cleansed and continuous power via an uninterruptible power supply (UPS) and independent power generation systems
- Provide redundant environmental controls

- Be capable of operating without street power for up to 96 hours
- Be rated as a tier III, IV data center
- Be staffed 7x24x365
- Located within a 30-mile radius of an airport
- Disaster Recovery plans must be tested at least once annually

**Applications and Services** – Pomeroy’s critical applications, whether delivered by Pomeroy or through a SaaS offering, are built to an architectural standard that provides for security, reliability, and high-availability. Application infrastructure systems are designed with high-availability at each level of the application stack and configured in either an active-active or active-passive mode designed to recover automatically from component or system failures.

Applications and the underlying infrastructure are monitored 24x7x365. Critical applications and data are backed-up, replicated or protected in ways that provide the ability for quick recovery. Critical Applications and Services provided by third party suppliers are managed through SLAs that meet or exceed Pomeroy’s commitments to our clients.

**Telephony Services** - Pomeroy maintains a contract with a third party firm for a Cloud based call center telephony service that can be activated upon declaration of a disaster. Client call flows and call scripts are maintained in parallel in both the PDC premised based and Cloud call center telephony services. Upon declaration of a disaster (or extended outage), Pomeroy’s agents may register with the service, providing their primary contact numbers. Pomeroy’s inbound toll-free numbers are then re-routed to the service provider. Client calls are processed by the service, follow the standard call flows and call scripts, and then ring to the next available agent registered in the system.

**Proof of Conformance** - Pomeroy undergoes a Type II SSAE 16 Audit on an annual basis and requires any partner providing services that support the delivery of applications and technology services to also obtain a Type II SSAE 16 Audit Report on an annual basis. Supplier Type II SSAE 16 Audit Reports are reviewed to ensure compliance with Pomeroy’s objectives. Pomeroy’s Type II SSAE Audit Report contains sections pertaining to Pomeroy’s internal IT operations and vendor management processes. A copy of Pomeroy’s current SSAE16 Audit Report is available upon request.

## VII. Reports and Project Control.

### A. IT Service Management.

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

**Offeror Response**

**Service Management Methodology**

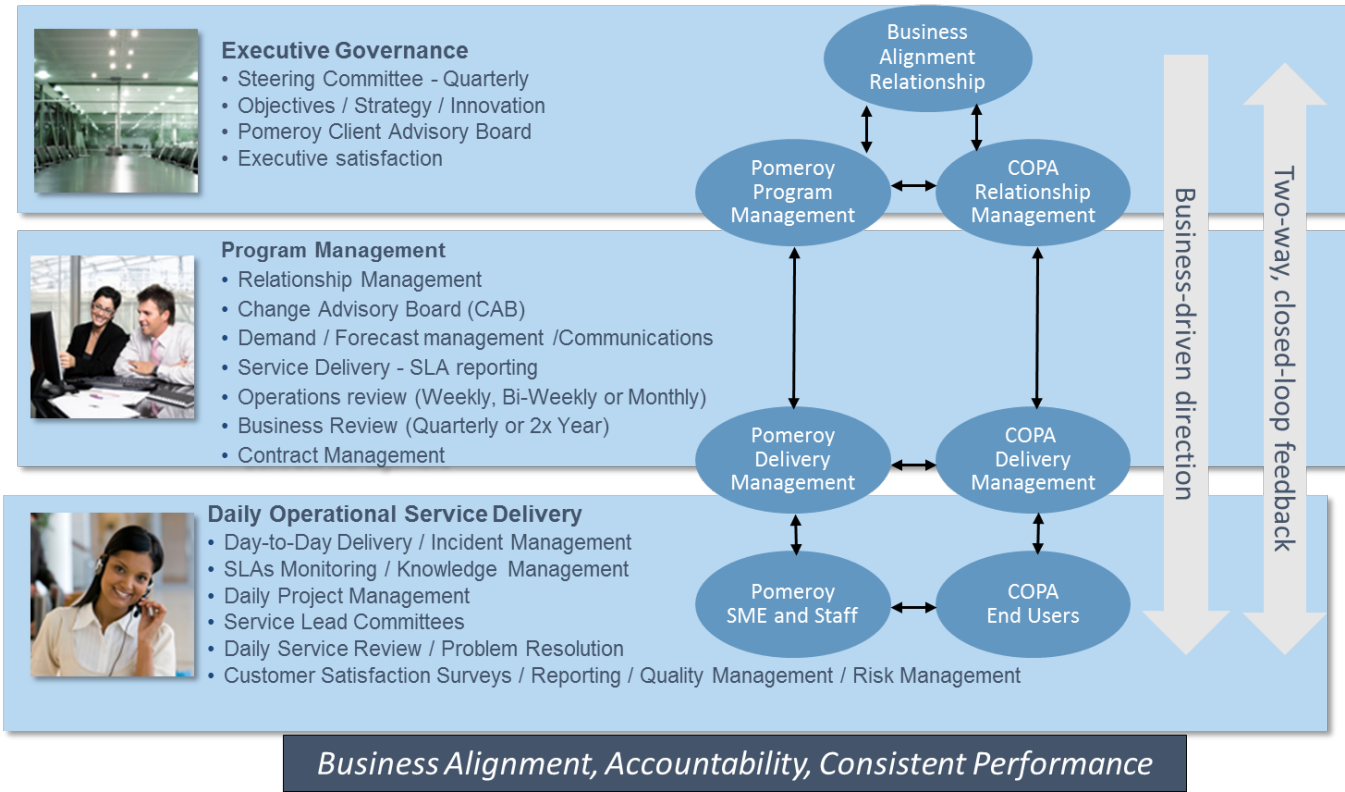
Pomeroy's staff works to follow the best practices established by ITIL – the most widely adopted set of best practices in the industry. Pomeroy places a high importance on certifications and ensuring technicians, field service management, project management and all personnel are effectively trained and prepared to carry out best practices to work smarter and more efficiently. The drive is to provide consistent excellence throughout the Project Management Office and increase client satisfaction.

Within service management, we are invested heavily in our service infrastructure and IT professionals. Our resources hold certifications from ITIL, Six Sigma, HDI, Project Management Institute (PMI), and a plethora of OEMs especially Dell EMC, VMware, Extreme, HPE/Aruba, and CISCO.

Pomeroy values training at all levels of the organization. All data center and field support technicians and engineers receive training from the major manufacturers of products they are supporting. They are all A+ certified. Manufacturer certifications are renewed as often as stipulates, and additional certifications are obtained as new products are released.

**Governance**

Pomeroy will provide program oversight using a three-tiered governance structure which will provide Client Relationship and Contract Management, Operations and Service Level Management, Reporting, Innovation, and Continual Service Improvement.



## Continual Service Improvement

Pomeroy has integrated ITIL principles and best practices throughout our organization. Our service delivery architecture is based on the ITIL framework. We tailor and integrate our Service Management Manual with our client's processes to facilitate ITIL compliance. Pomeroy's goal is to deliver optimal value to our clients. By using ITIL methodologies, adhering to six sigma practices and conforming to ISO standards we are able to meet that goal.

We measure each program we deliver against these standards and methodologies to continuously seek technologies and process changes that will impact the efficiency of our operation, and improve the Commonwealth's performance and bottom line. All members of our service management team are, at least, ITIL v3 Foundations certified to ensure that our management understands the best practices we are following to work smarter and more efficiently.

### B. Monthly Reports:

The selected Offeror shall provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Department of General Services, Bureau of IT Procurement. The Offeror shall utilize **Appendix B – Monthly Report Template**. A monthly report shall consist of, and include at a minimum:

1. Ordering and delivery report of networking equipment purchases which includes, at a minimum: Agency Information, Networking Equipment Information, Order Information, Shipment and Delivery Information and Invoice Information.
2. Problem and response report which includes, at a minimum: Agency Information, Networking Equipment Information and Problem/Response Information.
3. Service level report which includes, at a minimum: Agency Information. Off-the-shelf SLA computation, Custom SLA computation, Incorrect Shipment Correction SLA computation and Fix-time SLA computation.
4. Outstanding issues report which includes, at a minimum: Requestor Information and Outstanding Issue Summary.

The monthly reports shall include all activity by the Commonwealth, as well as for any external procurement activity by other state entities.

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

## Offeror Response

Pomeroy is fully compliant with the referenced Information Technology Policies (ITP), specifically State of PA ITP\_SEC015 and will deliver associated services in full compliance with all state ITP's.

Since 2004, Pomeroy has been providing quarterly reporting to COPA for our current contracts below without incident. All SLA's will be adhered to and all resolutions will be handled by your Pomeroy Account Manager.



**Pomeroy Pennsylvania Contractual Offerings**

End User Computing	Networking	Data Center
Service Desk Contract # 4400004480	Cisco Featuring Cisco SmartCare which enables Network Monitoring for the price of new SmartNet orders Contract # 4400012400	Servers Contract # 4400012885
IT Hardware Maintenance Contract # 4400004924	Brocade, Enterasys, Extreme Networks and IBM Contract # 4400011890	Storage Contract # 4400012885
HP Multifunction Devices Contract #4600015250	Managed Print Service Contract # 4400004480	Thin Clients Contract # 4400012497
Peripherals Contract # 4400011829	Cabling Contract # 4400004480	Commonwealth-wide Consulting solutions for Data Center Operations and Administration, Virtualization and Cloud Contract # 4400004480
IT Integration Contract # 4400004480	Consulting solutions for Collaboration, Enterprise Networking, Wireless and Remote Monitoring and Networking Contract # 4400004480	
Audio Visual Contract # 4400011829		
Workstations Contract # 4400014038		
Consulting solutions for OS Migration and Mobility Contract #4400004480		

Pomeroy will perform the reporting including:

**Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:

**Sales report**, which includes, at a minimum:

- Agency Information: Identifying information for the Commonwealth agency.
- Maintenance/Services Information: Detailed description of the maintenance/services being performed.
- Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
- Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
- Invoice Information: Invoice information for the associated order.

**Problem and response report**, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.

**Outstanding issues summary report**, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.

**Quarterly summary report**—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and Contractor’s recommendations for the Commonwealth.

**Detailed SLA metric report**—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence

Moreover, Pomeroy prides ourselves on **ad hoc** requests from OA and other agencies. Please see actual/sample sales reports below:

OEM	SKU	DESCRIPTION	TY
HP	PNR1S1SSM160SFP	SFP transceiver for 10 Gbps SFP port short range 1000BASE-SFP or PSM160	6
HP	PNR10SR1SSM160SFP	PNR10R CheckPoint 10 Gbps 1000BASE-R SFP transceiver	4
HP	PNR1S1SSM160SFP	SFP mini Module For Data Networking Optical Network 1000BASE-SR1 Gbps	1
HP	PNRSM530503	Check Point internal hard drive	1
HP	PNR10SR	Check Point SFP transiever for 10 Gbps short Range 1000BASE-SR	5
HP	PNRERPRSE MFP M630	HP ENERPRSE MFP M630	6
HP	PNR51	ScanJet 5000 s3 Sheetfed Scanner 600 dpi optical 4 color Duplex Scanning SS	
HP	PNR30	HP ScanJet Et Flow 3000 sheet scanner	4
HP	PNR5501	HP OfficeJet 150 Mobile Ink Printer 511 Release Date/1	3
HP	PNRE66	HP LaserJet M605n Laser Printer 1000 1000 dpi Print 600 sheets input SS	45
HP	PNR006400001	RealPresence Group 6000p with EagleEye 1 camera video con	13
HP	PNR003130001	RealPresence 6000 video conferencing kit	15
HP	PNRMR0000R	RM 6000 Multimedia Conferencing Platform	1
HP	PNR0063530001	RealPresence 300 video conference kit	35
HP	PNR000005001	PNR00M HP E 6000 HP E E E	11
HP	PNR311315	HP E 311315 R E N ER	30
HP	PNR331150	HP E Port 40 Simple Port Replicator 30 HP Cell Mobile Precision customer kit	1
HP	PNRSPM	HP 4 ProSupport Mission Critical Poweredge 300	1
HP	PNR311304	HP E 6 R E N ER	5
HP	PNRE316	HP E E 316 3" 16 10 E 5MS	4
HP	PNRNP1R	3 N PEN N N ENN	5
HP	PNR004000001	Freedom S Non iFi PS Receiver	5

Pomeroy Response  
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 June 29, 2018

