



**FULLY EXECUTED**

Contract Number: 4400023941

Original Contract Effective Date: 03/11/2021

Valid From: 03/01/2021 To: 02/28/2026

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

**Purchasing Agent**

Name: Pakoskey Stan

Phone: 717-346-3847

Fax: 717-783-6241

Your SAP Vendor Number with us: 168805

**Supplier Name/Address:**

INVERIS TRAINING SOLUTIONS INC  
296 BROGDON RD  
SUWANEE GA 30024-1247 US

Supplier Phone Number: 678-288-1090

Supplier Fax Number: 678-288-1516

**Please Deliver To:**

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

**Contract Name:**

WEAPON RANGE TRAINING SYSTEM PARTS

**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		0.000		0.00	1	0.00

**Item Text**

Products contains components, parts, and accessories for target and training systems. These components and parts include, but are not limited to, targets, lifters, components, control systems, assemblies, repair parts, training scenarios, scenario production, actors for new scenario production, trouble shooting, and software upgrades.

**General Requirements for all Items:**

**Information:**

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

Title Senior Commercial Specialist \_\_\_\_\_

Printed Name Amy Krebsbach \_\_\_\_\_

Date 9/17/2021 \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400023941  
Original Contract Effective Date: 03/11/2021  
Valid From: 03/01/2021 To: 02/28/2026

**Supplier Name:**  
INVERIS TRAINING SOLUTIONS INC

**Header Text**

Commonwealth of Pennsylvania, Department of General Services is issuing this Contract to procure Weapons Range Training Systems Components, Parts, and Accessories. This contract is the result of RFP 6100051426 for Meggitt Live Fire Weapons Range Parts. Please view the attachment documents for additional information.

#This procurement does not violate the Governor#s purchasing ban of 3.19.2020.# This attestation is the agency#s assurance that they have reviewed the criticality of the purchase and have determined it to be #critical to operations#.

No further information for this Contract

**Information:**



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**Purchasing Agent**

**Name:** Pakoskey Stan  
**Phone:** 717-346-3847  
**Fax:** 717-783-6241

Your SAP Vendor Number with us: 168805

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

**Please Deliver To:**

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

**Supplier Phone Number:** 678-288-1090

**Supplier Fax Number:** 678-288-1516

**Contract Name:**  
WEAPON RANGE TRAINING SYSTEM PARTS

**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		0.000		0.00	1	0.00

**Item Text**  
Products contains components, parts, and accessories for target and training systems. These components and parts include, but are not limited to, targets, lifters, components, control systems, assemblies, repair parts, training scenarios, scenario production, actors for new scenario production, trouble shooting, and software upgrades.

-----  
**General Requirements for all Items:**

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**SPECIFICATION  
WEAPONS RANGE TRAINING SYSTEMS  
COMPONENTS, PARTS, & ACCESSORIES**

A.  **CONTRACT OVERVIEW:** The Commonwealth of Pennsylvania, Department of General Services (DGS) is issuing this solicitation on behalf of the Department of Military and Veterans' Affairs (DMVA) and DGS Bureau of Police & Safety, Capitol Police Department (CPD). A contract will be issued to Inveris Training Solutions (formerly Meggitt Training Systems) for components, parts, and accessories for the systems currently in use by each agency. These components and parts include, but are not limited to, targets, lifters, components, control systems, assemblies, repair parts, training scenarios, scenario production, actors for new scenario production, trouble shooting, and software upgrades. This contract will enable these agencies to maintain and upgrade their weapons training systems. All products, including software, available through this contract must be Inveris Training Solutions (formerly Meggitt Training Systems) proprietary products and be compatible and interchangeable with existing systems.

- **DMVA System:** Currently installed on the weapons ranges is the Meggitt Defense System RangeMaster 9000; there are currently over 600 Meggitt target lifters across the 13 ranges. The target lifters are computer controlled either through buried data wire or through Radio frequency. The computer runs various scenarios controlling as few as few as 10 and up to 144 targets. Target hits are fed back to the computer and fed to a printer, so the shooter has their score.
- **CPD System:** A Meggitt FATS L7 Virtual Law Enforcement Training System used to train Capitol Police Officers. The system includes the FATS-Portable-UPXX and the V-ACC-Lookback-100P.

The Commonwealth reserves the right to add additional agencies to this contract based on need. Should this need occur a change notice outlining the agency and their system requirements will be issued to the contract.

B.  **PRODUCT PRICE LIST: Attachment A** (incorporated by reference) is the Manufacturer's Product List identified as available through GSA Schedule 874 Mission Oriented Business Integrated Services (MOBIS), Multiple Award Schedule (MAS), Category 333318TDTM, Contract GS-00F-113DA, expiration April 30, 2021. The Attachment A will change throughout the term of the contract to coincide with any GSA contract changes.

Additional OEM products that are identified as required or needed, by the using agency, will be made available through this Contract throughout the Contract term. All products available through this contract will be quoted at a contract discount rate, at the time of need and will reflect F.O.B. Destination pricing.

C.  **SINGLE CONTRACT DISCOUNT:** The Contractor is required to bid a percentage discount from manufacturer's price that will be applied to all quoted prices at time of request. This discount will be applied to all orders for the life of the contract. See **Attachment B** as this is the Manufacturer Product List. Please enter the percentage discount on **Attachment C**, Cost Sheet.

D.  **MINIMUM ORDER:** There is a \$100.00 minimum order requirement for this contract.

E.  **NEGOTIATED CHANGES TO THE TERMS AND CONDITIONS:** The Contractor agrees to the Negotiated Changes to the Terms and Conditions as identified in **Attachment D**.

F.  **DISCONTINUED PRODUCTS:** Contractor is responsible for notifying the Commonwealth of discontinued items in a timely manner.

G.  **REPORTS:** Contractor is required to provide an annual order history report. This report must include the following information: name and address of the Contractor, contract number, period covered by the report, date of each order, description of the item(s) purchased, quantity of each item purchased, cost of items purchased and purchase order number. The information shall be arranged in columns on the report for each order received.

H.  **ORDERING AGENCY CONTACT INFORMATION:**

- 1.  **Department of Military & Veteran's Affairs**  
Steven P. Snyder  
Range & Training Land Program

Fort Indiantown Gap  
Building 11-9 Service Road  
Annville, PA 17003-5002  
Phone: (717) 861-8493  
Fax: (717) 814-9673

2.  Department of General Services, Capitol Police Department

James Roads, Administrative Lieutenant  
Bureau of Police & Safety  
Capitol Police Department  
Room 70e East Wing Capitol  
Harrisburg, PA 17125  
Phone: (717) 787-9013  
Fax: (717) 787-8637  
Email: jarhoads@pa.gov

I.  **DOCUMENTS TO BE RETURNED WITH BID:** The Contractor must return the following documents with their bid:

- Attachment C, Cost Sheet
- Iran Free Procurement Certificate Form
- Cost or Pricing Data Certification Form
- Lobbying Certification Form

J.  **CONTRACTING OFFICE:** All questions concerning the use of the Contract or the terms of the Contract must be directed to the Contracting Officer identified in this section.

Stan Pakoskey, Contracting Officer  
Department of General Services  
Bureau of Procurement  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg PA 17101-1914  
(717) 787-6586 (Phone)  
(717) 783-6241 (Fax)  
[spakoskey@pa.gov](mailto:spakoskey@pa.gov)

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## **PART I - GENERAL INFORMATION**

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

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Supplier Pricing Request to request a written offer from the vendor to meet the needs of GENERAL SERVICES- BOP to satisfy the need for Meggitt Training and Equipment Systems.