OEM	SKU	DESCRIPTION	TY
VERIFER PBR	S0005036	BARNES MFE FEM EENS OFMM SRES	5
RONSENRO	60640503	ransentra company ImageTrac 6400 Straight Pat 3 Pockets	3
FSS	P03600505	Fuitsu Fi0000 Sheeted/Flatbed Scanner 600 dpi Optical	303
FSS	P03600005	Fuitsu Fi0100 Sheeted Scanner 600 dpi optical 4bit color 4bit grayscale SS	6
FSS	P035400001	Fuitsu Scanner Take Roller	13
FSS	P036560005	Fuitsu ScanSnap i500 Sheeted Scanner SS	
FSS	FP00P404P	Fuitsu iig capacity Main lithium ion battery lithium ion ion	5
SS	SE0060	ocking Station 600 Series SE0060 with Qual PassThrough Antenna & Power Supply	3
SS	MM13	SS SS M N M N F/F R P E	4
SR EENES	S0004065	M R Toner cartridge for S0030ield1k	156
SR EENES	1010000010	aser Printer capacity 650 sheets 100 100 dpi up to 55 ppm	156
SR EENES	1010000000	SR E SE RE M R S15	1
P	SM1500RM	P SM R PS 1500	3
P	P630	P PS NE R M N EMEN R	10
P	SM000RM	P SM R PS 000 RM 10	4
P	SM3000RM	P SM R PS 3000 RM 10	1
P	SM3000RM	P Smartups SM3000RM 3000	1
N	154	Nikon 50 4.3 Megapixel digital SR camera with Lens 4 mm 10 mm	5
N	415N	Nikon S5000 F Speedlight	5
N	1	Nikon 60mm 1:2.8 E F S Micro Nikkor lens 100 60mm 1:2.8	5
N	641	Nikon 130 130 Waterproo digital camera Black	1
N	N10410	Nikon 10 SR camera with 410mm lens Deluxe kit	1
M SSEMS		Serial extension cable 6 ft P	5
M SSEMS	FP53	Fused Power cable Power cable P	5
M SSEMS	M06N3	Multiconnect Cell 100 Series M06N3 1R Modem RS3w/o accessories	5
F5 NE RS	F5M4000S	F5 P Local Traffic Manager 4000s load balancing device	5
F5 NE RS	F5P SFP	Proline F5 F5P SFP R compatible 10SE SR MMF 50NM 300M SFP	4

Pomeroy Response  
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OEM	SKU	DESCRIPTION	TY
F5 NE	F5P400 4000	Networking GigE Single Power Supply for 4000S 4000 Field Upgrade	3
M	5000000	MS F FE M S E M S	4
M	P000000	MS S RF E R M SE F/S RF E	3
M	3M00001	MS S RF E PR 3 S S N	
M	4000000	MS F FE M 3000 E M S	4
M	M0000001	MS S RF E 3 S N S N	
S	NE	Outlet 400 Network Surge	1
S	R	Electric Sealed Lead Acid Battery	101
S	R001	Replacement Battery 1	5

Please see actual/sample SLA reports below:

Quarterly SLA Summary Report

Agency	1			2			3			4		
	Y	N	SLA Made	Y	N	SLA Made	Y	N	SLA Made	Y	N	SLA Made
State	100	0	100.0%	100	0	100.0%	14	0	100.0%	3	0	100.0%
EP	5	0	100.0%	5	0	100.0%	4	0	100.0%	46	1	97.8%
	160	6	96.4%	14	4	71.4%	15	1	93.4%	1	1	50.0%
P	5	1	83.3%	51	0	100.0%	54	0	100.0%	6	0	100.0%
Health	111	0	100.0%	100	0	100.0%	10	0	100.0%	51	0	100.0%
Insurance	15	0	100.0%	100	0	100.0%	10	0	100.0%	10	0	100.0%
Yocera	115	0	100.0%	5	0	100.0%	31	0	100.0%	6	0	100.0%
&	106	4	96.2%	1	0	100.0%	4	3	57.1%	3	5	37.5%
	100	0	100.0%	1	5	16.7%	6	0	100.0%	36	1	97.2%
Penndot	155	0	100.0%	3	4	42.9%	3	4	42.9%	3	3	50.0%
Revenue	41	0	100.0%	31	0	100.0%	3	0	100.0%	1	0	100.0%
State Police	1	1	50.0%	14	0	100.0%	1	1	50.0%	13	3	76.9%
NR	50	1	98.0%	36	0	100.0%	45	0	100.0%	1	0	100.0%
Historical Museum	14	0	100.0%	1	0	100.0%	1	0	100.0%	1	0	100.0%
P Turnpike Comm	1	0	100.0%	4	0	100.0%	1	0	100.0%	4	0	100.0%
aming	6	0	100.0%	5	0	100.0%	3	0	100.0%	1	0	100.0%
Executive Offices	16	0	100.0%	15	1	93.3%	15	0	100.0%	1	0	100.0%

Pomeroy Response  
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Agency	1			2						4		
	Y	N	SLA Made	Y	N	SLA Made	Y	N	SLA Made	Y	N	SLA Made
P	11	0	100.0	3	0	100.0	6	0	100.0	3	0	100.0
MM & E Development		0	100.0		0	100.0	0	0	100.0		0	100.0
PEM	3	0	100.0		0	100.0	1	0	100.0	0	0	100.0
Education	1	0	100.0		0	100.0	14	0	100.0	10	0	100.0
Fis & Home Commission		0	100.0		0	100.0	4	0	100.0	0	0	100.0
Military & Veterans Affairs	4	0	100.0		0	100.0	6	0	100.0	10	0	100.0
Environment Learning Board	1	0	100.0	0	0	100.0	0	0	100.0	0	0	100.0
Budget	4	0	100.0	0	0	100.0	1	0	100.0		0	100.0
Agriculture		0	100.0	1	0	100.0		0	100.0	1	0	100.0
EP	1	0	100.0	0	0	100.0	0	0	100.0	0	0	100.0
Banking	5	0	100.0		0	100.0	4	0	100.0		1	100.0
M Marketing	1	0	100.0	0	0	100.0	0	0	100.0	0	0	100.0
P Municipal R System	1	1	50.0		0	100.0	0	0	100.0	0	0	100.0
EP	5	0	100.0	5	0	100.0	4	0	100.0	46	1	100.0
S		0	100.0	1	0	100.0	5	0	100.0		0	100.0
PSERS	5	0	100.0		0	100.0	11	0	100.0		1	100.0
SERS	5	0	100.0	11	0	100.0	6	0	100.0	14	1	100.0

Monthly ad hoc reports such as this SLA reports are available upon request.

Agency	Y	N	January SLA Percentage Made
State	15	1	93.3
IN	1	0	100.0
Agriculture	1	0	100.0
Banking		0	100.0
MM & E EPMEN		0	100.0
NR	10	0	100.0
EP	1	0	100.0
S	0	0	100.0
	6	1	83.3
P		4	0.0
Education	3	0	100.0

Agency	Y	N	January SLA Percentage Made
Executive Offices	11	0	100.0%
Fiscal & Boat Comm	0	0	100.0%
COMIN	1	0	100.0%
ERNRS FFE	0	0	100.0%
Health	3	4	50.0%
Historical Museum	0	0	100.0%
Insurance	6	0	100.0%
Pryocera	5	0	100.0%
&	4	0	100.0%
	0	4	50.0%
Military & Veterans Affairs	3	0	100.0%
MOREN	1	0	100.0%
PMNPRRM	0	0	100.0%
SEM	0	0	100.0%
Treasury	0	0	100.0%
RNP E MM	4	0	100.0%
Penndot	0	0	100.0%
P	0	0	100.0%
PSERS	0	0	100.0%
P	0	0	100.0%
Revenue	1	0	100.0%
SERS	3	0	100.0%
State Police	6	1	40.0%

Pomeroy will interactively conduct Quarterly Business Reviews face to face with COPA. Refer to the attachment labeled **Pomeroy IT HW QBR Sample Report**. This sample represents the QBR reports that Pomeroy routinely performs with other Commonwealths/States.

**C. Additional Reports:**

Additional reports may be added, or removed, by the Commonwealth at any time.

**Offeror Response**

Pomeroy understands and agrees that additional reports may be added or removed by the commonwealth at any time. There may be a charge (T&M) to create customized reports for the Commonwealth.



## LETTER FOR CHANNEL PURCHASING

**Date:** June 28, 2018

**To:** Commonwealth of Pennsylvania

**Bid Number  
or Project  
Name:** Pennsylvania Networking Equipment & Related Services / RFP 6100045034

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, Pomeroy IT Solutions Sales Company, Inc. is a Gold certified Cisco channel partner and that Cisco and Pomeroy IT Solutions Sales Company, Inc. have entered into an agreement for the purchase and resale of Cisco Products and/or Services (the "**Agreement**").

This means that Pomeroy IT Solutions Sales Company, Inc. has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in USA as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. [This information is accurate as of the date appearing at the top of this certificate.][This information is accurate as of the date appearing at the top of this certificate and shall be valid for six (6) weeks from such date.]

If you need any additional information, please do not hesitate to contact Dan Burkholder at [dburkhol@cisco.com](mailto:dburkhol@cisco.com) .

A handwritten signature in black ink, appearing to read "Phil Lozano".

Phil Lozano, Director, Finance

**Cisco Systems, Inc.**



June 18, 2018

Pomeroy IT Solutions Sales Company, Inc.  
5072 Ritter Road, Suite 106  
Mechanicsburg, PA 17055

RE: Authorization Request for Pomeroy IT Solutions Sales Company, Inc.

To Whom It May Concern,

This letter is to certify that Pomeroy IT Solutions Sales Company, Inc. is a Dell authorized reseller participating in the Dell EMC Partner Program<sup>1</sup>). This relationship authorizes Pomeroy IT Solutions Sales Company, Inc. to resell Dell EMC products and services in accordance with the Dell Reseller Terms of Sale, and the Dell Partner Program Agreement.

We look forward to doing business with you.

Warm regards,

Signature: Kevin Bromley  
Kevin Bromley (Jun 18, 2018)

Email: kevin\_bromley@dell.com

Kevin Bromley  
Contract Senior Advisor  
Dell Legal, Global Commercial Channels

---

<sup>1</sup> This letter is not an authorization to resell Dell EMC products to Commercial Federal end-users or to end-users prohibited by the Dell EMC Partner Program Agreement, the Dell Reseller Terms of Sale, Partner's existing EMC Channel Purchase Agreement, or any reseller terms applicable to products from a Dell EMC Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended (collectively, "Federal End-Users") or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business, as approved by Dell.



June 13, 2018

Joseph M. Millovich  
Commodity Specialist & ITQ Administrator  
PA Department of General Services  
Bureau of Procurement  
555 Walnut Street, 6th Floor, Forum Place  
Harrisburg, PA 17101

Dear Mr. Millovich:

Pomeroy is authorized to provide Extreme's networking equipment and other related services to the Commonwealth.

Sincerely,



Matt Kilianski  
Regional Partner Account Manager  
[MKilianski@Extremenetworks.com](mailto:MKilianski@Extremenetworks.com)  
M: 937-477-4782  
ExtremeNetworks.com  
**Customer-Driven Networking**<sup>™</sup>



# Hewlett Packard Enterprise

Hewlett Packard Enterprise Company  
3000 Hanover St  
Palo Alto, CA 94304  
USA



June 14, 2014

## Pomeroy IT Solutions Sales Company Inc

Pomeroy  
1000 PEERSBORO RD  
EAST RUTHERFORD NJ 07073  
PE Partner Agreement #P1-665417

To whom it may concern

Pomeroy IT Solutions Sales Company Inc is an HP Enterprise / Aruba Authorized Partner in the Software includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all open products from an authorized PE OS commercial distributor or resale to end user customers in the US.

**Pomeroy IT Solutions Sales Company Inc** holds the following additional authorizations:

- Application Delivery Management
- Selected Products
- Information Management & Governance
- Operations Management
- Shipping Point

Pomeroy IT Solutions Sales Company Inc has been an PE Enterprise Group E-Service Delivery Partner since 7/15/200

PE E-Service Delivery Partners are authorized to deliver warranty and PE Care Pack Services on Industry Standard Servers. PE Storage and Networking products provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

PE Point of Contacts for Partner Authorization verification are listed below:  
Support Team: MSPartnersupport@pe.com / 1-800-666-14

Customers can also locate or confirm partners through the PE Partner Locator at <http://findapartner.pe.com/>

Sincerely,



\_\_\_\_\_  
 Johnny Valverde  
 Hewlett Packard Enterprise  
 Supply Chain & Operations  
 Global Data Quality Manager



VMware, Inc  
3401 Hillview Avenue  
Palo Alto, CA 94304 USA

650.450.5000 main  
650.450.5001 fax

[www.vmware.com](http://www.vmware.com)

**VMware Authorized Partner Letter**

**12 July 2018**

**To Whom It May Concern,**

VMware, Inc is a company organized and existing under the laws of Delaware with its principal place of business at 3401 Hillview Avenue, Palo Alto, California ("VMware"). VMware hereby confirms that as of the date above, **Pomeroy IT Solutions** is an authorized **Solution Provider and Premier Level** partner of VMware. As such, this Partner is authorized to resell VMware products and services to end user customers in the **United States** as per the terms and conditions of the existing agreement between the Partner and VMware.

**For VMware, Inc ,**

Maria Lia  
Sr Contracts Administrator

## RENE FEITELSON

11 Wynedd View Road  
North Wales PA 19454

15 1 3505

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### SUMMARY

Highly successful **Senior Systems and Storage Architect** with expertise in complex system design and implementation incorporating performance, high availability, virtualization and architecture best practices. Well respected technical contributor, project leader, mentor, trusted advisor. Excellent professional documentation and presentation skills. Applies extensive experience to deliver innovative solutions.

- **High Availability Design and Implementation**
- **Performance Analysis and Capacity Planning**
- **System and Storage Design and Consolidation**
- **Virtualization technologies**
- **Client Relationships: Trusted Advisor**
- **Mentoring and Instruction**
- **Reliable and supportable architectures**

**Premier Systems LTD, Blue Bell PA**

**4/2007 – present**

#### **Senior Technical Consultant**

Designs new server and storage architectures for new customers and addition in infrastructure for existing environments. Advises customers on the most effective and cost-effective infrastructure designs that accommodate growth, allow for optimal performance and are easy to manage. Technical delivery lead in the implementation of new technologies, servers, storage, performance design and turning capacity planning, high availability, virtualization, disaster recovery. Mentors customers on best practices in systems and storage management procedures.

- Generates new and repeat business for Premier Systems, contributing to increased revenue and profitability, resulting in excellent customer satisfaction.
- Mentors other Premier Systems consultants and Sales teams on state-of-the-art architectures and management practices.

**GMAC Mortgage, Porsdam PA**

**1/2006 – 2/2007**

**Electronic Data Systems (EDS) at GMAC Mortgage, Porsdam PA**

**10/2002 – 12/2005**

#### **Senior Systems and Storage Architect, Midrange Services Department**

Designed and lead major server and SAN-based storage consolidation projects of applications between geographically dispersed data centers. Lead server technology refresh project. Architected and implemented high availability for GMAC Mortgage's entire complement of production applications. Deployed SAN-based storage for all data bases and applications. Monitored performance and provided performance and capacity planning advice for major applications, data bases and servers. Provided production support for 50 HP and Sun UNIX servers. Architecture and support technical lead for six HP Superdome complexes. Mentored more junior Midrange Services team members.

- Saved millions of dollars in downtime due to high availability designs.
- Significantly improved server and storage infrastructure supportability due to well designed, well documented architectures.
- Migrated data bases and applications with little or no application downtime.
- Trusted advisor / business unit liaison to insure that infrastructure designs aligned with the needs of the company.

**HEWLETT-PACKARD COMPANY, King of Prussia PA**

**1/1980 – 8/2002**

**Senior Solution Architect, Superdome Detail Designs**

**2001 – 2002**

**RENE FEITELSON**

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Performed functional and technical design of large Superdome architectures including storage and SANs documented P partitioning architectures networking power su systems and operating system configurations

- Streamlined factory configuration of large architectures per best practices design criteria Facilitated custom configurations to be built in same time frames as generic systems
- Significantly improved customer satisfaction of new systems Shortened time frames to deploy applications on new architectures
- Selected to mentor colleagues in system designs that incorporate high availability and performance Increased department knowledge and customer satisfaction

**Senior Technical Consultant, High Availability Specialist**

1992 – 2002

Worked with customers to identify and define requirements for system and application availability for planned and unplanned downtime designed and implemented system architectures that eliminated Single Points of Failure quickly and efficiently handled failovers provided excellent performance and were easy to administer Mentored customers on best practices of high availability and system management

- Reduced application failure and recovery times from hours to minutes
- Reduced customer exposure to data corruption due to undetected failures to virtually zero
- Improved application uptime increased customer productivity and competitiveness in the marketplace
- Improved customer maintenance procedures virtually eliminated downtime windows
- Increased customer confidence and proficiency in managing their own environments
- Co-founder and leader of Hewlett-Packard High Availability Learning Community

**Senior Technical Consultant, Systems Performance Specialist**

1984 – 2002

Performed detailed performance analysis troubles shooting and tuning of N MPE and N systems including large Oracle data base servers email servers web and middle tier application servers conducted capacity planning studies of single and multi system environments to align processing capacities with projected business and application growth Mentored customers on performance analysis techniques

- Consistently provided timely system sizing information allowed customers to stay ahead of their business growth and provide excellent application and end user performance
- Significantly improved application response times by identifying system performance bottlenecks and recommending changes
- Identified target opportunities for server and storage consolidation to reduce data center and administrative resources and lower total cost of owners ip of infrastructures
- Co-founder and leader of Hewlett-Packard Performance Learning Community

**Technical Consultant, Operating System Planning and Support**

1982 – 1992

Provided operating system and software release planning and support to contractual support customers installed and configured operating systems and software products Provided infrastructure and business consulting developed and maintained trusted advisor relationships with customer base

**EDUCATION**

**BS, Math and Computer Science**  
**Junior Year Education Abroad Program**

University of California Los Angeles  
University of Reno Reno Reno France

**PROFESSIONAL ORGANIZATIONS**

Computer Measurement Group MM

# TRICIA SAMBRANO

## SUMMARY

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Customer focused senior consultant with proven experience in architecting and delivering successful solutions from complex environments to simple changes to ensure the highest level of satisfaction for the customer.

## EXPERIENCE

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### **2004-Present Premier Systems Ltd**

**Blue Bell, PA**

#### *Senior Consultant*

- ◆ In managing projects, facilitate seamless communications to various project team members from upper management through to the technical staff performing the work. Ability to bridge the gap ensuring a full understanding of business needs, technical requirements and strategies for all on the team.
- ◆ Architected numerous and varied solutions for customers to provide the best fit results that adhere to best practices.
- ◆ Provide ongoing support for customers' VMware environments including coordinating firmware updates, VMware updates, problem resolution assistance for the clusters.
- ◆ Provided consultancy to large pharmaceutical client through various architectural, project management and implementation roles for over 10 years. Architecture and implementation of their Harmony/Symphony infrastructure project especially their VMware/RHEL environment from development through to the production environment. Responsible for analysis of business requirements and design of hosting solutions using reference architecture. Utilized ITIL methodology to improve quality and reduce costs within an outsourced IT delivery model. Projects included net-new and upgraded infrastructure for the hosting product set, including servers, storage, networking and data centers. Implemented the Americas hr.1 infrastructure system. Provided ongoing updates to the Americas mySAP continental cluster configuration.
- ◆ Provided consultancy on various clients' data protection strategy. Various backup products evaluated and implemented such as HP Data Protector, Symantec NetBackup, various D2D products, tape libraries, etc.
- ◆ Performed various UNIX installations and configurations utilizing partitioning and virtualization options such as VMware, IVM, vpars and npars.
- ◆ Orchestrated and performed various migrations for many clients to upgrade the OS or geographic move of complex clusters and environments.
- ◆ Designed and implemented high availability solutions for mission critical Oracle RAC databases for an insurance organization using MC/Serviceguard CFS for Oracle RAC.
- ◆ Performed numerous Linux, VMware and HP-UX installations, administrations and upgrades.

### **2002-2004 Sambrano Consulting, LLC**

**Lansdale, PA**

- ◆ Designed and implemented high availability solutions for mission critical Oracle and Sybase databases for a health care organization.
- ◆ Implemented an OpenView Operations solution to support multiple servers using OSSPI, DBSPI (Oracle and Sybase), and MWA for a health care organization.
- ◆ Performed a performance review and capacity planning of a member database system to allow for new memberships in the coming year for a health care organization.
- ◆ Migrated various ServiceGuard clusters to new servers and storage.
- ◆ Migrated an OmniBack installation from 4.x to Data Protector 5.x for an educational institution.
- ◆ Perform administration tasks as part of the HP-UX admin team at an insurance company.

### **1995-2001 Idea Integration**

**Plymouth Meeting, PA**

*Senior Staff Consultant*

- ◆ Designed and implemented high availability solutions for various clients.
- ◆ Implemented network and systems management solution for various clients.
- ◆ Performed various systems management functions including backup solutions, performance monitoring, systems administration and systems monitoring.
- ◆ Performed operating system migrations.
- ◆ Provided pre-sales technical support for product sales account managers, architecting systems solutions for clients including interfacing with vendors and distributors.

**1994-1995      Softmart, Inc.**

**Exton, PA**

*Systems Architect*

- ◆ Designed and developed workflow applications for various clients nationwide.

**1991-1994      McNeil Consumer Healthcare**

**Fort Washington, PA**

*Analyst*

- ◆ Designed and implemented workflow application for I/T Operations.
- ◆ Primary administrator for the company-wide backup solution.
- ◆ Provided support and maintenance for the company network.

EDUCATION

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B.S., Computer Science

Drexel University

Philadelphia, PA

TRAINING / CERTIFICATIONS

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RedHat Administration Trained

VMware Trained

HP ASE - Server Solutions Architect V2

AIS - HP Operations Orchestration v9

HP Master ASE - Storage Solutions

# STEPHEN M. REESE

149 Inverness Drive, Blue Bell, PA 19422  
610-306-3175  
Stephen.Reese@pscltd.com

## QUALIFICATIONS SUMMARY

Top-achieving, results-oriented leader with more than twenty-five years of increasingly responsible sales/marketing/consulting management experience. Led entry into new markets, forged new products development and increased sales and profits significantly. Developed and implemented strategic plans including penetration of European market. Exercised P&L product line responsibility. Instituted quality circles and comprehensive sales training programs with proven results. Recognized leadership, communications and management skills. Software Management Experience at Senior Levels with proven results. Utilizes leadership, communication and interpersonal skills to build teams that meet/exceed goals.

## EXPERIENCE HIGHLIGHTS

**Strategic Planning:** provided hardware/software/consulting solutions to Educational, Government and Commercial Markets with excellent success resulting in over achievement of goals established.

**Project Manager** – Consulted & Implemented: ERP Applications; CRM Applications; APS-Advance Planning & Scheduling; Workforce Optimization; Service Management; ISO9001:2008 Certification; E-business; Other qualifications include: team building, budget management, project scope design, customer relationships.

## Employment History

Premier Systems Sales, LTD	2001 - Present
MAPICS INC – VP Strategic Accounts	1999 – 2001
TRW – Sales Director for Software & Consulting	1997 – 1998
QAD Inc – Regional Sales Manager	1993 – 1997
Dynamet Inc, Division Carpenter Technology – General Sales Manager	1989 – 1992
Wisconsin Centrifugal Inc – Regional Sales Manager	1984 – 1989
Ampco Metals, Div of Ampco Pittsburgh Corp- Regional Sales Manager	1978 – 1984

## Education

- Temple University, Philadelphia, PA  
Masters Business
- Indiana University of PA, Indiana, Pa  
BS in Business Distributive Educations

## Professional Engagements

- APICS Lectures: Theory of Constraints
- Published Articles in Manufacturing
- Guest Speaker at Regional User Groups





# Bringing open networking to the enterprise with Dell EMC Networking solutions

In today's data center, rapid increases in virtualization, cloud deployments and big data analysis have created new challenges as organizations look to build IT infrastructures that meet today's and tomorrow's business demands.

The Dell EMC vision of the new data center networking model is an open ecosystem in which organizations can take their pick from innovative, industry-standard network applications, network operating systems and network hardware.

Open networking solutions enable IT managers to build an application-agnostic infrastructure and simplify data center management with standard automation tools and standards-based open platforms. Organizations can leverage open-source tools and expertise to minimize costly engineering overhead and help reduce the time and effort required to design, provision and manage networks.

## Why Dell EMC Networking?

### Industry Leader

First vendor to offer the disaggregated networking model, continuing to disrupt the industry with software-defined storage, computing and networking

### Innovative Products

Rapid execution model with a rich product pipeline that leads the industry in delivering networking systems with state-of-the-art technology

### End-to-End Solutions

Exceptional solutions encompassing best-in-class servers, storage and networking products with global services and reach

## Dell EMC Networking Product Portfolio Guide

- 2 Active fabric solutions and data center switches
- 4 Campus chassis switches, campus LAN aggregation and access switches
- 5 Wireless networking
- 6 Data center open networking
- 7 Get started with Dell EMC Networking

# Leaf/Spine Fabric

Cost-effective fabrics for cloud and virtualized data centers of any size  
 Dell EMC offers a family of high-performance, cost-effective networking solutions to interconnect server, storage and software elements in cloud and virtualized data centers. Leaf/spine fabric solutions comprise low-power, high-throughput 1-100GbE switching platforms equipped with fully-featured Layer 2/3 multi-path fabric technology, DCB options for SAN/LAN convergence and software-defined networking.