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

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

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

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

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

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

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

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

- A.  All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.  The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.  The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.  The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.  The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.  To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.  To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.  The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.  The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.



- J.  Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.  Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.  The Offeror is not currently engaged in, and will not during the duration of the contract engage, a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

## **PART II -SUBMITTAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

## **PART III - WORK STATEMENT**

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

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

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

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

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

### **IV.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 05 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 Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

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

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

### **IV.4 CONTRACT-003.1a 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 electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

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

The Commonwealth and the Contractor specifically agree as follows:

- 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.

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

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

- a.  Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the

Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

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

#### **IV.6 CONTRACT-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.

#### **IV.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

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

#### **IV.8 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. Delivery times for orders will be determined and agreed to by the Contractor and ordering agency at the time a quote is received and confirmed by issuance of a purchase order.”

#### **IV.9 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.

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

**WARRANTY:** Contractor must warrant all parts, against defects in workmanship and materials for a minimum of ninety (90) days. All other standard equipment shall have a one (1) year warranty. Warranty service may be performed at the requesting Commonwealth agency site or at the Contractor’s service center. However, the Contractor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, the manufacturer’s standard warranties for parts will apply, unless they conflict with the above warranty provisions.

Warranty shall commence with final acceptance and:

- a) The Contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the using agency.
- b) During the warranty period, Contractor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the Contractor.”

#### **IV.11 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 delivered in performance of the Contract. The indemnification shall only apply when products are used as intended by the Commonwealth and infringes a third party’s patent , except where the claim arises as a consequence of the Contractor’s compliance with specifications or designs furnished by the Commonwealth, or as a result of Commonwealth’s modification to the Product(s), or the Commonwealth’s combination of the Contractor’s otherwise non-infringing Product with another product, provided that the Commonwealth promptly notifies the Contractor in writing of any third party claim in connection with the foregoing, and makes no admissions without Contractor’s prior written consent.

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

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

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

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

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

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

#### **IV.12 CONTRACT-009.1d Ownership Rights (Oct 2006)**

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

#### **IV.13 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); however, acceptance will not exceed ninety (90) days. Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **IV.14 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. MTSI may be reimbursed for travel related to product demonstrations. MTSI must obtain concurrence from the using agency prior to making travel arrangements when intending to seek reimbursement for contract related travel. If approved, the Commonwealth will reimburse travel in accordance with the Commonwealth's Travel Policy identified in Commonwealth Management Directive 230.10 and the Commonwealth Travel Procedures Manual, Manual 230.1.

#### **IV.15 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the

Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

**IV.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.

**IV.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.

**IV.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> .

**IV.19 CONTRACT-014.3 Recycled Content Enforcement (February 2012)**

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

**IV.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. Contractor shall not be held liable for any delays in delivery or installation caused in whole or in part by the ordering agency. Any delays of this nature by the ordering agency will be adjusted on the purchase order.

**IV.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.

#### **IV.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 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, upon mutual agreement of the Contractor, reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, but within fifteen (15) days of acceptance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b.  The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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 for the Contract. The Contractor shall preserve books, documents, and records that relate to pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives. This request shall exclude all commercially sensitive financial information.

#### **IV.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 as identified in the Contract and/or Purchase Order.
- 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 not resolved within thirty (30) days;
- 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 after mutual agreement, 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 30 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 within sixty (60) days;
- 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 Section I5. Submission-001.1 Representations and Authorizations (February 2017).

**NOTIFICATION FOR CURE:** Upon written notification by the Commonwealth, the Contractor will be given twenty (20) days to develop and affect a plan for correction of any defect, contractual breach, default, or otherwise identified Contractor Responsibility issue. If the Contractor fails to develop a plan of correction within the 20 days or to satisfactorily cure the issue as agreed, the Commonwealth shall have the option to exercise the Termination for Cause.

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



Purchase Order.

- c.  If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d.  The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e.  The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f.  Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

#### **IV.35 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)**

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract,

except as provided in this contract.

- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change.

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees

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

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

#### **IV.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

**IV.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.

**IV.38 CONTRACT-031.1 Hazardous Substances (April 2017) – This term does not apply to this Contract.**

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

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

1)  Hazardous substances:

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

2)  Hazardous mixtures:

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

3)  Single chemicals:

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

4)  Chemical Mixtures:

- a)  The common name, but if none exists, then the trade name,
- b)  A hazard warning, if appropriate,

- c)  The name, address, and telephone number of the manufacturer, and
- d)  The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture. A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

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

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

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

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

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

#### **IV.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.

#### **IV.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.

#### **IV.41 CONTRACT- 034.1b Integration (Nov 30 2006)**

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

#### **IV.42 CONTRACT-034.2c Order of Precedence - SPR (Dec 13 2006)**

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



#### **IV.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.

#### **IV.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.

#### **IV.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.

**IV.46 CONTRACT-046.1 Manufacturer’s Price Reduction (Oct 2006) – This term does not apply to this contract.**

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

**IV.47 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, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

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

**IV.48 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.

#### IV. 49 CONTRACT 053.1 Limitation of Liability

- a. The Contractor's liability to the Commonwealth under this Contract shall be limited to the value of this contract and shall not in any event exceed \$1,000,000 (one million dollars) (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
  - 1. bodily injury;
  - 2. death;
  - 3. intentional injury;
  - 4. damage to real property or tangible personal property for which the Contractor is legally liable; or
  - 5. the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- b. In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the SPR. The Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the SPR. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.















Catalog No	Description	Commercial Price	GSA Pricing		
<b>Foreign Weapon Simulators - Tethered; NOTE: Weapon may require US Government License</b>		<b>U/M</b>	<b>5.75% 1-4</b>	<b>8.5% 5-9</b>	<b>10.75% 10+</b>
	A...				
<b>Anti-Armor - Tethered; NOTE: Weapon may require US Government License</b>		<b>U/M</b>	<b>5.75% 1-4</b>	<b>8.5% 5-9</b>	<b>10.75% 10+</b>
AA	A				
AA	A				
<b>Simulator Accessories</b>		<b>U/M</b>	<b>5.75% 1-4</b>	<b>8.5% 5-9</b>	<b>10.75% 10+</b>
<b>Indirect Fire - Tethered; NOTE: Weapon may require US Government License</b>		<b>U/M</b>	<b>5.75% 1-4</b>	<b>8.5% 5-9</b>	<b>10.75% 10+</b>
<b>BLUEFIRE Weapon Simulators; NOTE: Weapon may require US Government License</b>		<b>U/M</b>	<b>5.75% 1-4</b>	<b>8.5% 5-9</b>	<b>10.75% 10+</b>

Meggitt Training Systems GSA and Commercial Catalog  
GSA Contract Number GS-OOF-113DA





































































































ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
65060	Target clamp assembly, DP63	Moving Armor Target Mechanisms Model DP63 Spare Parts
65164	Adapter kit, adapts new motor P/N 921475 to replace P/N 921407	Moving Armor Target Mechanisms Model DP62 Spare Parts
65349	Sub assembly, screwjack drive, 36VDC, DP63	Moving Armor Target Mechanisms Model DP63 Spare Parts
66320	Hit sensor assembly, quick release target head, type 2, amphenol twist lock hit input connector	Target Head Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
84233	Motor assembly	Stationary Armor Target Model AA28, DC Powered Spare Parts
84233	Motor assembly	Moving Armor Target Mechanisms Model DP62 Spare Parts
86668	Motor, drive unit, modified, 36VDC	Moving Armor Target Mechanisms Model DP62 Spare Parts
86668	Motor, drive unit, modified, 36VDC	Moving Armor Target Mechanisms Model DP63 Spare Parts
86782	Target support clamp assembly	Moving Armor Target Mechanisms Model DP62 Spare Parts
87192	Motor, modified	Stationary Armor Target Model AA25, DC Powered Spare Parts
88900	Target stud support assy, 4x4	Stationary Armor Target Model AA28, DC Powered Spare Parts
88916	Screwjack drive assembly, 24VDC, AA28 SAT	Stationary Armor Target Model AA28, DC Powered Spare Parts
89125	Target head assembly, double	Target Head Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
89203	Target support, 4 X 4	Stationary Armor Target Model AA25, DC Powered Spare Parts
89498	Sub assembly, ball screw actuator, DC SAT AA25	Stationary Armor Target Model AA25, DC Powered Spare Parts
1029021	Sub assembly, transformer, 120V, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029022	Sub assembly, transformer, 240V, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029040	Sub assembly, power supply, 12VDC, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029041	Sub assembly, power supply, 120VAC, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029042	Sub assembly, power supply, 240VAC, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029043	Sub assembly, power supply, 12VDC, with remote trip, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029044	Sub assembly, power supply, 240VAC, with surge suppressor, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029283	Sub assembly, ball screw actuator, AC SAT AA25	Stationary Armor Target Model AA25, AC Powered Spare Parts
1029289	Motor, modified, AC SAT AA28, 3/4 HP	Stationary Armor Target Model AA28, AC Powered Spare Parts
1030470	Harness assembly, power J20 to transformer for 120/240VAC	Power Supply Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
1030472	Harness assembly, power supply adapter kit, 120VAC	Power Supply Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
1029045-240	Sub assembly, power supply, 120VAC, with surge suppressor, type 4 SIT	Power Supply Sub Assembly Level, type 4 Modular SIT
1029046-0	Target head sub assembly, with hit sensor, threaded connector, type 2, desert sand	Target Head Sub Assembly Level, Quick Release, Type 4 Modular SIT
1029047-0	Double target head sub assembly, with hit sensor, threaded connector, type 2, desert sand	Target Head Sub Assembly Level, Quick Release, Type 4 Modular SIT
1029455-0	Target head clamp sub assembly, type 4, desert sand	Target Head Sub Assembly Level, Quick Release, Type 4 Modular SIT



ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
1029460-X	Screwjack assembly, AC AA28	Stationary Armor Target Model AA28, AC Powered Spare Parts
1032171-0	Stacking cage assembly kit for use with the MFSIT, desert sand. Includes quick release hardware.	MFSIT Accessories
1032329-0-A	Adjustable riser assembly for use with the MFSIT, Aluminum.	MFSIT Accessories
1032329-0-S	Adjustable riser assembly for use with the MFSIT, Steel.	MFSIT Accessories
1033475-0	Stabilizer Frame, 36", desert sand, with inserts.	MFSIT Accessories
20-3659	Harness assembly, power supply adapter kit, 240VAC	Power Supply Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
66383-1	Quick release target head clamp sub assembly, type 2, desert sand	Target Head Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
66386-1	Quick release target head sub assembly, with hit sensor, amphenol twist lock connector, type 2, desert sand	Target Head Sub Assembly Level, Type 2 and 3 SIT (Type 3 PNP Included)
AA10-CJB	Pop-up Stationary Infantry Target, AC power, cable control. Includes CJB Panel assembly for cable control. Uses customers existing ICB/CJB enclosures and buried power and data cable.	Stationary Infantry Targets (SIT)
AA10-E	Pop-up stationary infantry target (SIT), AC power, ethernet control. Includes accessories such as power cable and data cable.	Stationary Infantry Targets (SIT)
AA10-SD	Pop-up Stationary Infantry Target, AC power, cable control. Includes Serial Data Wall Terminal and 2 meter Data Cable for cable control.	Stationary Infantry Targets (SIT)
AA10-SPARE	Pop-up Stationary Infantry Target (SIT), AC power, cable control. No accessories (This is a spare lifting mechanism only and does not include accessories such as power cable.)	Stationary Infantry Targets (SIT)
AA2	SIT, 360 degree rotating. Available for use on an existing 900 MHz DP26 MIT system, to replace existing pop-up SIT. Includes 12V power cable. Contact MTSI with target mounting requirements.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
AA25-AC	Frontal armor target lifter, cable or radio control, 240VAC powered. Includes power cable.	Stationary Armor Targets (SAT)
AA25-DC	Frontal armor target lifter, cable or radio control, battery power. Furnished with a 100 amp hour, deep cycle battery	Stationary Armor Targets (SAT)
AA28-AC	Flank armor target lifter, cable or radio control, 240VAC powered. Includes power cable.	Stationary Armor Targets (SAT)
AA28-DC	Flank armor target lifter, cable or radio control, battery power. Furnished with two 100 amp hour batteries.	Stationary Armor Targets (SAT)
MFSIT-DC-RF	Multi-Function Stationary Infantry, DC power, RF control. Includes battery box, and power cable. Target head and any accessories must be ordered separately	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MFSIT-DC-HW	Multi-Function Stationary Infantry, DC power, HW control. Includes battery box, data and power cable. Target head and any accessories must be ordered separately	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MFSIT-AC-RF	Multi-Function Stationary Infantry, AC power, RF control. Includes power cable. Target head and any accessories must be ordered separately	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MFSIT-AC-HW	Multi-Function Stationary Infantry, AC power, HW control. Includes data and power cable. Target head and any accessories must be ordered separately.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-POPUP/SWING-1	TYPE 1, SINGLE POP-UP OR SWING-OUT	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-POPUP/SWING-SHORT	TYPE 1, SINGLE POP-UP OR SWING-OUT CANNOT USE STACKING CAGE	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-DBL-TGT	POP-UP,TYPE 1, DOUBLE TARGET HEAD	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-POPUP/SWING-2	TYPE 2, SINGLE POP-UP OR SWING-OUT	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-SLICE	SINGLE SLICE UP (LEFT OR RIGHT HAND MOUNT)	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)

ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
MF-SLICE-ADJ	SINGLE SLICE UP, ADJUSTABLE HEIGHT AND ORIENTATION. (LEFT OR RIGHT HAND MOUNT)	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-VERTICAL RISE	VERTICAL RISE PRESENTATION DEVICE. MOUNTABLE TO EITHER FLOOR OR WALL. MUST SPECIFY AT TIME OF ORDER.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-SWING	SINGLE SWING-OUT (LEFT OR RIGHT HAND, TOP OR BOTTOM MOUNT)	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-POPUP-TURN	SINGLE POP-UP TURNER (LEFT OR RIGHT HAND MOUNT)	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-STB-FRM	STABILIZER FRAME	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-1.5	RISER ASSY 1.5"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-2	RISER ASSY 2"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-3	RISER ASSY 3"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-5	RISER ASSY 5"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-4	RISER ASSY 4"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-6	RISER ASSY 6"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-8	RISER ASSY 8"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-RISER-10	RISER ASSY 10"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-ADJ-RISER-A	ADJ RISER ALUM	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-ADJ-RISER-S	ADJ RISER STEEL	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-CAGE-QR	STACKING CAGE QUICK RELEASE	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-CAGE-STD	STACKING CAGE STD	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MFSIT-MFS	MFSIT MUZZLE FLASH SIMULATOR(MFS)	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-CABLE-20	HIT SENSOR/MFS EXT CABLE 20"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-CABLE-30	HIT SENSOR/MFS EXT CABLE 30"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
MF-CABLE-39	HIT SENSOR/MFS EXT CABLE 39"	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
AA5-HW	Pop-Up Turning SIT DC Power, cable control. Includes battery, battery box and power cable. CJB Kit or Serial Data Wall Terminal and Data Cable must be purchased separately. Available in SIT Options and Accessories section. Contact MTSI with target mounting requirements.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
AA5-RF	Pop-Up Turning SIT DC Power, 2400 baud radio control. Includes battery, battery box and power cable. Contact MTSI with target mounting requirements.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
AA71	Pop-Up Target Lifting Device, DC power, 2400 baud RF control. Includes 70AH battery, battery box and power cable. Package includes hardware to utilize "swing-up" motion.	MOUT Target Mechanisms
AA72	Swing-Out Target Lifting Device, DC power, 2400 baud RF control. Includes 70AH battery, battery box and power cable.	MOUT Target Mechanisms
AA7-HW	Pop-Up Turning SIT AC Power, cable control. CJB Kit or Serial Data Wall Terminal and Data Cable must be purchased separately. Available in SIT Options and Accessories section. Includes power cable. Contact MTSI with target mounting requirements.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)
AA7-RF	Pop-Up Turning SIT AC Power, 2400 baud radio control. Includes power cable. Contact MTSI with target mounting requirements.	Rotating and Turning Stationary Infantry Targets (RSIT and TSIT)

ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
AA8	Pop-Up Stationary Infantry Target (SIT), DC power, 2400 Baud RF control. Includes 34 AH battery, battery box and power cable.	Stationary Infantry Targets (SIT)
AA8-SPARE	Pop-Up Stationary Infantry Target (SIT), DC power, 2400 Baud RF control. No accessories (This is a spare lifting mechanism only and does not include accessories such as power cable, battery, and battery box).	Stationary Infantry Targets (SIT)
AA9	Pop-up Stationary Infantry Target (SIT), AC power, 2400 Baud RF control. Includes power cable.	Stationary Infantry Targets (SIT)
AA9-SPARE	Pop-up Stationary Infantry Target, AC power, radio control. No accessories (This is a spare lifting mechanism only and does not include accessories such as power cable).	Stationary Infantry Targets (SIT)
BAT-100	Battery, 100 AH.	SAT Options and Accessories
BAT-SIT-70	Upgrade included SIT battery from 34 AH to 70 AH. Available only at time of order.	SIT Options and Accessories
DBL-SIT	Double Target Arm substitute for SIT single target arm. Available only at time of order.	SIT Options and Accessories
Dipole Antenna Kit	Antenna Kit, dipole. Includes 50' coaxial cable assembly with mounting hardware. Available in roof, rail, or wall mount. Please specify mounting kit type at time of order.	Range Control Systems
DOC-AC	AC Powered Docking Station Charging System, includes 100' power cable.	MAT Options and Accessories
DOC-GEN	Generator Docking Station Charging System, gasoline only. Available for the DP63 only.	MAT Options and Accessories
DOC-SLR	Solar Docking Station Charging System, includes 6 solar charging assemblies. Available for the DP63 only.	MAT Options and Accessories
DP26-AC-HW-P	Single Pop-Up Target. HW communication, AC powered bunker control box and docking station charger. (230-240V/50-60Hz). If 120V/60Hz option is preferred, a DP26-DC-XX and a CHG-DP26-120 would need to be purchased. Does not include data cable. Includes 50 feet elevated track.	Moving Infantry Targets (MIT)
DP26-AC-HW-R	Single Turning Target. HW communication, AC powered bunker control box and docking station charger. (240v/60Hz). If 120V/60Hz option is preferred, a DP26-DC-XX and a CHG-DP26-120 would need to be purchased. Does not include data cable. Includes 50 feet elevated track.	Moving Infantry Targets (MIT)
DP26-AC-RF-P	Single Pop-Up Target. RF Communication, AC powered bunker control box and docking station charger. (230-240V/50-60Hz). If 120V/60Hz option is preferred, a DP26-DC-XX and a CHG-DP26-120 would need to be purchased. Includes 50 feet elevated track.	Moving Infantry Targets (MIT)
DP26-AC-RF-R	Single Turning Target. RF communication, AC powered bunker control box and docking station charger. (240V/60Hz). If 120V/60Hz option is preferred, a DP26-DC-XX and a CHG-DP26-120 would need to be purchased. Includes 50 feet elevated track.	Moving Infantry Targets (MIT)
DP26-DC-HW-P	Single Pop-Up Target. HW communication, DC powered bunker control box and docking station. Does not include data cable. Includes 50 feet elevated track. Track may be lengthened (to a maximum of 380 feet) for an additional charge. Solar panels and charges for battery regeneration are available to purchase separately.	Moving Infantry Targets (MIT)
DP26-DC-HW-R	Single Turning Target. HW communication, DC powered bunker control box and docking station. Does not include data cable. Includes 50 feet elevated track. Track may be lengthened (to a maximum of 380 feet) for an additional charge. Solar panels and charges for battery regeneration are available to purchase separately.	Moving Infantry Targets (MIT)
DP26-DC-RF-P	Single Pop-Up Target. RF Communication, DC powered bunker control box and docking station charger. Includes 50 feet elevated track. Track can be lengthened (to a maximum of 380 feet) for an additional charge. Solar panels and charges for battery regeneration are available to purchase separately.	Moving Infantry Targets (MIT)

ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
DP62-BUS	RETS Buss Bar compatible system. Includes collector arm with shoes. 2400 baud RF control. Track not included.	Moving Armor Targets (MAT)
DP62-DOC	Moving Armor Target (MAT) with Docking Station capability. Includes docking collector arm. Must purchase AC docking regeneration option below. Cable controlled via bunker control box with 900 MHz RF link to target. Includes Bunker Control Box (Available in 120V-240V/60Hz). Track not included.	Moving Armor Targets (MAT)
DP62-DSL	Moving Armor Target (MAT). Self-Propelled w/onboard diesel generator. 2400 baud RF control. Track not included.	Moving Armor Targets (MAT)
DP62-GAS	Moving Armor Target (MAT). Self-Propelled w/onboard gasoline generator. 2400 baud RF control. Track not included.	Moving Armor Targets (MAT)
DP63-DOC	Elevated Moving Armor Target (EMAT) - Self propelled. 2400 baud RF control. Must choose from one docking regeneration option below. Docking regeneration options available: generator, solar charging system, or AC.	Moving Armor Targets (MAT)
DP63-DOC-900	Elevated Moving Armor Target (EMAT) - Self propelled. Cable controlled via bunker control box with 900 MHz RF link to target. Must choose from one docking regeneration option below. Docking regeneration options available: generator, solar charging system, or AC. Track not included.	Moving Armor Targets (MAT)
ECU-SAT-HW-1	ECU, SAT AA25, cable control, non-PNP	Stationary Armor Target Model AA25, DC Powered Spare Parts
ECU-SAT-HW-1	ECU, SAT AA25, cable control, non-PNP	Stationary Armor Target Model AA25, AC Powered Spare Parts
ECU-SAT-HW-1	ECU, SAT AA25, cable control, non-PNP, circuit breaker type	Stationary Armor Target Model AA28, DC Powered Spare Parts
ECU-SAT-HW-1	ECU, SAT AA25, cable control, non-PNP, circuit breaker type	Stationary Armor Target Model AA28, AC Powered Spare Parts
ECU-SAT-HW-2	ECU, SAT AA25, cable control, plug and play	Stationary Armor Target Model AA25, DC Powered Spare Parts
ECU-SAT-HW-2	ECU, SAT AA25, cable control, plug and play	Stationary Armor Target Model AA25, AC Powered Spare Parts
ECU-SAT-RF-1	ECU, SAT AA25, 2400 baud RF, non-PNP	Stationary Armor Target Model AA25, DC Powered Spare Parts
ECU-SAT-RF-1	ECU, SAT AA25, 2400 baud RF, non-PNP	Stationary Armor Target Model AA25, AC Powered Spare Parts
ECU-SAT-RF-1	ECU, SAT AA25, 2400 baud RF, non-PNP, power switch type	Stationary Armor Target Model AA28, DC Powered Spare Parts
ECU-SAT-RF-1	ECU, SAT AA25, 2400 baud RF, non-PNP, power switch type	Stationary Armor Target Model AA28, AC Powered Spare Parts
EI4-1	Range Interface Adapter (RIA), single card, cable control. Includes Power Cable and Data In/Data Out cable.	Range Control Systems
EI4-8	Range Interface Adapter (RIA), cable control. Includes Tower Junction Box Panel Assembly with lightning suppressors and all cables between TIA and RIA.	Range Control Systems
EI5	Interface for ZG8 and ZG9 models of SES. Stand-Alone cable control. 240V/60Hz. Does not include control cable.	Simulators (Live Fire)
Ground Plane Antenna Kit	Antenna Kit, ground plane. Includes 50' coaxial cable assembly with mounting hardware. Available in roof, rail, or wall mount. Please specify mounting kit type at time of order.	Range Control Systems
LE7500	Reclining granular trap (22" GranTex depth). Standard height is 9'. Requires sidewalls if freestanding.	Bullet Traps
LE7500-OTR	Reclining granular trap w/steel overtrap, curtain, rubber cover on overtrap. 4' Width. Standard height is 9'. Requires sidewalls if freestanding.	Bullet Traps
LE7500SW	Live Fire Bullet Trap, Grantrap, Sidewalls for freestanding LE7500	Bullet Traps
MFSIT-AC	MFSIT, cable or radio control, AC power. Includes necessary cables. (Does not include target head or accessories).	Multi Function Stationary Infantry Targets (MFSIT)
MFSIT-DBL	Double Pop-up target head for MFSIT, with hit sensor, threaded connector, type 1, desert sand.	MFSIT Target Heads
MFSIT-DC	MFSIT, cable or radio control, battery power. Includes a 34 amp-hour battery, battery box, battery harness, and necessary cables. (Does not include a target head or accessories).	Multi Function Stationary Infantry Targets (MFSIT)

ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
MFSIT-POPUP-FLAT	Single Pop-up target head for MFSIT, with hit sensor, threaded connector, desert sand. This is a flat target head that can accommodate flat style targets.	MFSIT Target Heads
MFSIT-POPUP-UNI	Single Pop-up target head for MFSIT, with hit sensor, threaded connector, desert sand. This is a universal target head that can accommodate many different style targets.	MFSIT Target Heads
MFSIT-PUTURN	Pop-up turner head for MFSIT, with hit sensor, threaded connector, desert sand.	MFSIT Target Heads
MFSIT-RISE	Riser assembly for use with the MFSIT.	MFSIT Accessories
MFSIT-SLICE	Slicing target head assembly for MFSIT, with hit sensor, threaded connector, desert sand.	MFSIT Target Heads
MFSIT-SWING	Swing-out target head for MFSIT, with hit sensor, threaded connector, desert sand.	MFSIT Target Heads
MFSIT-VERT	Vertical Rise target head for MFSIT, with hit sensor, threaded connector, desert sand.	MFSIT Target Heads
Mobile Antenna Kit	Antenna Kit, mobile. Includes magnetic mount for mobile application.	Range Control Systems
QRP-SIT	Quick release pin kit for standard SIT Z-Brackets (kit includes 4 pins and hardware)	SIT Options and Accessories
RM9000	RangeMaster 9000™ PC control system. Desktop computer system with monitor, keyboard, mouse, laser printer and uninterruptible power supply. Requires RZ9 and Antenna Kit for radio or EI4-X for cable control.	Range Control Systems
RM9000-LT	RangeMaster 9000™ PC control system. Same as RM9000 except with laptop computer and docking station. Requires RZ9 and Antenna Kit for radio control or EI4-X for cable.	Range Control Systems
RM9000-LTR	RangeMaster 9000™ PC control system with ruggedized laptop computer. Used in mobile applications. Includes docking station and 12-volt to 120V converter. Requires RZ9-M for radio control.	Range Control Systems
RZ14	Hand held controller, programmable, 2400 baud, full function stand-alone controller. Also can interface directly with RangeMaster 9000™.	Range Control Systems
RZ16	Interface for ZG8 and ZG9 models of SES. Stand-Alone 2400 baud RF control. Does not include control cable.	Simulators (Live Fire)
RZ9	Computer control target radio interface for model RM9000 or RM9000-LT (Does not include Antenna Kit).	Range Control Systems
RZ9-M	Computer control target radio interface for RM9000-LTR. Used for mobile applications, includes mobile power supply. (Does not include antenna kit).	Range Control Systems
SCR-DATA	Signal conditioner/repeater assembly. Used when down range data cable exceeds 300 meters, or when more than 32 targets are connected to same data cable. If more than 32 targets are connected to a single data line, please contact MTSI representative for	Range Control Systems
SLR-MIT	Solar charging assembly for DC powered DP26. Includes 3 solar panels.	MIT Options and Accessories
SLR-SAT	Solar charging assembly for SAT battery (2 required for AA28)	SAT Options and Accessories
SLR-SIT	Solar charging assembly for SIT battery.	SIT Options and Accessories
SUPPORT1	Installation support, travel	Installation Support
SUPPORT2	Installation support, on-site daily 8 hour rate	Installation Support
TESTDT-HW	Desktop RangeMaster 9000™ abbreviated system. Intended for use as a test bench, not a complete range control system. Includes Single-Card Interface, power cable, and data in/data out cable.	Test Bench Control Systems
TESTDT-HW/RF	Desktop RangeMaster 9000™ abbreviated system. Intended for use as a test bench, not a complete range control system. Includes RF Interface as well as Single-Card Interface, power cable, and data in/data out cable.	Test Bench Control Systems
TESTDT-RF	Desktop RangeMaster 9000™ abbreviated system. Intended for use as a test bench, not a complete range control system. Includes RF Interface.	Test Bench Control Systems

ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
TESTLT-HW	Laptop RangeMaster 9000™ abbreviated system. Intended for use as a test bench, not a complete range control system. Includes Single-Card Interface, power cable, and data in/data out cable.	Test Bench Control Systems
TESTLT-HW/RF	Laptop RangeMaster 9000™ abbreviated system. Intended for use as a test bench, not a complete range control system. Includes RF Interface as well as Single-Card Interface, power cable, and data in/data out cable.	Test Bench Control Systems
TESTLT-RF	Laptop RangeMaster 9000™ abbreviated system. Intended for use as a test bench, not a complete range control system. Includes RF Interface.	Test Bench Control Systems
TJB-PNL	Tower Junction Box Panel Assembly with lightning suppressors.	Range Control Systems
UPG-AA25-0	AA25 SAT Upgrade Kit, 2400 baud, does not include radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Armor Target Power and Communication Upgrades
UPG-AA25-1	AA25 SAT Upgrade Kit, 2400 baud, includes radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Armor Target Power and Communication Upgrades
UPG-AA25-AC	AA25 SAT Upgrade Kit, 240VAC power conversion, includes replacement motor and motor controller. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Armor Target Power and Communication Upgrades
UPG-AA28-0	AA28 SAT Upgrade Kit, 2400 baud, does not include radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Armor Target Power and Communication Upgrades
UPG-AA28-1	AA28 SAT Upgrade Kit, 2400 baud, includes radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Armor Target Power and Communication Upgrades
UPG-AA28-AC	AA28 SAT Upgrade Kit, 240VAC power conversion, includes replacement motor and motor controller. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Armor Target Power and Communication Upgrades
UPG-AA8-0	SIT Upgrade Kit, 2400 baud, does not include radio (upgrade also works for model AA9). A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Infantry Target Communication Upgrades
UPG-AA8-1	SIT Upgrade Kit, 2400 baud, includes radio (upgrade also works for model AA9). A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Stationary Infantry Target Communication Upgrades
UPG-DP28-0-0	DP28 MIT Upgrade Kit, 2400 baud, single radio type with slaved SIT, does not include radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Infantry Target Communication Upgrades
UPG-DP28-0-1	DP28 MIT Upgrade Kit, 2400 baud, single radio type with slaved SIT, includes radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Infantry Target Communication Upgrades
UPG-DP28-1-0	DP28 MIT Upgrade Kit, 2400 baud, dual radio type, upgrade includes conversion to slaved style SIT, does not include radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Infantry Target Communication Upgrades
UPG-DP28-1-1	DP28 MIT Upgrade Kit, 2400 baud, dual radio type, upgrade includes conversion to slaved style SIT, includes radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Infantry Target Communication Upgrades
UPG-DP62-0-0-0	DP62 MAT Upgrade Kit, 2400 baud, does not include charger upgrade, does not include radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades

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MANUFACTURER'S PROPRIETARY PRODUCT LIST

Catalog Number	Description	Product Category
UPG-DP62-0-0-1	DP62 MAT Upgrade Kit, 2400 baud, does not include charger upgrade, includes radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-DP62-0-1-0	DP62 MAT Upgrade Kit, 2400 baud, includes charger upgrade, does not include radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-DP62-0-1-1	DP62 MAT Upgrade Kit, 2400 baud, includes charger upgrade, includes radio. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-DP62-1-0-0	DP62 MAT Plug and Play Target Control Assembly (TCA) Upgrade Kit, 2400 baud, does not include charger upgrade, does not include radio. Requires installation by MTSI technician. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-DP62-1-0-1	DP62 MAT Plug and Play Target Control Assembly (TCA) Upgrade Kit, 2400 baud, does not include charger upgrade, includes radio. Requires installation by MTSI technician. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-DP62-1-1-0	DP62 MAT Plug and Play Target Control Assembly (TCA) Upgrade Kit, 2400 baud, includes charger upgrade, does not include radio. Requires installation by MTSI technician. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-DP62-1-1-1	DP62 MAT Plug and Play Target Control Assembly (TCA) Upgrade Kit, 2400 baud, includes charger upgrade, includes radio. Requires installation by MTSI technician. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Moving Armor Target Communication Upgrades
UPG-RZ4-0	RZ4 Upgrade Kit, 2400 baud, does not include radio. Existing RZ4 p/n must begin with 20-5900. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Military Range Control System Communication Upgrades
UPG-RZ4-1	RZ4 Upgrade Kit, 2400 baud, includes radio. Existing RZ4 p/n must begin with 20-5900. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Military Range Control System Communication Upgrades
UPG-RZ9-0	RZ9 Upgrade Kit, 2400 baud, includes new range control desktop computer with RM9000, does not include radio and does not include tower antenna. Customers who wish to supply their own computers must contact MTSI representative for details. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Military Range Control System Communication Upgrades
UPG-RZ9-1	RZ9 Upgrade Kit, 2400 baud, includes new range control desktop computer with RM9000, includes radio, does not include tower antenna. Customers who wish to supply their own computers must contact MTSI representative for details. A 2400 baud Upgrade questionnaire must be filled out and approved by an MTSI representative prior to purchase of any upgrades.	Military Range Control System Communication Upgrades
ZG9	Audio Infantry Hostile Fire Simulator. Connects to SIT. Includes control cable which can interface with RZ16 or EI5.	Simulators (Live Fire)

















ATTACHMENT B  
MANUFACTURER'S PROPRIETARY PRODUCT LIST

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ATTACHMENT C, COST SHEET  
 WEAPONS RANGE TRAINING SYSTEMS, COMPONENTS, PARTS, AND ACCESSORIES  
 SPR 6100051426

**INSTRUCTIONS:**

1. Enter a percentage discount from manufacturers price to be applied to all orders. The percentage discount must be no more than two decimal places, i.e. 17.25%.

COMPANY NAME:	InVeris Training Solutions, Inc.	SAP VENDOR NUMBER:	
PERCENTAGE (%) DISCOUNT FROM ORDER PRICE		Example: (9.25%)	



RIES

centage

168805

None

**ATTACHMENT D**  
**NEGOTIATED CHANGES TO THE TERMS AND CONDITIONS**

- I.□ Section IV.8 CONTRACT-007.01a Supplies Delivery (Nov 30 2006) (page 6 and 7) is amended to read:

“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. **Delivery times for orders will be determined and agreed to by the Contractor and ordering agency at the time a quote is received and confirmed by issuance of a purchase order.**”

- II.□ Section IV.10 CONTRACT-008.1a Warranty (Oct 2006) (page 7) has been deleted in its entirety and replaced with the following:

**“WARRANTY:** Contractor must warrant all parts, against defects in workmanship and materials for a minimum of ninety (90) days. All other standard equipment shall have a one (1) year warranty. Warranty service may be performed at the requesting Commonwealth agency site or at the Contractor’s service center. However, the Contractor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, the manufacturer’s standard warranties for parts will apply, unless they conflict with the above warranty provisions.

**Warranty shall commence with final acceptance and:**

- a)□ The Contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the using agency.
- b)□ During the warranty period, Contractor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the Contractor.”

- III.□ Section IV.11 CONTRACT-009.1c patent, Copyright and Trademark Indemnity (Oct 2013) (page 7) paragraph 2 and 3 are amended to read as follows, all other language remains the same:

“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 **delivered in** performance of the Contract. **The indemnification shall only apply when products are used as intended by the Commonwealth and infringes a third party’s patent , except where the claim arises as a consequence of the Contractor’s compliance with specifications or designs furnished by the Commonwealth, or as a result of Commonwealth’s modification to the Product(s), or the Commonwealth’s combination of the Contractor’s otherwise non-infringing Product with another product, provided that the Commonwealth promptly notifies the Contractor in writing of any third party claim in connection with the foregoing, and makes no admissions without Contractor’s prior written consent.**

**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.”**

- IV.□ Section IV.13 CONTRACT-010.1a Acceptance (Oct 2006) (page 8) is amended to change the acceptance period from 30 days to a not to exceed 90 days; all other language remains unchanged.