## Leaf/Spine Fabric Solutions

(Two or four node configurations combined with top-of-rack and blade I/O elements)

- 10G leaf/spine (modular): LAN and SAN (FC, FCoE, RoCE, iSCSI) using the S5000
- 1-100GbE leaf/spine : Using Z9100-ON, S6100-ON, S6010-ON, S5248F-ON, S5048F-ON, S4200-ON, S4100-ON, S4048-ON, S4048T and S3048 systems

# Redefining fabric economics

Internal analysis demonstrated that Dell EMC leaf/spine architectures are more cost effective and space saving compared to the traditional modular Cisco Nexus chassis. The leaf/spine fabric design delivers the same throughput density, saving up to 77% less power, up to 68% less space and up to 59% less costs overall.<sup>1</sup>

# Data Center Top-of-Rack and Fabric Switches

Speed	Model	Overview	Capacity and ports	Data Center Core	Aggregation / Layer 3	Top-of-Rack	Features	PoE / PoE+	Stacking (maximum stack)	Open Automation <sup>1</sup>	iSCSI optimization <sup>2</sup>	Hot-swap power	Redundant power	Airflow option <sup>3, 4, 5 or 6</sup>	Warranty <sup>7</sup>
25, 40, 50, 100 GbE	Z9100-ON	10/25/40/50/100GbE fixed open networking fabric switch for high performance environments.	6.4 Tbps 32 ports 100GbE (QSFP28), 32 ports 40GbE, 64 ports 50GbE, 128 ports 10GbE (w/breakout) or 128 ports 25GbE. Two additional 10GbE SFP+ ports.	●	●	●		-	✓	✓	✓	✓	*3	1 yr	
	S6100-ON	10/25/40/50/100GbE fully modular open networking top-of-rack switch.	6.4 Tbps Choice of up to 32 ports of 100GbE (QSFP28), 32 ports of 100GbE (QSFP28 and CXP), 64 ports of 50GbE (QSFP28), 64 ports of 40GbE (SFP+), 128 ports of 25GbE (SFP28) or 128 ports of 10GbE (w/breakout) and two fixed SFP+ ports of 10GbE/1GbE/100MbE.		●	●		-	✓	✓	✓	✓	✓	1 yr	
	S6010-ON	High-performance 10/40GbE top-of-rack open networking switch	2.56 Tbps 32 ports 40GbE QSFP+ or 96 ports 10GbE (w/breakout). Eight additional 40GbE QSFP+ ports.		●	●		-	✓	✓	✓	✓	✓	1 yr	
	S5148F-ON	Programmable high-performance switch with native 25G ports and 100G fabric ports	3.6 Tbps 48 ports of 25GbE (SFP28) and 6 ports of 100GbE (QFSP28)		●	●		6	✓	✓	✓	✓	*3	1 yr	
	S5048F-ON	High-performance switch with native 25G ports and 100G fabric ports	3.6 Tbps 48 ports of 25GbE (SFP28) and 6 ports of 100GbE (QFSP28)		●	●		6	✓	✓	✓	✓	*3	1 yr	
	S4248FB-ON	Full function high-performance switch with 10/40GbE ports and multi-rate 100GbE ports	1.6 Tbps 48 ports of 10GbE (SFP+), 2 ports of 40GbE (QFSP+) and 6 ports of 100GbE QSFP28		●	●			✓	✓	✓	✓	*3	1 yr	
	S4248FBL-ON	High-performance switch with 10/40GbE ports, multi-rate 100GbE ports and deep buffers and tables	1.6 Tbps 48 ports of 10GbE (SFP+), 2 ports of 40GbE (QFSP+) and 6 ports of 100GbE QSFP28		●	●			✓	✓	✓	✓	*3	1 yr	

● Recommended deployment

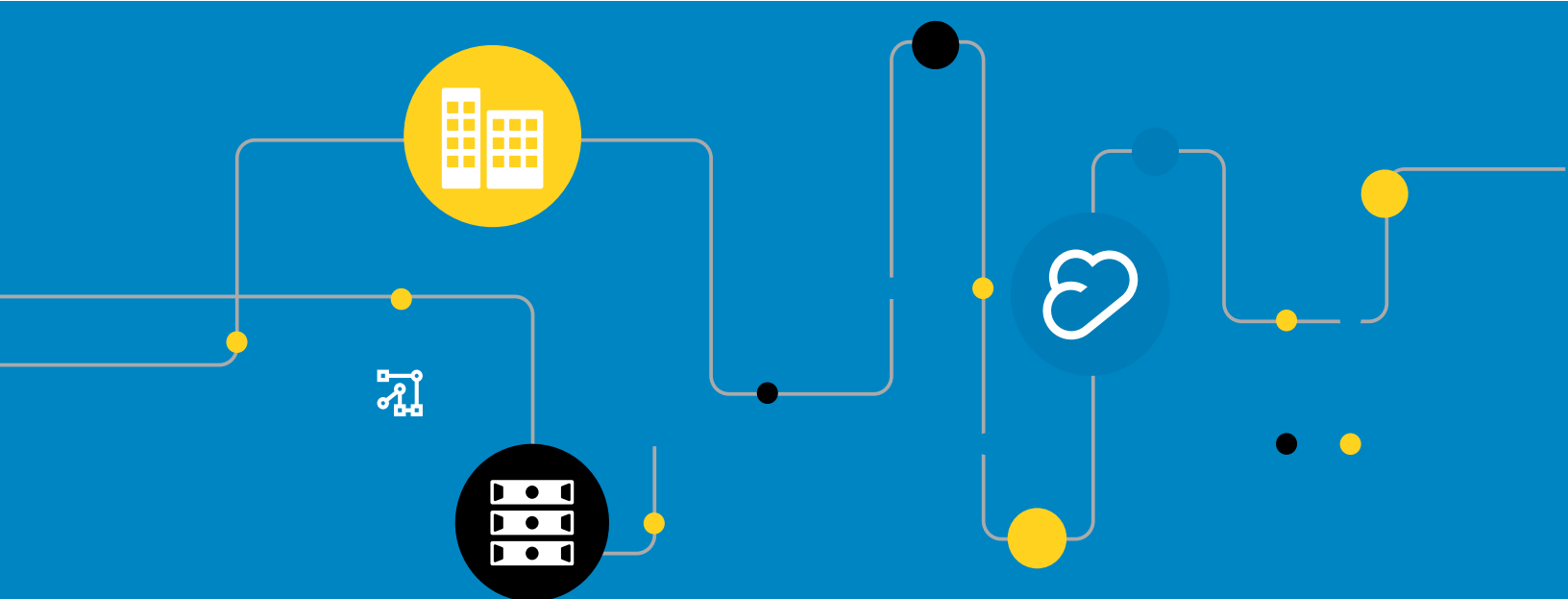
<sup>1</sup> Analysis consisted of one Cisco Nexus 7010 chassis with five F248XP line cards combined with eight Nexus 5596 switches for a total of 384 ports of 10GbE compared to eight Dell S4810 switches and two Dell Z9000 switches providing the same exact throughput capacity.  
<sup>2</sup> (1) Open Automation is an integrated software suite of advanced network management tools to automate data center processes and hypervisor switch communications. See page 5 for details. (2) iSCSI optimization automatically configures QoS policies for Dell storage arrays. (3) Air flow direction (front to rear or rear to front) must be selected upon ordering. (4) Side-to-side airflow. (5) Air flow moves from front ports and side towards back. (6) Fan less models available. Power-over-Ethernet (PoE/PoE+) available on select models. (7) Details pertaining to other Limited Hardware Warranties, visit Dell.com/Warranty. Life = Lifetime Warranty (hardware repair or replacement) for as long as you own the product. Info at Dell.com/LifetimeWarranty.

# Data Center Top-of-Rack and Fabric Switches

Speed	Model	Overview	Capacity and ports		Features										
					Data Center Core	Aggregation / Layer 3	Top-of-Rack	PoE / PoE+	Stacking (maximum stack)	Open Automation <sup>1</sup>	iSCSI optimization <sup>2</sup>	Hot-swap power	Redundant power	Airflow option <sup>3, 4, 5, 6</sup>	Warranty <sup>7</sup>
10GbE and 8/16/32 GbFC	S5000	Modular LAN/SAN fabric switch for Ethernet, FC and FCoE at ToR for true flexibility.	1.28 Tbps	Up to 48 ports inserted as 12 port modules and four fixed 40GbE ports.	●	●			6	✓	✓	✓	✓	*3	1 yr
	S4128F-ON S4128T-ON	High-performance switch with 10GbE fiber or copper ports and multi-rate 100G fabric ports	960 Gbps	28 ports of 10GbE (SFP+) or 10GbBaseT and 2 ports of 100GbE (QFSP28)	●	●				✓	✓	✓	✓	*3	1 yr
	S4148F-ON 4148T-ON	High-performance switch with 10GbE fiber or copper ports and multi-rate 100G fabric ports	1.76 Tbps	48 ports of 10GbE (SFP+) or 10GbBaseT, 2 ports of 40GbE (QFSP+) and 2 ports of 100GbE (QFSP28)	●	●				✓	✓	✓	✓	*3	1 yr
	S4148U-ON	High-performance, multi-functional switch with Ethernet and Fibre Channel ports	1.76 Tbps	24 ports of 10GbE (SFP+), 24 ports of 40GbE (QFSP+) and 4 unified ports of QSFP28 or FC8/16/32)	●	●				✓	✓	✓	✓	*3	1 yr
	S4148FE-ON	High-performance switch with 10GbE fiber ports, multi-rate 100G fabric ports and support for LRM optics	1.76 Tbps	48 ports of 10G (SFP+), 2 ports of 40GbE (QFSP+) and 4 ports of 100G (QSFP28)	●	●				✓	✓	✓	✓	*3	1 yr
	S4048-ON	High-density 10GbE open networking switch.	1.44 Tbps	72 ports 10GbE (w/breakout) and 6 ports of 40GbE (QSFP+)		●			6	✓	✓	✓	✓	*3	1 yr
	S4048T-ON	High-density, energy-efficient 10GBASE-T top-of-rack switch for high performance data center and computing environments.	1.44 Tbps	48 dual-speed 1/10GBASE-T ports and 6 ports of 40GbE (QSFP+)		●			6	✓	✓	✓	✓	*3	1 yr
1GbE	S3100	Power-efficient and resilient GbE switching solution with integrated 10GbE uplinks for advanced L3 switching for office and campus networks	260 Gbps	Up to 48 line-rate 1GbE ports of copper or 24 line-rate ports of fibre. Two combo ports for fibre/copper flexibility and two integrated 10GbE SFP+ ports. Up to 48 ports of POE+	●	●		P+	12	✓	✓	✓	✓	*5	Life
	S3048-ON	High-density 1GbE open networking switch.	260 Gbps	48 ports of 1GbE and 4 ports of 10GbE (w/SFP+ module)		●			6	✓	✓	✓	✓	*3	1 yr

● Recommended deployment

<sup>1</sup> Analysis consisted of one Cisco Nexus 7010 chassis with five F248XP line cards combined with eight Nexus 5596 switches for a total of 384 ports of 10GbE compared to eight Dell S4810 switches and two Dell Z9000 switches providing the same exact throughput capacity.  
<sup>(1)</sup> Open Automation is an integrated software suite of advanced network management tools to automate data center processes and hypervisor switch communications. See page 5 for details. <sup>(2)</sup> iSCSI optimization automatically configures QoS policies for Dell storage arrays. <sup>(3)</sup> Air flow direction (front to rear or rear to front) must be selected upon ordering. <sup>(4)</sup> Side-to-side airflow. <sup>(5)</sup> Air flow moves from front ports and side towards back. <sup>(6)</sup> Fan less models available. Power-over-Ethernet (PoE/PoE+) available on select models. <sup>(7)</sup> Details pertaining to other Limited Hardware Warranties, visit Dell.com/Warranty. Life = Lifetime Warranty (hardware repair or replacement) for as long as you own the product. Info at Dell.com/LifetimeWarranty.





## Campus Chassis Switches

The Dell EMC Networking C9010 network director is a next-generation, multi-rate capable modular switching platform designed for medium to large campus and mid-market data center networks. Based on an innovative architecture that merges core, aggregation and access layers into a single network infrastructure, the C9010 acts as a single point of control for the C1048P rapid access node, resulting in a streamlined, centrally managed foundation for mission-critical applications.

Model	Deployment	Capacity and ports
C9010	Medium to large enterprise campus and small to mid-sized data center networks	Choice of 24-port SFP+ line card, 24-port 10GBASE-T line card or 6-port QSFP+ line card
C1048		48 10/100/1000BASE-T PoE+ ports for user/server access, and two SFP+ uplinks for connectivity back to the C9010

## One Network

The Dell EMC campus networking portfolio of enterprise-class wired and wireless, next-generation management and industry-leading support combines into **One Network** designed to meet the needs of your business. Our cost-effective, future-ready solutions reduce complexity and integrate seamlessly into existing networks for flexible growth and investment protection.