- V.□ Section IV.14 CONTRACT-010.2 Product Conformance (March 2012) (page 8 and 9) is amended to remove bullet 6 and replace with the below language. In addition, in response to bullet 1, the Commonwealth will accept Meggitt’s inhouse product functional testing results to ensure products perform as intended “Provide a product demonstration at a location near Harrisburg or the using agency location. **MTSI may be reimbursed for travel related to product demonstrations. MTSI must obtain concurrence from the using agency prior to making travel arrangements when intending to seek reimbursement for contract related travel. If approved, the Commonwealth will reimburse travel in accordance with the Commonwealth’s Travel Policy identified in Commonwealth Management Directive 230.10 and the Commonwealth Travel Procedures Manual, Manual 230.1.”**

VI. □ Section IV.20 CONTRACT-015.1 Compensation (Oct 2006) (page 9) is amended to include the following:

“Contractor shall not be held liable for any delays in delivery or installation caused in whole or in part by the ordering agency. Any delays of this nature by the ordering agency will be adjusted on the purchase order.”

VII. □ Section IV.22 CONTRAC-016.1 Payment (Oct 2006) (page 10) is amended to replace the existing paragraph a with the following:

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 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, upon mutual agreement of the Contractor, reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, but within fifteen (15) days of acceptance,** 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.”

VIII. □ Section IV.27 CONTRACT-020.1 Audit Provisions (Oct 2006) (page11) this section is amended to read as follows:

“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 for the Contract. The Contractor shall preserve books, documents, and records that relate to pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives. **This request shall exclude all commercially sensitive financial information, unless required by law to be disclosed pursuant to an audit.**”

IX. □ Section IV.28 CONTRACT-021.1 Default (DEC12 2013) (page 11 & 12), Paragraph a, Subsections 3), 5), 10), 13), 14), and 17) are amended as identified below, and also to include the Notification for Cure paragraph identified below.

- □ Subsection 3): To read “Unsatisfactory performance of the work, **as identified in the Contract and/or Purchase Order;**”
- □ Subsection 5): To read “Improper delivery **not resolved within thirty (30) days;**”
- □ Subsection 10): To read “Failure to resume work **after mutual agreement,** which has been discontinued, within a reasonable time after notice to do so;”
- □ Subsection 13): To change the refusal period from 10 days to 30 days.
- □ Subsection 14): To add “within sixty (60) days;”
- □ Subsection 17): To read, “**Failure to comply with Section I.5. Submission-001.1 Representations and Authorizations (February 2017);**”

“**NOTIFICATION FOR CURE:** Upon written notification by the Commonwealth, the Contractor will be given twenty (20) days to develop and affect a plan for correction of any defect, contractual breach, default, or otherwise identified Contractor Responsibility issue. If the Contractor fails to develop a plan of correction within the 20 days or to satisfactorily cure the issue as agreed, the Commonwealth shall have the option to exercise the Termination for Cause.”

X. □ Section IV.38 CONTRACT-031.1 Hazardous Substances (Oct 2017) is not applicable to this Contract.

XI. □ Section IV.46 CONTRACT-046.1 Manufacturer’s Price Reduction (OCT 2006) is not applicable to this Contract.

XII. □ Section IV.49 CONTRACT-053.1 Limitation of Liability (page 22) is included in this Contract and has been added to the Terms and Conditions.

**SOURCE JUSTIFICATION FORM**

Bureau of Procurement

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

**SECTION A**

<b>1. Agency Name:</b>	Military and Veterans Affairs		
<b>2. Procurement Description:</b> This description will appear on the eMarketplace website for public viewing	Parts, components and assemblies for computerized shooting ranges Materials Description- Meggitt Computerized Range and target lifter parts, components and assemblies Service Description- Meggitt payroll, travel and per diem for as needed site calls to troubleshoot and effect repairs		
Materials Description:	Meggitt Computerized Range and target lifter parts, components and assemblies		
Services Description:			
<b>3. Materials Shopping Cart # or Services SPR#</b>	0000000	Estimated Cost:	\$1,000,001 - \$5M
		Initial Contract Term:	5 years
		Renewals:	0
<b>4. Supplier - Name:</b>	MeGgitt Training Systems Inc		
Full Address:	296 Brogdon Rd Suwanee GA 30024		
Contact Name:	Chris Barette		
Telephone:	800-344-6771	FAX:	678-288-1503
E-mail:	chris.barrette@meggitt.com		
SRM Supplier #:	168805		
<b>5. Delivery or service location:</b>	Range Maintenance Bldg 10-66 Logan Road FTIG Annvi		

**SECTION B**

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

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

## SECTION C

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

The target lifters are computer controlled either through buried data wire or through Radio frequency. The computer runs various scenarios controlling as few as few as 10 and up to 144 targets. Target hits are fed back to the computer and fed to a printer so the shooter has their score. This is the standard way all Army ranges operate. Of the 15 computerized ranges at Fort Indiantown Gap, 13 are Meggitt brand systems. The operating software, all interfaces and components and all target lifters and components are proprietary items owned by Meggitt. Other computerized range system manufacturers maintain the same rights to all components of their systems. Company to company, components are not interchangeable and none of these companies license after-market vendors. We have over 600 Meggitt target lifters across the 13 ranges. Our ability to repair, maintain and replace elements of the system in a timely fashion through this contract is vital to our ability to perform our core function-maintaining operational ranges for the Army's soldiers. It may be worth noting that 100% federal funds are used through the MCA to support use of this contract.

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

See Section C (1)

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

No

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

N/A

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

Items were previously on a contract with Meggitt which will expire in FY2020. Through required renewals this contract has been in use since 2007.

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

N/A

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

Yes, Through required renewals this contract has been in use since 2007.

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

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

Fort Indiantown Gap Training Center will definitely fail at the mission it is funded to perform- training soldiers

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

Due to high operations tempo at Fort Indiantown Gap, a quick resolution to this issue will assist in operational readiness for the PA National Guard.  
The new contract should be complete and ready for use by the time the present contract expires

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

N/A

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

No shopping cart has been entered at this time (used #0000000 above)

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

## SECTION D

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

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

<b>Name:</b>	<input type="text" value="Roger Hess"/>	<b>P-Group:</b>	<input type="text" value="0000"/>	<b>Date:</b>	<input type="text" value="08-16-19"/>
<b>Title:</b>	<input type="text" value="Stock Clerk 3"/>	<b>Telephone:</b>		<b>Fax:</b>	

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

<b>Name:</b>	<input type="text" value="Tammy Wenrich"/>	<b>Title:</b>	<input type="text" value="Procurement Specialist 1"/>	<b>Date:</b>	<input type="text" value="08-16-19"/>
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	<input type="text" value="tawenrich@pa.gov"/>

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

<b>Name:</b>	<input type="text" value="Karen Sattazahn"/>	<b>Title:</b>	<input type="text" value="Procurement Specialist 2"/>	<b>Date:</b>	<input type="text" value="08-16-19"/>
<b>Telephone:</b>		<b>Fax:</b>			

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

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

**SOURCE JUSTIFICATION FORM**

Bureau of Procurement

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

**SECTION A**

<b>1. Agency Name:</b>	General Services		
<b>2. Procurement Description:</b> This description will appear on the eMarketplace website for public viewing	To purchase parts, components, assemblies and system upgrades for weapon simulation systems and shooting ranges.		
<b>Materials Description:</b>	Meggitt computerized range and target lifter parts, components and assembly parts.		
<b>Services Description:</b>			
<b>3. Materials Shopping Cart # or Services SPR#</b>	00000	<b>Estimated Cost:</b>	\$1,000,001 - \$5M
		<b>Initial Contract Term:</b>	5 years
		<b>Renewals:</b>	0
<b>4. Supplier - Name:</b>	Meggitt Training Systems, Inc		
<b>Full Address:</b>	296 Brogdon Road, Suwanee, GA 30024		
<b>Contact Name:</b>	Chris Barrette		
<b>Telephone:</b>	800-344-6771	<b>FAX:</b>	678-288-1503
<b>E-mail:</b>	chris.barrette@meggitt.com		
<b>SRM Supplier #:</b>	168805		
<b>5. Delivery or service location:</b>	Multiple		

**SECTION B**

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



# SOURCE JUSTIFICATION FORM

Bureau of Procurement

## SECTION C

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

There are computerized target range systems used by Department of General Services Capitol Police and the Department of Military and Veterans' Affairs that are proprietary to the manufacturer, Meggitt. Meggitt maintains the rights to their product and the components are not interchangeable. These products are not licensed to other companies by Meggitt.

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

The information is included in the Meggitt Equipment letter that is attached.

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

No

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

The operating software, all interfaces and components are proprietary items owned by Meggitt.

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

There is an existing contract for DMVA's use for required parts through May of 2020, Contract #4400014694. DGS Capitol Police has procured there system through a competitive procurement process (6100021958 / 4300334158) and is now in need of upgrades and repair/replacement parts.

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

N/A

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

This is a change to the current contract 440014694 that ends on 5/31/2020 to become a statewide contract. The current contract was used by DMVA only and will now be opened as a statewide contract.

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

Our agencies will not be able to train their users and have them be prepared for live action shooting situations without functioning equipment. The ability to maintain the core functions of this system is vital to keep the equipment performing and ready for range users.

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

The need is to have a new contract ready to be used when the old contract ends on 5/31/2020.

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

We are looking to establish a statewide contract to enable all Commonwealth agencies which currently or may procure in the future systems manufactured by Meggitt. This will eliminate separate sole source contracts and allow the Commonwealth to obtain better pricing.

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

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

Currently working with supplier to provide a quote for both using agencies that submitted for this contract.

## SECTION D

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

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

<b>Name:</b>	Stan Pakoskey	<b>P-Group:</b>	YM4	<b>Date:</b>	10-04-19
<b>Title:</b>	Procurement Specialist	<b>Telephone:</b>		<b>Fax:</b>	

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

<b>Name:</b>	Stan Pakoskey	<b>Title:</b>	Procurement Specialist	<b>Date:</b>	10-04-19
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	spakoskey@pa.gov

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

<b>Name:</b>	cheryl kleeman	<b>Title:</b>	commodity manager	<b>Date:</b>	10-04-19
<b>Telephone:</b>		<b>Fax:</b>			

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

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



**FULLY EXECUTED**  
Contract Number: 4400023941  
Original Contract Effective Date: 03/11/2021  
Valid From: 03/01/2021 To: 02/28/2026

**Supplier Name:**  
MEGGITT TRAINING SYSTEMS INC

**Header Text**

Commonwealth of Pennsylvania, Department of General Services is issuing this Contract to procure Weapons Range Training Systems Components, Parts, and Accessories. This contract is the result of RFP 6100051426 for Meggitt Live Fire Weapons Range Parts. Please view the attachment documents for additional information.

"This procurement does not violate the Governor's purchasing ban of 3.19.2020." This attestation is the agency's assurance that they have reviewed the criticality of the purchase and have determined it to be "critical to operations".

No further information for this Contract

**Information:**





**COMMONWEALTH OF PENNSYLVANIA**

Meggitt Training Systems, Inc  
296 Brogdon Road  
Suwanee, GA 30024

Re: SS# 36240 - Meggitt Live Fire Weapons Range Parts

Dear Ms. Butler,

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

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

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

1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

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

To obtain a copy of the reporting form (DSEB-504) please go to <http://www.dgsweb.state.pa.us/comod/campaignfinance.pdf> or contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120. If your business entity does not meet the thresholds for reporting of political contributions under section 1641 of the Pennsylvania Election Code, please sign and return the attached form (DSEB-504B). Please call (717) 787-5280 for questions concerning these filing requirements.

Sincerely,

Stan Pakoskey  
Commodity Specialist

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF COMMISSIONS, ELECTIONS AND LEGISLATION  
210 NORTH OFFICE BUILDING  
HARRISBURG, PENNSYLVANIA 17120-0029  
TELEPHONE (717) 787-5280 FAX (717) 705-0721

**BUSINESS ENTITIES NOT REQUIRED TO REPORT UNDER §1641**

Any business entity which does NOT reach the thresholds for reporting political contributions under section 1641 of the Pennsylvania Election Code (copied below), please file this form with the Secretary of the Commonwealth on or before February fifteenth of every year.

This form is to be used by any corporation, company, association, partnership, sole proprietorship or other business entity, which has been awarded any non-bid contract from the Commonwealth or, any of its political subdivisions during the calendar year immediately preceding the filing date of this form.

**Section 1641 of the Pennsylvania Election Code, 25 P.S. § 3260(a)**, provides:

A business entity shall itemize in this report all political contributions made during the preceding calendar year by:

- (1)  any officer, director, associate, partner, limited partner, individual owner or members of their immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- (2)  any employee or member of his/her immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year; where the making of such contributions are actually known at the time of this report to any officer, director, associate, partner, limited partner or individual owner of the business entity.

For the purpose of this report, "immediate family" means a person's spouse and any unemancipated child.

Please sign below to verify that the named business entity, by virtue of the actual knowledge possessed by any officer, director, associate partner, limited partner or individual owner, did **NOT** reach the reporting thresholds of section 1641 of the Pennsylvania Election Code (25 P.S. § 3260(a)).

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Signature of Person Submitting Form

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Area Code      Daytime Telephone Number

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF COMMISSIONS, ELECTIONS AND LEGISLATION  
210 NORTH OFFICE BUILDING  
HARRISBURG, PENNSYLVANIA 17120-0029  
TELEPHONE (717) 787-5280 FAX (717) 705-0721

**POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED UNDER §1641**

This report must be filed with the Secretary of the Commonwealth on or before February fifteenth of every year.

This form is to be used by any corporation, company, association, partnership, sole proprietorship or other business entity, which has been awarded any non-bid contract from the Commonwealth or, any of its political subdivisions during the calendar year immediately preceding the filing date of this report.

A business entity shall itemize in this report all political contributions made during the preceding calendar year by:

(1) any officer, director, associate, partner, limited partner, individual owner or members of their immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

(2) any employee or member of his/her immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year;

where the making of such contributions are actually known at the time of this report to any officer, director, associate, partner, limited partner or individual owner of the business entity. For the purpose of this report, "immediate family" means a person's spouse and any unemancipated child.

Attach additional 8 1/2" x 11" pages if more space is needed

**I SWEAR (OR AFFIRM) THAT THIS REPORT, INCLUDING ATTACHMENTS, IS A FULL TRUE AND DETAILED ACCOUNT OF EACH AND ALL POLITICAL CONTRIBUTIONS KNOWN TO THE NAMED BUSINESS ENTITY BY VIRTUE OF THE ACTUAL KNOWLEDGE POSSESSED BY ANY OFFICER, DIRECTOR, ASSOCIATE PARTNER, LIMITED PARTNER OR INDIVIDUAL OWNER, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1641 OF THE PENNSYLVANIA ELECTION CODE (25 P.S. § 3260(a)).**

SWORN TO AND SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE

MY COMMISSION EXPIRES \_\_\_\_\_  
Mo. Day Year

\_\_\_\_\_  
NAME OF BUSINESS ENTITY

\_\_\_\_\_  
SIGNATURE OF PERSON SUBMITTING REPORT

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AREA CODE

\_\_\_\_\_  
DAYTIME TELEPHONE NUMBER