## Campus LAN Aggregation and Access Switches

Speed	Model	Overview	Capacity and ports	Data Center	Aggregation / Layer 3	Edge / Layer 2	Branch office	Small office	Features	PoE / PoE+	Stacking (maximum stack)	Open Automation <sup>1</sup>	iSCSI optimization <sup>2</sup>	Hot-swap power	Redundant power	Airflow option <sup>3, 4, 5 or 6</sup>	Warranty <sup>7</sup>
10GbE	N4000	Scalable 10GbE Layer 3 Advanced switch with 40GbE port capabilities.	1.2 Tbps Up to 64 line-rate 10GbE ports per switch and up to 672 10GbE ports in a 12-unit stack with user port stacking at up to 320 Gbps. Hot swap expansion module supporting dual QSFP+ (8 x 10GbE), Quad 10GBaseT and Quad SFP+.	●	●					12	✓	✓	✓	*5		Life	
1GbE	N3000	Scalable GbE Layer 3 Advanced switch with energy-efficient design and PoE+ capabilities. ONIE (Open Networking) support available on N3132PX-ON.	260 Gbps Up to 48 line-rate 1GbE ports per switch and up to 624 1GbE ports in a 12-unit stack. Hot swap expansion module supporting dual SFP+ and dual 10GBaseT. Up to 48 ports of PoE+ and 32 ports of 60W PoE (N3132PX-ON).	●	●	●				P+	12	✓	✓	✓	*5	Life	
	N2000	Scalable GbE Layer 3 Standard switch with energy-efficient design and PoE+ capabilities. ONIE (Open Networking) support available on N2128PX-ON.	220 Gbps Up to 48 line-rate 1GbE ports per switch and up to 600 1GbE ports in a twelve-unit stack. Two integrated 10GbE SFP+ ports. Up to 48 ports of PoE+. 4 60W PoE ports on N2128PX-ON.		●	●	●			P+	12			E	*5	Life	
	N1500	Energy-efficient Layer 3 Lite switch with PoE+ capabilities for smaller fully managed networks	176 Gbps Up to 48 line-rate 1GbE ports per switch and up to 200 1GbE ports in a 4-unit stack. Four integrated 10GbE SFP+ ports. Up to 48 ports of PoE+.		●	●	●			P+	4			E	*5	Life	
	N1100	Energy-efficient L2 switch with PoE+ capabilities for smaller fully managed networks	176 Gbps 8, 24, 48 line-rate 1GbE ports and up to 192 1GbE ports in a 4-unit stack. Up to four integrated 10GbE SFP+ ports. Up to 24 ports of PoE/PoE+		●	●	●			P+	4						Life
10GbE	X4012 +	Smart managed Layer 2+ switch designed for small and medium businesses.	240 Gbps 10GbE 12-port fibre for aggregation and high speed server/storage attach.			●	●								*5 or *6	ELW	
1GbE	X1000 +	Smart managed Layer 2+ switch designed for small and medium businesses.	176 Gbps Compact 1GbE 8-port model w/PoE option. Half RU width 1GbE models with 26- and 18-port options.			●	●			P/ P+					*5	ELW	

+ Smart web managed     
 ● Recommended deployment

\* (1) Open Automation is an integrated software suite of advanced network management tools to automate data center processes and hypervisor switch communications. See page 5 for details. (2) iSCSI optimization automatically configures QoS policies for Dell storage arrays. (3) Air flow direction (front to rear or rear to front) must be selected upon ordering. (4) Side-to-side airflow. (5) Air flow moves from front ports and side towards back. (6) Fan less models available. Power-over-Ethernet (PoE/PoE+) available on select models. (7) Details pertaining to other Limited Hardware Warranties, visit [Dell.com/Warranty](http://Dell.com/Warranty). Life = Lifetime Warranty (hardware repair or replacement) for as long as you own the product. Info at [Dell.com/LifetimeWarranty](http://Dell.com/LifetimeWarranty).

## Wireless Networking

Aerohive wireless solutions are designed for the next-generation campus network. Aerohive access points feature built-in distributed control technology that provides enterprise scalability, advanced BYOD and security features without the need for controllers. Manage your network of Aerohive APs and Dell EMC Networking switches via HiveManager NG, a network management system that is available for public or private cloud deployment.

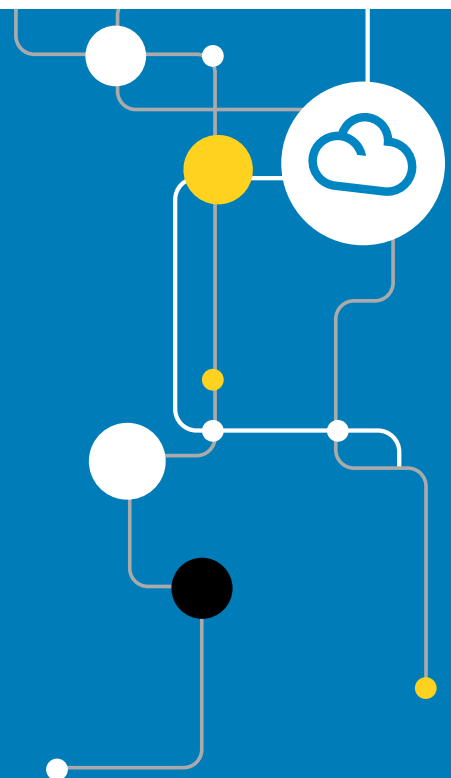
### Aerohive wireless access points

Model	AP122	AP130	AP230	AP250	AP245X	AP1130	AP550
Specifications	802.11ac 2x2:2 MIMO 867Mbps max rate	802.11ac 2x2:2 MIMO 867Mbps max rate	802.11ac 3x3:3 MIMO 1.3Gbps max rate	802.11ac Wave 2 3x3:3 MU- MIMO Software selectable radios 2.6Gbps max rate	802.11ac Wave 2 3x3:3 MU- MIMO 1.3Gbps max rate	802.11ac 2x2:2 MIMO 867Mbps max rate	802.11ac Wave 2 4x4:4 MU-MIMO Software selectable radios 3.64Gbps max rate
Security	Trusted Platform Module (TPM) Chip for hardware-based key storage and encryption						
Network interface(s)	1x GbE	1x GbE	2x GbE w/link aggregation	2x GbE w/link aggregation	2x GbE w/link aggregation	1x GbE	2x GbE w/link aggregation
PoE interface	802.3af	802.3af	802.3af and/ or 802.3at	802.3af and/ or 802.3at	802.3af and/ or 802.3at	802.3at	802.3af and/ or 802.3at
Other interface	N/A	N/A	USB	Integrated BLE and USB	Integrated BLE and USB	N/A	Integrated BLE and USB
Operating temp	0° to 40° C	0° to 40° C	0° to 40° C	0° to 40° C	0° to 50° C	-40° to 55° C	0° to 40° C
Environment	Indoor, plenum rated	Indoor, plenum rated	Indoor, plenum rated	Indoor, plenum rated	Indoor, plenum rated	Outdoor, waterproof (IP 67)	Indoor, plenum rated

## HiveManager NG Cloud-Based Network Management

HiveManager NG is a powerful cloud-based network management solution for Dell EMC Networking switches and Aerohive access points. This next-generation management system allows administrators to plan, configure and deploy their network within minutes and maintain control through an informative, user focused GUI. Key benefits include:

- Public or private cloud deployment options
- Flexible, cloud-based management
- Simplified deployment workflows
- Streamlined device and network configuration
- Centralized policy management
- Help desk-style troubleshooting interface



## Open Networking

Dell EMC Open Networking switch solutions are cost-effective and easy to deploy, providing a clear path to software-defined networking (SDN). Based on our dependable, award winning Z-Series and S-Series switch hardware and featuring a choice of third-party OS and software options, these solutions give you the power to transform your network and accelerate data-center innovation with simplified, high-capacity network fabrics.

All Dell EMC Open Networking switches support the open source Open Network Install Environment (ONIE) for zero-touch installation of alternate network operating systems including feature-rich Dell EMC Networking OS:

- **Dell EMC Networking OS9** – our scalable L2 and L3 Ethernet switching with QoS and a full complement of standards-based IPv4 and IPv6 features, including OSPF, BGP and PBR (Policy Based Routing) support
- **Dell EMC Networking OS10** – a Linux-based infrastructure operating system with initial enablement on open networking data center platforms. OS10 is designed for modern and transitioning IT organizations moving towards a DevOps operational model where agility and infrastructure automation are critical.
- **Big Switch Networks** – Big Switch Networks Big Cloud Fabric and Big Monitoring Fabric products package technology components into fabric solutions, bringing Software-Defined Networks advanced feature sets at competitive price points.
- **Cumulus Networks** – Cumulus Networks simplifies data center operations by delivering operating system products that run on industry standard Ethernet switches, converging networking into the architectural and supply chain model of compute and leveraging hundreds of existing management, automation and monitoring tools.
- **IP Infusion** – the de facto standard for software-defined networking. For more than a decade, tier one and two network equipment manufacturers (NEMs) have relied on IP Infusion's OCNos® network software platform to bring products to market faster, improve ROI, and differentiate from competitors.
- **Pluribus Networks** – A leader in performance-oriented network virtualization for private and public cloud datacenters, Pluribus Networks transforms how IT administrators deploy applications to realize productivity gains and enable new business models.

## Modular Infrastructure

Transforming your Dell EMC M1000e blade server enclosure

Blade interconnects capacity and ports	Model
1/10/40 GbE with four FlexIO modules (Layer 2/3)	MXL
1/10/40 GbE with four FlexIO modules (Layer 2)	PowerEdge M I/O aggregator
1/10 GbE with two FlexIO modules	M8024-k
10/100/1000Base-T Gbps ports plus 10 Gbps SFP+ (2 ports)	M6348
10/100/1000Base-T (4 fixed ports) and two FlexIO modules	M6220
8/16 Gbps FC (8 ports)	M6505

For the Dell PowerEdge FX2 modular-infrastructure platform

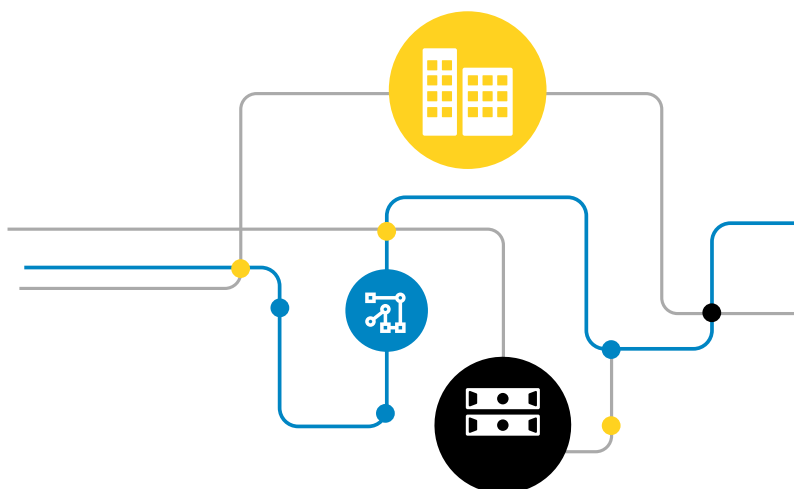
FN IO Modules capacity and ports*	Model
1/10GbE SFP+ (4 ports)	410s
1/10GbE 1/10GBase-T (4 ports)	410t
10GbE SFP+ (4 ports), or default 10GbE SFP+ (2 ports) and 2/4/8 Gbps Fibre Channel NPG mode and F_port (2 ports)	2210s

## Brocade Fibre Channel

Leading connectivity options for your SAN

Capacity and ports*	Model
8/16 Gbps, (48, 72 or 96 ports)	Brocade 6520
8/16 Gbps, (24, 36 or 48 ports)	Brocade 6510
8/16 Gbps, (12 or 24 ports)	Brocade 6505
4/8 Gbps, (8, 16, or 24 ports)	Brocade 300

\*All switches support multi-speeds.





# Dell EMC IT Lifecycle Services for Networking

Highly trained experts with innovative tools and proven processes, help you transform your IT investments into strategic advantages.



## Consult

When you're ready to strengthen an existing network or build a new open architecture, Dell EMC Network Consulting can help you make informed and confident decisions. Our consultants can analyze your multivendor environment using specialized diagnostic tools and deliver a comprehensive report and action plan to improve network performance.

### Application Performance Assessment

Look beyond the network. Our most comprehensive traffic analysis monitors end-users, apps, servers and devices to uncover the cause of performance degradation.

### Network Optimization Assessment

Monitor the health of your multi-vendor network with an in depth analysis and design review that can help you improve stability and performance of all connected devices.

### Network Topology Assessment

Gain better visibility of your network with an audit of all connected devices, configurations and device relationships to improve functionality and interoperability.

### Voice-over-IP Assessment

VoIP requires healthy network infrastructure and proper design. We can troubleshoot your existing platform or help guide the process of building a new one.

### Security Assessment

The network is under constant attack. Let our experts examine and uncover potential vulnerabilities in the firewall to enhance posture, reduce risk and facilitate compliance.

### Wi-Fi Surveys and Assessments

Great wireless connectivity requires security, performance and compliance. Dell EMC can guide you with a new Wi-Fi design or troubleshoot issues with Wi-Fi coverage.



## Deploy

Reduce costs, save time, and get new network technology up and running fast.

- Implementation planning and site readiness
- Installation and configuration of wired and wireless devices
- Multi-vendor integration and testing for networking



## Train

Ensure your staff builds the right skills for long-term success.

- Get certified on Dell EMC Networking technology and learn how to increase performance and optimize infrastructure
- Choose instructor-led or self-paced online training programs.



## Manage & Support

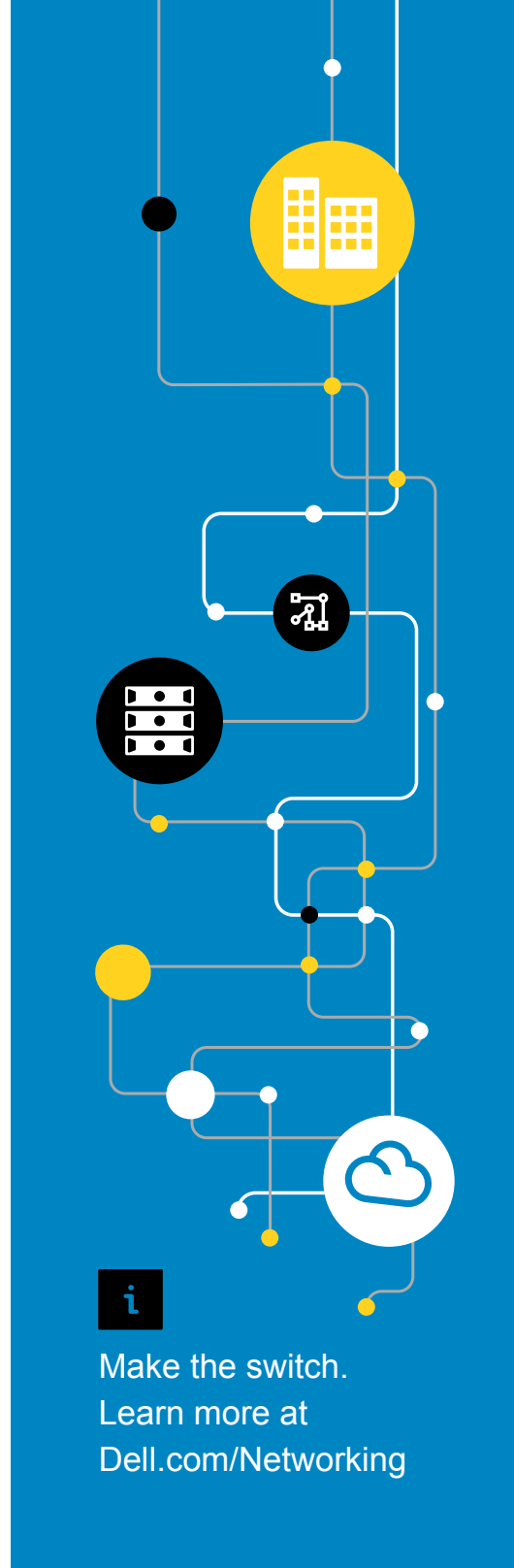
Spend less time resolving network issues and more time innovating.

- Access to technical experts 24x7x365
- Prevent downtime with automated remote monitoring enabled by Dell EMC Support Assist.
- Resolve multivendor networking challenges with collaborative third-party assistance.



## Transform & Retire

Dell EMC can help you resell or retire excess hardware while meeting local regulatory guidelines and acting in an environmentally responsible way.



Make the switch.  
Learn more at  
[Dell.com/Networking](https://Dell.com/Networking)

# Pomeroy Overview



# Quarterly Business Review - Attendees

## Dell Attendees:

- Innette Perry □ Sales Director
- Matt Day □ Program Manager

## Pomeroy Attendees:

- Tom Froman □ IT Public Sector
- Frank Ranko □ Director Field Services
- Tyler Mariani □ Sales Business Development Manager
- Corrie Munkittrick □ Sales Support Specialist
- Matthew Moore □ Technology Solutions Executive
- Dave Moor □ Technology Solutions Executive
- Gerald Rutledge □ Technology Solutions Executive

# Why are we here today

1 1

# Pomeroy Dell – Better Together

- **Dell Premier Large VAR Partner**
  - Top 20 Largest Dell Solution Providers in USA
  - 4M Annual Sales Revenue – 56 YoY
  - 2015 Pomeroy Growth Partner of the Year
- **Dell Solution Center Resources:**
  - Dell Business Development Manager
  - Dell Configuration/Program Specialist
  - Dell Solution Architect
- **Engineering Competencies**
  - End User Computing
  - Servers
  - Storage
  - Networking
  - Security
  - Systems Management
- **Dell MSA Services Partner**
  - Managed Deployments
- **Dell SecureWorks Reseller**
- **Key Dell Customers**
  - Goodyear
  - Fifth Third Bank
  - State of KY (KETS)
  - State of PA
  - Procter & Gamble



PartnerDirect  
Premier

# Who We Are – 6 Year History

## Overview

- Premier provider of IT Managed Services
  - End User
  - Network
  - Data Center
- Blue Chip clients – Nestle, Goodyear, Bayer
- Experienced management team
- Industry recognized for quality and value

## People Processes

- More than 4,700+ employees
- SLED Region – PA (400 + People), NY, NJ, MD, WV, KY, TN & OTHERS
- Operational excellence
  - Six Sigma, ITIL for service delivery
  - ISO 9001:2008 certification
  - ISO 20000 certification

## Financial Operations

- \$1 B revenue, growing profitability
- Employee engagement up 20% year over year
- 67% of clients with more than 10 years tenure
- 88% client satisfaction rating / 98% SLA attainment
- Nearly 3+ million incidents managed annually
- Acquisition 2015 - Clearlake Capital Group, L.P.
- Created The Pomeroy Group – Tolt & Pomeroy

## Geographic Presence

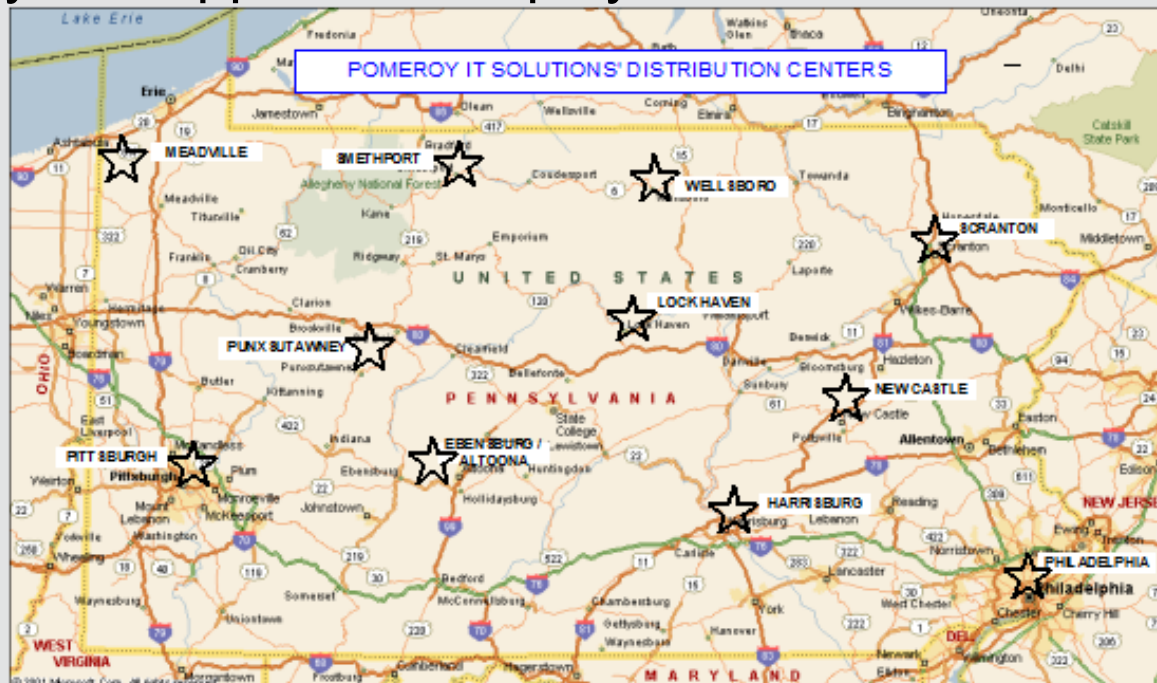
- Comprehensive on-premise footprint
  - 4,000 + technical resources (W-2's)
  - Coverage across North America, South America and Europe
- Remote delivery centers
  - 500+ personnel
  - Service Desk, Data Center, Remote Monitoring & Management Centers

# Magic Quadrant for End-user Outsourcing Services North America

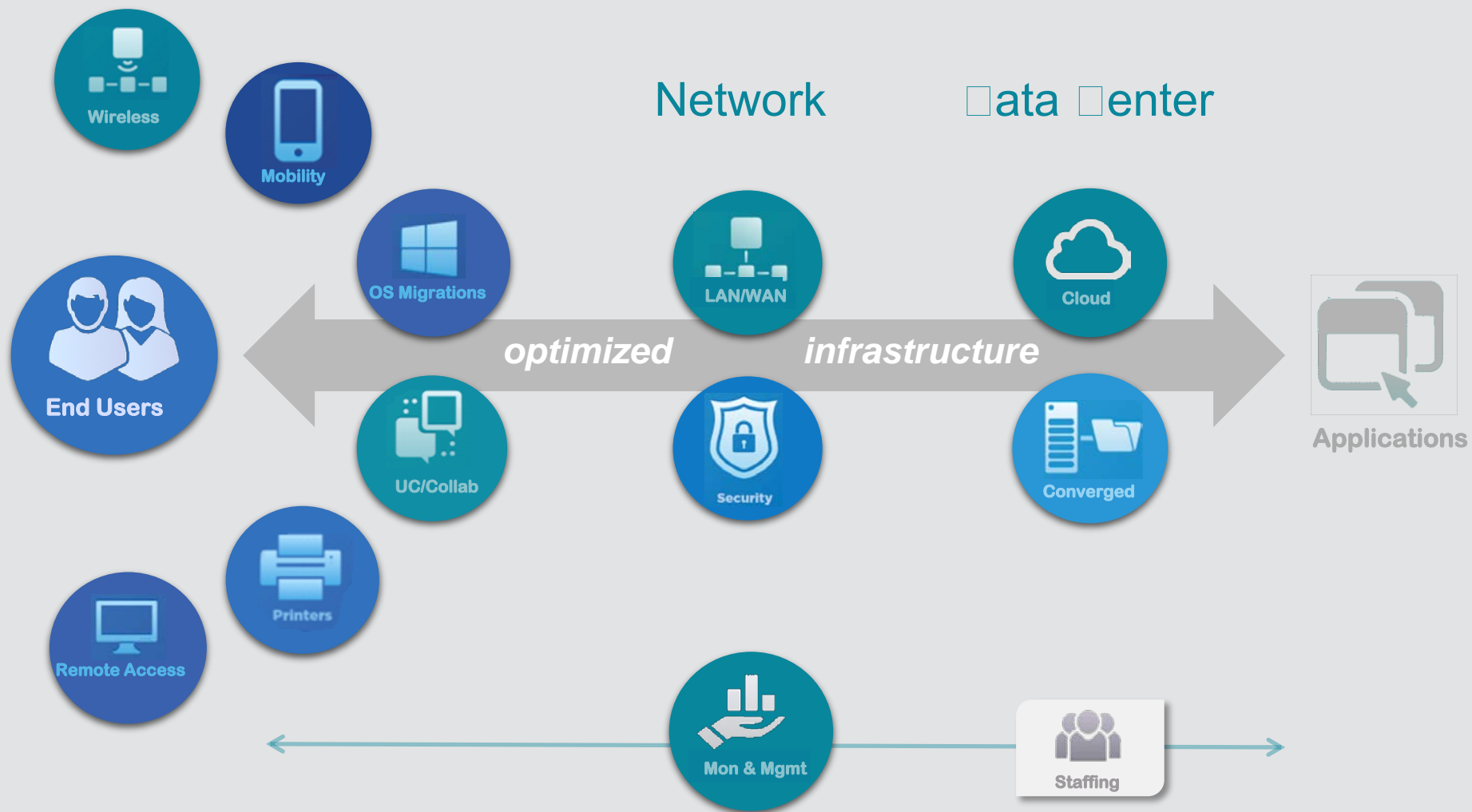


# Why the map of PA is so good to Agencies

Pomeroy technicians are 45 miles from parts of this map shows the service outpost and parts depot areas that Pomeroy has in place. This infrastructure gives Pomeroy the most comprehensive footprint in the industry for support and deployment services in Pennsylvania.



# Pomeroy Key Solutions 2016



# Pomeroy Solutions Portfolio

## Procurement / Logistics

- Hardware acquisition and distribution
- Software licensing
- Warehousing
- Configuration
- Staging and Integration
- End-user training
- Depot services
- Asset disposition
- Web storefront

## Advanced Technology

- Servers, storage, network, voice
- Datacenter design, building, assessment and management
- Virtualization and private cloud-building
- Enterprise collaboration
- Enterprise Mobility
- Professional services

## IT Staffing Services

- "IT Only" staff augmentation
  - Temporary
  - Temp to hire
  - Permanent placement
- Vendor management solutions

## Managed IT Services

- Service Desk
- Deskside support
- SmartCare
- Deployment projects
- Datacenter services
- Remote Monitoring and Management
- Managed print services
- Managed cloud services
- VDI / DaaS solutions

IT Lifecycle Services



# POMEROY

infrastructure. optimized.™

**Tom Froman**  
Vice President  
Pomeroy Public Sector

Michael Rutledge  
Account Executive

David Coor  
Account Executive  
Public Sector Services

Matt Coor  
Account Executive  
Public Sector Services

Robert Coor  
Account Executive  
Public Sector Services

Corrie Munkittrick  
Sales Support  
Public Sector Services

Jim McCross  
Sales Support  
Public Sled Sales

Patrick Fraites  
i.e.

**Fran Wan**  
Director Field Services  
Pomeroy

Brett Henry  
Field Services Manger

Ronnie Wiley  
Field Services Manger

Brea /Fi Techs

Andrew Austin

Tom Rivers

Brad Enler

Mike Knapp

30 Project Teams on demand

Steve Small  
Rec Staffing Solutions

5 Solutions Architects on demand

**Ryan McGuire**  
Professional Services

Open Requisition  
Data Center  
Solutions Architect

Open Requisition  
Services Solution  
Architect

Mike Williams

Rowan Duke

John Jennings

Bill Ryan

Jennifer Smit

Numerous other techs

Starts 5/31/16  
Network  
Solutions Architect

## PA Public Sector Focus

- Government and State Agencies
- Education and Higher Education
- Healthcare and Life Sciences
- Financial Services and Insurance
- Energy and Utilities

## Field Service Capabilities

- It's approximately 45 Pomeroy employees currently working in PA
- Pomeroy is looking to expand our services footprint to support installations/warranty and post warranty service to our Public Sector Hardware Maintenance Contract as 16 parts depots and 30 dedicated technicians and parts specialists serving our PA

## Sales Support Offices

- M... .., ... .., ... ..

# Integrated Marketing Investments

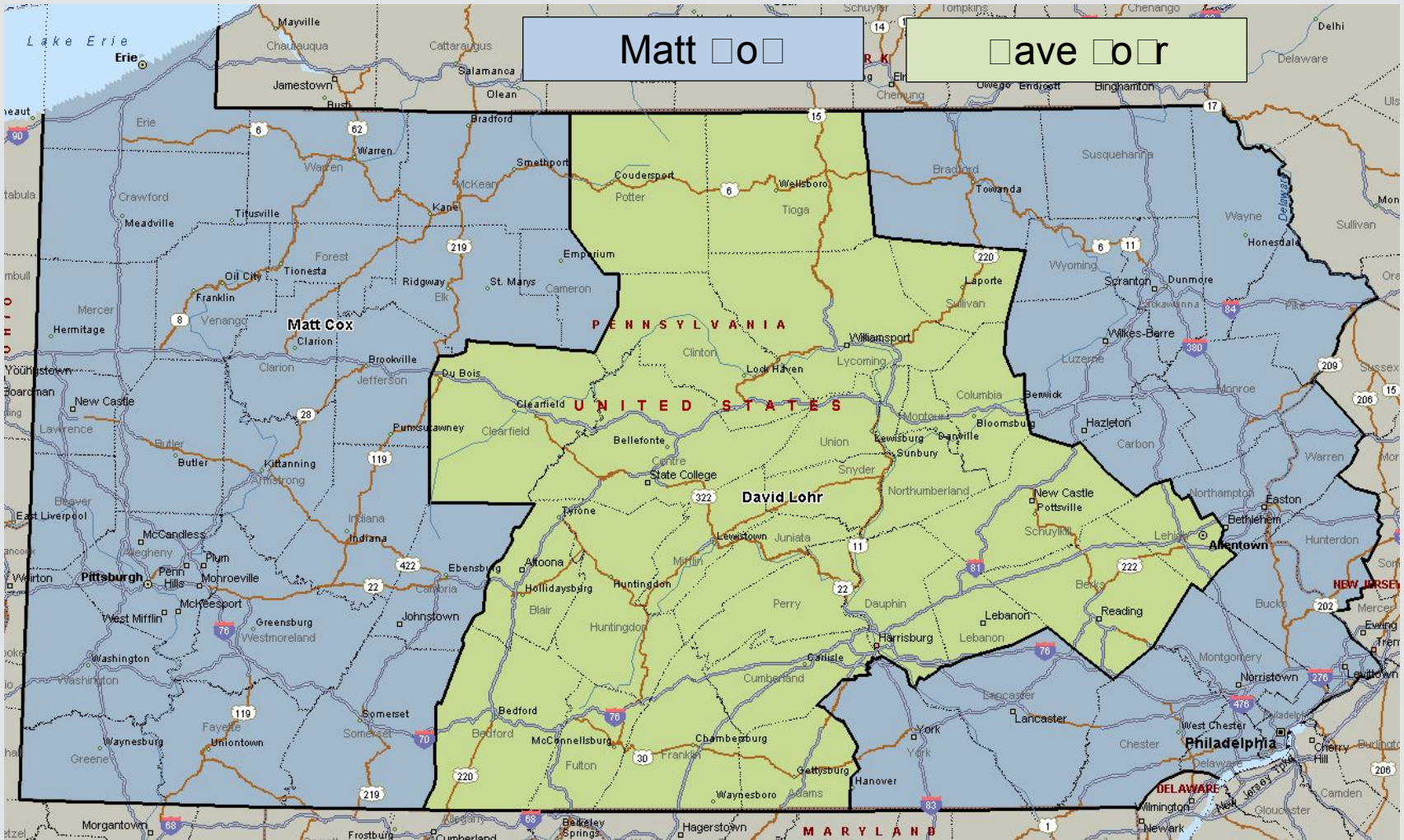
- Incremental funding for sell dedicated field sales person in P□
- Utilize Mechanicsburg facility as sell regional training / solution center
  - Extreme Makeover sell Edition
- Commit additional \$5k/quarter minimum on integrated sell/Pomeroy marketing efforts
- Leverage Pomeroy and sell Channel Marketing Resources
  - Bid bucket / Car test
  - Solution collateral creative Materials
  - Uncounted leads
  - Roadshows
  - Signature events
  - Lobbyist activities
  - Trade Shows
  - Seminars / Podcasts

# COPA - Focus by Relative Agency Size

## COPA Agency Purchasing Power Focus

ACCT_NAME	Total	%
DEPARTMENT OF HUMAN SERVICES	23,548,936	24%
TRANSPORTATION DEPARTMENT	11,363,164	11%
CORRECTIONS DEPARTMENT	10,670,684	11%
GENERAL SERVICES DEPARTMENT	9,220,144	9%
PENNSYLVANIA COURT SYSTEM	6,756,878	7%
LABOR AND INDUSTRY DEPARTMENT	5,826,119	6%
HIGHER EDUCATION ASSISTANCE AGENCY	5,597,631	6%
STATE POLICE, STATE OF PA	4,914,278	5%
ENVIRONMENTAL PROTECTION DEPARTMENT	2,792,224	3%
CONSERVATION & NATURAL RESOURCES	2,430,648	2%
EDUCATION DEPARTMENT	2,323,755	2%
TURNPIKE COMMISSION	2,230,805	2%
OTHER AGENCIES, BOARDS, ETC.		-10%

# Pomeroy Current Sales Coverage



# How we can leverage existing contacts

Ability to up sell using our other contracts  
Peripherals tablets printers  
audio visual projectors large screen TVs Servers Storage  
client and workstations

**Partial list of agencies here we have C Level Relationships here we are embedded:**

Governors Office of Administration

Prothonotary General McMillan

Prothonotary General Weaver

Agencies

Department of Transportation PennDOT Paul Tomassini

Department of Human Services DHS Sandy Patterson

State Police PSP Mike Sevin

Department of Corrections DOC Justin Roads

Liquor Control Board PCB Nick Melnick

over 40 agencies offices and commissions and more

# Why exclusively partner with Pomeroy

Client intimacy Experienced with Revenue in Millions since 2000  
Rutledge since 1991

ME/EE integrated participation

Commonwealthwide deployments and Maintenance

In place sales talent with more sales and solution architects coming

PP relationships

Pomeroy Executive Management Sponsorship

Average this facility as a Sell Showroom

Big enough to scale small enough to be flexible

Agility flexibility and scalability

Innovation through continuous improvement

Love all else **LOYALTY**

**What else do you need from us to exclusively partner**

# Questions Answers





# Quarterly Financial Statements

## POMEROY GROUP HOLDINGS, INC., AND SUBSIDIARIES

For the Quarter Ended December 31, 2017

### **CONFIDENTIAL**

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**POMEROY GROUP HOLDINGS, INC.,  
AND SUBSIDIARIES QUARTERLY  
FINANCIAL STATEMENTS  
For the Quarter Ended December 31, 2017**

**TABLE OF CONTENTS**

<b><u>Financial Statements:</u></b>	<b><u>Page</u></b>
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**POMEROY GROUP HOLDINGS, INC.,  
AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS**  
(Unaudited)

<i>(\$000s)</i>	<b>December 31, <u>2017</u></b>	<b>December 31, <u>2016</u></b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 8,667	\$ 9,942
Accounts receivable	158,547	184,918
Inventory (net)	31,906	34,226
Other current assets	10,301	11,688
Total current assets	<u>209,420</u>	<u>240,775</u>
Property and equipment (net)	14,693	19,472
Goodwill	113,109	128,001
Intangibles (net)	39,606	50,070
Other assets	3,460	4,186
<b>Total assets</b>	<b><u>\$ 380,288</u></b>	<b><u>\$ 442,504</u></b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 107,695	\$ 118,223
Short-term debt	2,400	2,400
Deferred revenue	20,908	27,142
Payroll related accruals	9,587	11,423
Capital lease obligations	1,678	2,244
Other current liabilities	19,893	21,709
Total current liabilities	<u>162,162</u>	<u>183,141</u>
Revolving line of credit	-	10,000
First lien term loan	232,800	235,200
Second lien term loan	67,500	67,500
Debt issuance costs	(11,945)	(14,260)
Capital lease obligations	2,353	4,563
Other long-term liabilities	4,591	4,847
<b>Total liabilities</b>	<b><u>457,461</u></b>	<b><u>490,991</u></b>
Common stock	7	7
Additional paid in capital	52,157	51,948
Foreign exchange gain (loss)	(655)	(1,840)
Accumulated deficit	(128,681)	(98,602)
<b>Total stockholders' deficit</b>	<b><u>(77,173)</u></b>	<b><u>(48,487)</u></b>
<b>Total liabilities and stockholders' equity</b>	<b><u>\$ 380,288</u></b>	<b><u>\$ 442,504</u></b>

*Note: Certain prior year balances have been reclassified to conform with current year presentation.*

**POMEROY GROUP HOLDINGS, INC.,  
AND SUBSIDIARIES**  
**CONSOLIDATED INCOME STATEMENTS**  
(Unaudited)

	<u>3 Months Ended</u>		<u>YTD</u>	
	<u>December 31,</u>	<u>December 31,</u>	<u>December 31,</u>	<u>December 31,</u>
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
<i>(\$000s)</i>				
Recurring managed services	\$ 87,328	\$ 89,752	\$ 360,418	\$ 374,322
Professional services	9,163	12,564	43,555	51,771
Procurement and logistics	112,292	104,841	413,741	418,301
<b>Total revenue</b>	<b>208,783</b>	<b>207,157</b>	<b>817,714</b>	<b>844,394</b>
Recurring managed services	18,884	20,340	83,970	91,966
Professional services	1,287	2,156	8,850	11,254
Procurement and logistics	14,691	13,376	49,230	50,063
<b>Gross profit</b>	<b>34,863</b>	<b>35,871</b>	<b>142,050</b>	<b>153,284</b>
Selling, general & administrative	21,641	22,822	89,058	99,976
Depreciation & amortization	8,173	8,746	33,114	35,763
Restructuring, transaction, and other operating expense	4,542	7,401	17,664	14,589
<b>Total operating expenses</b>	<b>34,356</b>	<b>38,969</b>	<b>139,836</b>	<b>150,328</b>
<b>Operating income/(loss)</b>	<b>507</b>	<b>(3,098)</b>	<b>2,214</b>	<b>2,956</b>
Interest expense (net)	7,707	7,350	30,971	28,042
<b>Income/(loss) before taxes</b>	<b>(7,201)</b>	<b>(10,448)</b>	<b>(28,757)</b>	<b>(25,086)</b>
Income tax expense	952	681	1,322	1,050
<b>Net income/(loss)</b>	<b>\$ (8,152)</b>	<b>\$ (11,129)</b>	<b>\$ (30,079)</b>	<b>\$ (26,136)</b>

*Note: Certain prior year balances have been reclassified to conform with current year presentation.*

**POMEROY GROUP HOLDINGS, INC.,  
AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(Unaudited)**

(\$000s)	3 Months Ended		YTD	
	December 31, 2017	December 31, 2016	December 31, 2017	December 31, 2016
<b>Operating activities:</b>				
Net income	\$ (8,152)	\$ (11,129)	\$ (30,079)	\$ (26,136)
Adjustments to reconcile net loss to net cash provided				
by (used in) operating activities				
Depreciation & amortization (including deferred financing and	8,767	10,366	35,429	38,303
Loss on disposal of fixed assets	94	53	440	445
Stock based compensation	61	239	209	293
Provision for doubtful accounts	117	34	102	1,029
Change in operating assets and liabilities				
Accounts receivable	(14,443)	(14,240)	26,270	4,317
Inventory (net)	(5,398)	4,844	2,321	(3,173)
Accounts payable	9,970	20,493	(10,528)	2,478
Deferred revenue	7,955	9,802	(6,234)	1,134
Payroll related accruals	(3,473)	(4,473)	(1,836)	(4,879)
Other (net)	4,500	783	1,220	(5,439)
Net cash provided by (used in) operating activities	\$ (2)	\$ 16,773	\$ 17,314	\$ 8,372
<b>Investing activities:</b>				
Capital expenditures	(669)	(1,035)	(3,378)	(5,569)
Other investing activities	-	-	-	(689)
Net cash used in investing activities	\$ (669)	\$ (1,035)	\$ (3,378)	\$ (6,258)
<b>Financing activities:</b>				
Repayment of floor plan financing	-	-	-	(4,149)
Payment of financing cost	-	(538)	-	(538)
Proceeds / (repayments) of revolving line of credit	-	(6,800)	(10,000)	10,000
Proceeds / (repayments) of debt	(600)	(600)	(2,400)	(9,900)
Capital leases (net)	(652)	(749)	(2,811)	(2,953)
Contributed capital	-	-	-	1,621
Other long-term liabilities	-	-	-	-
Net cash provided by (used in) financing activities	\$ (1,252)	\$ (8,687)	\$ (15,211)	\$ (5,919)
<b>Increase / (decrease) in cash and cash equivalents</b>	<b>\$ (1,923)</b>	<b>\$ 7,051</b>	<b>\$ (1,276)</b>	<b>\$ (3,805)</b>
Beginning cash	\$ 10,590	\$ 2,891	\$ 9,942	\$ 13,747
Ending cash	\$ 8,667	\$ 9,942	\$ 8,667	\$ 9,942

*Note: Certain prior year balances have been reclassified to conform with current year presentation.*

**POMEROY GROUP HOLDINGS, INC.,  
AND SUBSIDIARIES**  
**CONSOLIDATED SCHEDULE OF EBITDA ADJUSTMENTS**

(Unaudited)

	March 31, 2016	June 30, 2016	Sept 30, 2016	Dec 31, 2016	FY 2016	March 31, 2017	June 30, 2017	Sept 30, 2017	Dec 31, 2017	LTM
<b>Net income (loss)</b>	<b>\$ (7,404)</b>	<b>\$ (3,778)</b>	<b>\$ (3,825)</b>	<b>\$ (11,129)</b>	<b>\$ (26,136)</b>	<b>\$ (9,866)</b>	<b>\$ (8,620)</b>	<b>\$ (3,441)</b>	<b>\$ (8,152)</b>	<b>\$ (30,079)</b>
Interest expense (net)	7,096	6,353	7,243	7,349	28,041	7,801	7,758	7,705	7,707	30,971
Depreciation & amortization	9,116	9,437	8,462	8,748	35,763	8,271	8,427	8,242	8,173	33,114
Income tax expense (benefit)	97	149	122	681	1,050	121	117	132	952	1,322
<b>Unadjusted EBITDA</b>	<b>\$ 8,905</b>	<b>\$ 12,161</b>	<b>\$ 12,002</b>	<b>\$ 5,649</b>	<b>\$ 38,718</b>	<b>\$ 6,327</b>	<b>\$ 7,682</b>	<b>\$ 12,639</b>	<b>\$ 8,680</b>	<b>\$ 35,328</b>
<b>Adjustments</b>										
Sponsor fees and board expenses	\$ 553	\$ 381	\$ 34	\$ 451	\$ 1,419	\$ 557	\$ 400	\$ 400	\$ 574	\$ 1,931
Financing expenses	-	-	-	-	-	45	34	34	34	148
Restructuring and transaction costs	707	553	1,841	2,362	5,463	3,363	2,133	253	803	6,552
Stock compensation expense	22	17	16	238	293	30	56	62	61	209
Foreign currency gain (loss)	3	1	5	(194)	(185)	47	304	203	71	625
Other non-recurring adjustments	1,094	1,520	892	4,915	8,421	681	3,877	791	3,059	8,408
LTM adjustment - identified and implemented synergies	n/a	n/a	n/a	n/a	2,727	n/a	n/a	n/a	n/a	4,259
LTM adjustment - Project SOAR implemented savings	n/a	n/a	n/a	n/a	5,318	n/a	n/a	n/a	n/a	-
<b>Adjusted EBITDA</b>	<b>\$ 11,283</b>	<b>\$ 14,633</b>	<b>\$ 14,790</b>	<b>\$ 13,422</b>	<b>\$ 62,174</b>	<b>\$ 11,051</b>	<b>\$ 14,486</b>	<b>\$ 14,382</b>	<b>\$ 13,282</b>	<b>\$ 57,460</b>
LTM adjustment - identified synergies to be implemented					870					-
<b>LTM PF Adjusted EBITDA (per credit agreement)</b>					<b>\$ 63,044</b>					<b>\$ 57,460</b>
Identified and implemented synergies Capped - Add Back					1,752					5,541
<b>Full EBITDA</b>					<b>\$ 64,796</b>					<b>\$ 63,001</b>

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

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

I, Tom Froman [title] of Pomeroy IT Solutions Sales Company, Inc. [name of Contractor] a \_\_\_\_\_ [DE] corporation or other legal entity, ("Contractor") located at 5072 Ritter Rd., Suite 106, Mechanicsburg, PA 17055, having a Social Security or Federal Identification Number of 611352158, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

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

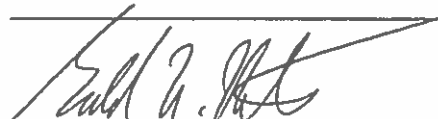
OR

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

[Use additional sheets if necessary]

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

Attest or Witness:



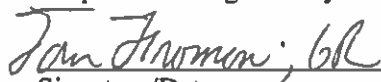
Signature/Date

Gerald Rutledge/TSE

Printed Name/Title

Pomeroy IT Solutions Sales Company, Inc.

Corporate or Legal Entity's Name

 5/22/18

Signature/Date

Tom Froman, VP Sales

Printed Name/Title

**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> Pomeroy IT Solutions Sales Company, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Tom Froman, VP Sales	<i>Date Executed</i> 5/22/2018

**OPTION #2 - EXEMPTION**

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

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

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



**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: Tom Froman ; 6R

TITLE: VP Sales DATE: 5/22/18



## RECIPROCAL LIMITATIONS ACT REQUIREMENTS

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

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

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### I. REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

**II. CALCULATION OF PREFERENCE**

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

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

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
2	Dell EMC	TX
1	Cisco	TX, Mexico
3	Extreme	CA, China
4	HPE	TX, China

**IV. BIDDER'S RESIDENCY**

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

Correct Address: Pomeroy IT Solutions Sales Company, Inc.  
5072 Ritter Road  
Suite 106  
Mechanicsburg, PA 17055

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: 5072 Ritter Rd., Suite 106, Mechanicsburg, PA 17055.
  2. **a.** If the bidder is a corporation:
    - (1) The corporation  is or X is not incorporated under the laws of the Commonwealth of Pennsylvania.
      - (a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: \_\_\_\_\_
      - (b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 01/01/2000
    - (2) The corporation X is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: Pomeroy
  - b.** If the bidder is a partnership:
    - (1) The partnership  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_
    - (2) The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_
  - c.** If the bidder is an individual:

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

**Trade Secret/Confidential Proprietary Information Notice**

**Instructions:**

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

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

**Name of submitting party:**

Pomeroy IT Solutions Sales Company, Inc.

**Contact information for submitting party:**

Gerald Rutledge, 717-380-8124

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

Response to solicitation 6100044346

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

Pomeroy is a privately held Corp. and does not want confidential financials shared to the public.

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

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

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

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

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

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
Attachment	Financials	Privately help corporation

## Acknowledgment

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

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

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

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

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

 Sam Froman ; 6R  
Signature

VP Sales  
Title

5/22/18  
Date

**BAFO Cost Matrix**  
**RFP #6100045034 - Networking Equipment & Related Services**

<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>
Pomeroy IT Solutions Sales Company, Inc.	Gerald Rutledge
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>
5072 Ritter Road	gerald.rutledge@pomeroy.com
Suite 106	<b>PHONE NUMBER</b>
Mechanicsburg, PA 17402	717-516-7101
	<b>SAP VENDOR NUMBER (IF AVAILABLE)</b>
	169472

**Instructions:** Offeror must complete all yellow cells and provide a minimum discount % off the OEM's current retail price list for Equipment. Offeror may submit a proposal that

Original Equipment Manufacturer	Discount Percentage Off List			Total for Evaluation Purposes
	Equipment	Maintenance/Extended Warranty Services	Services	
Aerohive				
ALE				
Allied Telesis				
Arista Networks				
Big Switch Networks				
Brocade (Ruckus)				
Cisco	40.77%	29.01%	5.01%	\$ 32,814,700.75
Cumulus Networks				
Dell EMC	41.01%	40.01%	3.01%	\$ 31,325,100.84
D-Link				
Extreme Networks	49.01%	6.01%	1.01%	\$ 33,885,100.56
Fortinet				
HPE (Aruba)	39.01%	18.01%	18.01%	\$ 34,085,100.75
Huawei				
Juniper Networks				
Lenovo				
Mist Systems				
Mojo Networks				
NEC				
New H3C Group				
Riverbed (Xirrus)				
VMware	25.01%	3.01%	3.01%	\$ 41,145,100.31

**Estimated List Price:** For evaluation purpose, the totals above are estimated at 60% Equipment & 30% Maintenance & 10% Services



# BAFO Rate Card

**Instructions:** An Offeror must provide an hourly cost to perform the related services listed below.

Related Services	Hourly Cost
Training	\$ 253.12
Relocation of Equipment (Within the same building)	\$ 150.00
Installation	\$ 150.00

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

<b>Project Description:</b>	<i>Networking Equipment and Related Services</i>
<b>RFP #:</b>	<i>6100045034</i>
<b>Proposal Due Date:</b>	<i>7/9/2018</i>
<b>Commonwealth Agency Name:</b>	<i>Department of General Services</i>

**OFFEROR (Prime Contractor) INFORMATION**

<b>Offeror Company's Name:</b>	<i>Pomeroy IT Solutions Sales Company, Inc.</i>		
<b>Offeror Contact Name:</b>	<i>Tom Froman</i>	<b>Email:</b>	<i>Thomas.Froman@pomeroy.com</i>
<b>Title:</b>	<i>VP-SLED</i>	<b>Phone:</b>	<i>859-586-0600</i>

<b>Is your firm a DGS-Verified Small Diverse Business?</b>	<b>YES</b> ▼	<b>Verif Exp:</b>	<i>12/31/2029</i>
<b>Is your firm a DGS-Self-Certified Small Business?</b>	<b>NO</b> ▼	<b>Cert Exp:</b>	

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

**SUBCONTRACTING INFORMATION**

**Percentage Commitment for SDB and SB Subcontracting Participation**

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

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

**Small Diverse Business Subcontracting percentage commitment:**

**10.000%**

**Small Business Subcontracting percentage commitment:**

**0.000%**

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

**Listing SDB and SB Subcontractors**

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

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

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

**Pomeroy IT Solutions Sales Company, Inc.**

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/Renewals? (YES/NO)
Premier Systems Sales LTD	SDB ▼	Eileen Zaro	Network products, maintenance and services	10.000%	\$4,900,000.00	YES ▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼
	▼					▼

10.000%  
0.000%

6/19/2018

Stephen Reese  
VP Solutions  
Premier Systems Sales LTD  
PO Box 1730  
Blue Bell, PA 19422  
eileen.zaro@pscltd.com  
610-272-1633

**Offeror:** Pomeroy IT Solutions Sales Company, Inc.  
**RFP:** 6100045034

Dear: Stephen Reese

This letter serves as confirmation of the intent of this offeror to utilize **Premier Systems Sales LTD**  
on the above-referenced RFP issued by **Department of General Services**

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

*Dates will coincide with Commonwealth of PA RFP# 6100045034 Networking Equipment and Related Services including renewals and extensions.*

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

*Networking products, maintenance and services.*

These services represent **10.000%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$4,900,000** during the initial contract term.

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

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

Sincerely,

X *Tom Froman ; 6R*

Tom Froman  
VP-SLED  
Pomeroy IT Solutions Sales Company, Inc.

Acknowledged,

Authorized Signatory: *Stephen Reese*  
Name/Title: **Stephen Reese, Vice President, Solutions**

Stephen Reese  
VP Solutions  
Premier Systems Sales LTD